City of Santa Clara

Joint Meeting Agenda of the City Council and Authorities Concurrent & Santa Clara Stadium Authority Board

Tuesday, December 16, 2025 **5:30 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - o Phone 1(669) 900-6833

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1. Use the eComment tab located on the City Council Agenda page (https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. **NOTE:** Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

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All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

Study Session - 5:30 PM | Regular Meeting - 7:00 PM

5:30 PM STUDY SESSION

Call to Order in the Council Chambers

Confirmation of Quorum

1. 25-1525 Study Session on the New Traffic Signal at Great America Parkway and Hichborn Drive Related to the Irvine Company Project at 2518 Mission College Boulevard

Recommendation: Note and file Study Session Report and provide any feedback on the new traffic signal at Great America Parkway and Hichborn Drive.

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Pledge of Allegiance and Statement of Values

Roll Call

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

SPECIAL ORDER OF BUSINESS

2. 25-1677 Proclamation of December 2025 as Human Rights Month

CONSENT CALENDAR

[Items listed on the CONSENT CALENDAR are considered routine and will be adopted by one motion. There will be no separate discussion of the items on the CONSENT CALENDAR unless discussion is requested by a member of the Council, staff, or public. If so requested, that item will be removed from the CONSENT CALENDAR and considered under CONSENT ITEMS PULLED FOR DISCUSSION.]

3.A 25-1733 Action on the November 4, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and November 10, 2025 Special City Council Minutes

Recommendation: Approve the November 4, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and November 10, 2025 Special City Council Minutes.

3.B 25-1640 Action on City Bills and Claims Report for the period October 18, 2025 - November 14, 2025

Recommendation: Approve the list of Bills and Claims for October 18, 2025 - November 14, 2025.

3.C 25-1656 Action on Monthly Financial Status and Investment Reports for October 2025 and Approve the Related Budget Amendments

Recommendation:

1. Note and file the Monthly Financial Status Report and Monthly Investment Report for October 2025 as presented; and
2. Approve the FY 2025/26 budget amendments in the following funds (as detailed in the Fiscal Impact section of the staff report and Attachment 3 of the staff report):
   a. In the General Fund, increasing the Stadium reimbursement estimate and appropriating funds to Non-Departmental Stadium Operations, with a net impact of $74,000;
   b. In the Convention Center Enterprise Fund, transferring unrestricted fund balance to the Convention Center Capital Fund, with a net impact of $0;
   c. In the Convention Center Capital Fund, recognizing a transfer from the Convention Center Enterprise Fund and increasing the Santa Clara Convention Center Assessment Repair Project, with a net impact of $1,543,000;
   d. In the Fire Department Capital Fund, reallocating funding from the Fire Station 2 Window Seismic Upgrades project to a newly established Training Center Audio Visual Equipment project, with a net impact of $0;
   e. In the Parks and Recreation Capital Fund, recognizing Mitigation Fee and Quimby Act revenue and appropriating the funds to the Parking Impact Fees Monitoring Project and Parkland Acquisition Project and to fund balance, with a net impact of $9,468,241; and
   f. In the Public Buildings Capital Fund, recognizing insurance reimbursement funds and appropriating the funds to the Commerce/Peddler's Maintenance project, with a net impact of $110,027.

(Five votes required for items 2.a - f with further details provided in Attachment 3)

3.D 25-1654 Action to Authorize the City Manager to Issue Purchase Orders and/or to Negotiate and Execute Agreements with Dell Marketing LP, SHI International, CDW Government LLC, Carahsoft Technology Corp., Presidio Network Solutions, LLC, Insight Public Sector, TD Synnex Corporation, and/or their Authorized Resellers, Under Cooperative Purchasing Agreements for the Purchase of Various Information Technology Products and Services for Silicon Valley Power, for a Total Amount Not-to-Exceed $12 Million, and Approve Related Budget Amendment

Recommendation:

1. Authorize the City Manager or designee to issue Purchase Orders and/or negotiate and execute agreements with Dell Marketing LP, SHI International, CDW Government LLC, Carahsoft Technology Corp., Presidio Network Solutions, LLC, Insight Public Sector, TD Synnex Corporation, and/or their authorized resellers, under cooperative purchasing agreements for the purchase of various information technology products and services for Silicon Valley Power, for a total amount not-to-exceed $12 million during a five-year purchasing period through December 31, 2030, subject to the appropriation of funds and the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Purchase Orders and agreements and negotiate and execute amendment(s) to (1) add or delete services or equipment, (2) extend the term, (3) update rates in compliance with Section 2.105.270(c) of the City of Santa Clara Code, and (4) make de minimis changes, subject to the appropriation of funds, as necessary, and to the final review and approval as to form by the City Attorney; and
3. Approve the following FY2025/26 budget amendments:
   a. In the Electric Utility Fund, increase the transfer to the Electric Utility Capital Fund and reduce the Unrestricted Ending Fund Balance by $7,250,000 (**five affirmative Council votes required for the use of unused balances)**;
   b. In the Electric Utility Capital Fund, increase the

transfer from the Electric Utility Fund and increase the Operations and Planning Technology project in the amount of $7,250,000 (**five affirmative Council votes required to appropriate additional revenue)**.

3.E **25-1669** Authorize the City Manager to execute a Side Letter Agreement between the City of Santa Clara and the Unclassified Miscellaneous Management Employees that provides stadium detail pay for work performed by the Communications Operations Manager when working as a Public Safety Dispatcher at Levi's Stadium

Recommendation: Authorize the City Manager to execute a Side Letter Agreement between the City of Santa Clara and the Unclassified Miscellaneous Management Employees that provides stadium detail pay for work performed by the Communications Operations Manager when working as a Public Safety Dispatcher at Levi's Stadium on the terms presented and in a final form approved by the City Attorney.

3.F **25-1706** Action to Authorize the City Manager to Execute Agreements with CRE-GS Freedom Circle Phase I Owner, LLC for the Construction of Park Improvements and the Maintenance of the Park Located at 3905 Freedom Circle at the Developer's Sole Cost

Recommendation: Authorize the City Manager to execute the Parkland Dedication Agreement and the Park Maintenance Agreement with CRE-GS Freedom Circle Phase I Owner, LLC with such minor, non-substantive changes and amendments that may be necessary to implement the parkland dedication requirements for this project, in final forms approved by the City Attorney.

3.G 25-1513 Action on an Agreement with Allana Buick & Bers, Inc. for Citywide As-Needed Roofing Consulting Services

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations;
2. Authorize the City Manager or designee to execute an Agreement with Allana Buick & Bers, Inc. for Citywide As-needed Roofing Consulting Services for an initial one-year term with a maximum amount not-to-exceed $150,0000, in substantially the form presented, subject to the appropriation of funds and approval of final form by the City Attorney; and
3. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement, and to (a) exercise up to four one-year options to extend the term, (b) increase the maximum compensation by up to $600,000 for a total aggregate not-to-exceed amount of $750,000 over the full five-year term of the Agreement, (c) add or delete services consistent with the scope of services, (d) adjust future rates based on market conditions, and (e) make de minimis changes, subject to the appropriation of funds and approval as to form by the City Attorney.

3.H 25-1563 Action on Agreement with BKF Engineers for Design Professional Services for the Central Santa Clara Bicycle, Pedestrian, and Green Stormwater Improvement Project

Recommendation:

1. Approve and authorize the City Manager to execute an Agreement for design professional services with BKF Engineers for the Central Santa Clara Bicycle, Pedestrian, and Green Stormwater Improvement Project in the not-to-exceed amount of $1,403,000, in a final form approved by the City Attorney; and
2. Authorize the City Manager to make minor modifications to the Agreement including time extensions, if needed, in a final form approved by the City Attorney.

3.I **25-1031** Action on Amendment No. 1 to the Agreement with HydroScience Engineers, Inc. for Hydraulic Modeling Calibration and Support Services for a Revised Maximum Compensation of $500,000

Recommendation:

1. Authorize the City Manager or designee to execute Amendment No. 1 to the agreement with HydroScience Engineers, Inc. to increase the maximum compensation by $250,000 for a revised not-to-exceed maximum compensation amount of $500,000, subject to the appropriation of funds, and in a final form approved by the City Attorney; and
2. Authorize the City Manager or designee to take all actions necessary to implement and administer the agreement with HydroScience Engineers, Inc., including negotiating and executing future amendment(s) to add or delete services associated with the services and make de minimis changes, provided that the total maximum compensation is not exceeded, subject to the review and approval as to form by the City Attorney.

3.J 25-1653 Action to Authorize the City Manager to execute Amendment No. 2 to an Agreement with Claris Strategy Inc. to Provide Additional Electric Utility Security Consulting Services for Silicon Valley Power, for a Total Not-to-Exceed Compensation of $489,088

Recommendation:

1. Authorize the City Manager or designee to execute Amendment No. 2 to the Agreement with Claris Strategy Inc. for the Threat and Vulnerability Assessment and updated Utility Security Plan, with a maximum compensation of $409,088, to be funded by the Electric Utility Capital Fund, subject to final review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreement with Claris Strategy Inc., and negotiate and execute future amendment(s) to (a) add or delete services associated with the services, (b) extend the term as needed to complete the project, (c) increase the maximum compensation by approximately 20% for contingencies for a revised not-to-exceed amount of $489,088, and (d) make de minimis changes, subject to the final review and approval as to form by the City Attorney.

3.K 25-91 Action to Authorize the Use of City Electric Forces for Public Works to Decommission an Existing Dark Fiber Route from 3075 Raymond Street, 3030 Corvin Drive, 1380 Kifer Road, to 2050 Martin Avenue, with an Estimated Cost of $1,558

Recommendation:

1. Determine the proposed action is exempt from CEQA pursuant to Section 15301 (Class 1 - Existing Facilities) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works with an estimated cost of $1,558, located along the route from 3075 Raymond Street, 3030 Corvin Drive, 1380 Kifer Road, to 2050 Martin Avenue, are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

3.L **25-1604** Action to Authorize the Use of City Electric Forces for Public Works at 4600 Patrick Henry Drive, 2700 Tasman Drive, 5129 Old Ironsides Drive, 4808 Great America Parkway, 5100 Patrick Henry Drive, 4855 Patrick Henry Drive, 2256 Avenida de Los Alumnos, 2451 Tasman Drive, 2685 The Alameda, 2885 Lakeside Drive, With an Estimated Cost of $212,189

Recommendation:

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303 (New Construction) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 4600 Patrick Henry Drive, 2700 Tasman Drive, 5129 Old Ironsides Drive, 4808 Great America Parkway, 5100 Patrick Henry Drive, 4855 Patrick Henry Drive, 2256 Avenida de Los Alumnos, 2451 Tasman Drive, 2685 The Alameda, and 2885 Lakeside Drive, with an estimated cost of $212,189, are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

3.M **25-1022** Action on Recommendations from Governance and Ethics Committee for Updates to Council Policy 043 ("Official Travel by City Councilmembers")

Recommendation: Approve the Recommendation from the Governance and Ethics Committee to Amend Council Policy 043 ("Official Travel by Elected Officials") to be retitled Council Policy 043 ("Official Travel by the City Council") in substantially the form presented.

3.N **25-1023** Action on Recommendations from Governance and Ethics Committee for Updates to Council Policy 006 ("Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events")

Recommendation: Adopt a Resolution Approving the Recommendation from the Governance and Ethics Committee to amend Council Policy 006 ("Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events") in the form presented.

3.O **25-1715** Authorize the City Manager to Execute the 2026-2029 Memorandum of Understanding Between the City of Santa Clara and the Unclassified Police Management (Unit 9A) that Incorporates the Terms of the Tentative Agreement

Recommendation: Authorize the City Manager to execute the Memorandum of Understanding between the City of Santa Clara and the Unclassified Police Management (Unit 9A) with effective dates of January 1, 2026 - December 31, 2029, that incorporates the terms of the Tentative Agreement.

3.P **25-1718** Note and File the List of Designated City Employees who are Subject to Post-Employment Restrictions Pursuant to City Code Chapter 2.145

Recommendation: Note and File the List of Designated City Employees who shall be subject to post-employment restrictions pursuant to Santa Clara City Code, Chapter 2.145 for the period of January 1, 2026 - December 31, 2026.

3.Q **25-1727** Action to Waive Second Reading and Adopt Ordinance No. 2083 entitled "Ordinance of the City of Santa Clara, California, Regulating Certain Activities Within a Protected Area in Connection with Major Events and Related Activities in the City of Santa Clara" (Special Event Zone)

Recommendation: Waive Second Reading and Adopt Ordinance No. 2083 entitled "Ordinance of the City of Santa Clara, California, Regulating Certain Activities Within a Protected Area in Connection with Major Events and Related Activities in the City of Santa Clara" (Special Event Zone).

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4.A 25-1655 Action on Stadium Authority Bills and Claims for the Month of October 2025

Recommendation: Approve the list of Stadium Authority Bills and Claims for October 2025.

4.B 25-1613 Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending September 30, 2025

Recommendation:
1. Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter Ending September 30, 2025; and
2. Approve the FY 2025/26 Budget Amendments in the Operating Budget in the amount of $930,000 to reflect increases in projected revenues and expenses.

PUBLIC PRESENTATIONS

[This item is reserved for persons to address the Council or authorities on any matter not on the agenda that is within the subject matter jurisdiction of the City or Authorities. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The governing body, or staff, may briefly respond to statements made or questions posed, and appropriate body may request staff to report back at a subsequent meeting. Although not required, please submit to the City Clerk your name and subject matter on the speaker card available in the Council Chambers.]

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

5. 25-1667 Action Authorizing the City Manager to Negotiate and Execute a License Agreement for Property Use of the Youth Soccer Park and its facilities and adjacent parking lots between the City of Santa Clara and the National Football League for Super Bowl LX Operational Support

Recommendation: Authorize and direct the City Manager to Negotiate and Execute a License Agreement for Property Use of the Youth Soccer Park and its facilities and adjacent parking lots between the City of Santa Clara and the National Football League for Super Bowl LX Operational Support that is consistent with the terms of the proposed term sheet provided in this Staff Report, and subject to final approval by the City Attorney and City Manager.

6. **25-1113** Public Hearing: Action on Adoption of a Resolution Amending Rate Schedules for Electric Services for All Classes of Customers to Increase Electric Rates and Charges in Each Rate Schedule by 4.0% and Make Other Modifications, Effective January 1, 2026

Recommendation: Adopt a Resolution amending the City of Santa Clara Rate Schedules for Electric Utility Services for all classes of customers to increase electric rates and charges in each rate schedule by 4.0% and make other modifications, effective January 1, 2026.

7. **25-1645** Public Hearing: Action on a General Plan Amendment to the City's Open Space Element to Add Policies to Address Climate Resilience and Other Co-benefits of Open Space; to Help to Increase Access to Open Space for Everyone; and to Preserve, Enhance, and Expand a Network of Open Spaces.

Recommendation:

1. Find that the Addendum to the 2010-2035 General Plan Environmental Impact Report (EIR) prepared for the project complies with CEQA, and that the adoption of the Open Space Element Update would not result in environmental impacts beyond those described in the General Plan EIR and no further analysis is required.
2. Adopt a Resolution approving the General Plan Text Amendment and find that it satisfies the SB 1425 requirements to update open space programs to include policies addressing climate resilience and other co-benefits of Open Space; and that the necessary text edits are consistent with the Parks, Open Space, and Recreation Goals and Policies in the General Plan.

8. **25-1660** Public Hearing: Action on a Vesting Tentative Map (PLN24-00044) for a Proposed Common Interest Development of Six Single-Family Housing Units Located at 4503 Cheeney Street - Continued from November 18, 2025 City Council Meeting

Recommendation:

1. Determine the project to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects); and
2. Adopt a Resolution in the form presented to approve the Vesting Tentative Map (PLN24-00044) for a common interest development for the proposed development of six single family housing units located at 4503 Cheeney Street to accompany the Architectural Review application (PLN 24-00034), making the required findings and subject to f conditions of approval

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next scheduled special meeting is on Tuesday,December 17, 2025 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

25-1525 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT
Study Session on the New Traffic Signal at Great America Parkway and Hichborn Drive Related to the Irvine Company Project at 2518 Mission College Boulevard

BACKGROUND
On March 25, 2025, the City Council approved various actions to allow the development of 1,792 residential units, 3,500 square feet of retail, and 4.225 acres of public park by the Irvine Company (Irvine) on 25.74 acres located at 2518 Mission College Boulevard. As part of the project's conditions of approval, the project is required to construct a new traffic signal at Great America Parkway and Hichborn Drive to mitigate project-related traffic impacts. Due to questions related to the new traffic signal, the Council directed staff to schedule a study session to review the effects of the new traffic signal on traffic circulation under various scenarios and to ensure that the timing of the session does not delay the project.

DISCUSSION
As part of the Irvine project approval process, a traffic operations analysis was conducted by Irvine's traffic consultant to evaluate project-related trips, site access, and circulation. The analysis determined that the intersections of Great America Parkway/Mission College Boulevard and Freedom Circle West/Mission College Boulevard would both operate at an unacceptable Level of Service (LOS) F during the PM peak hour.

To restore operations to an acceptable Level of Service, the traffic analysis recommended converting Hichborn Drive from a one-way eastbound street from Great America Parkway to a two-way street and installing a new traffic signal at the intersection of Great America Parkway and Hichborn Drive (Attachment 1).

During this study session, staff will provide a presentation illustrating the new traffic signal's impact on surrounding signalized intersections and roadways under various traffic scenarios.

ENVIRONMENTAL REVIEW
This is a study session, and no action is being taken by the City Council that constitutes a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational policy making or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT
Because this is a study session item, there is no fiscal impact beyond the staff time involved in preparing this report.

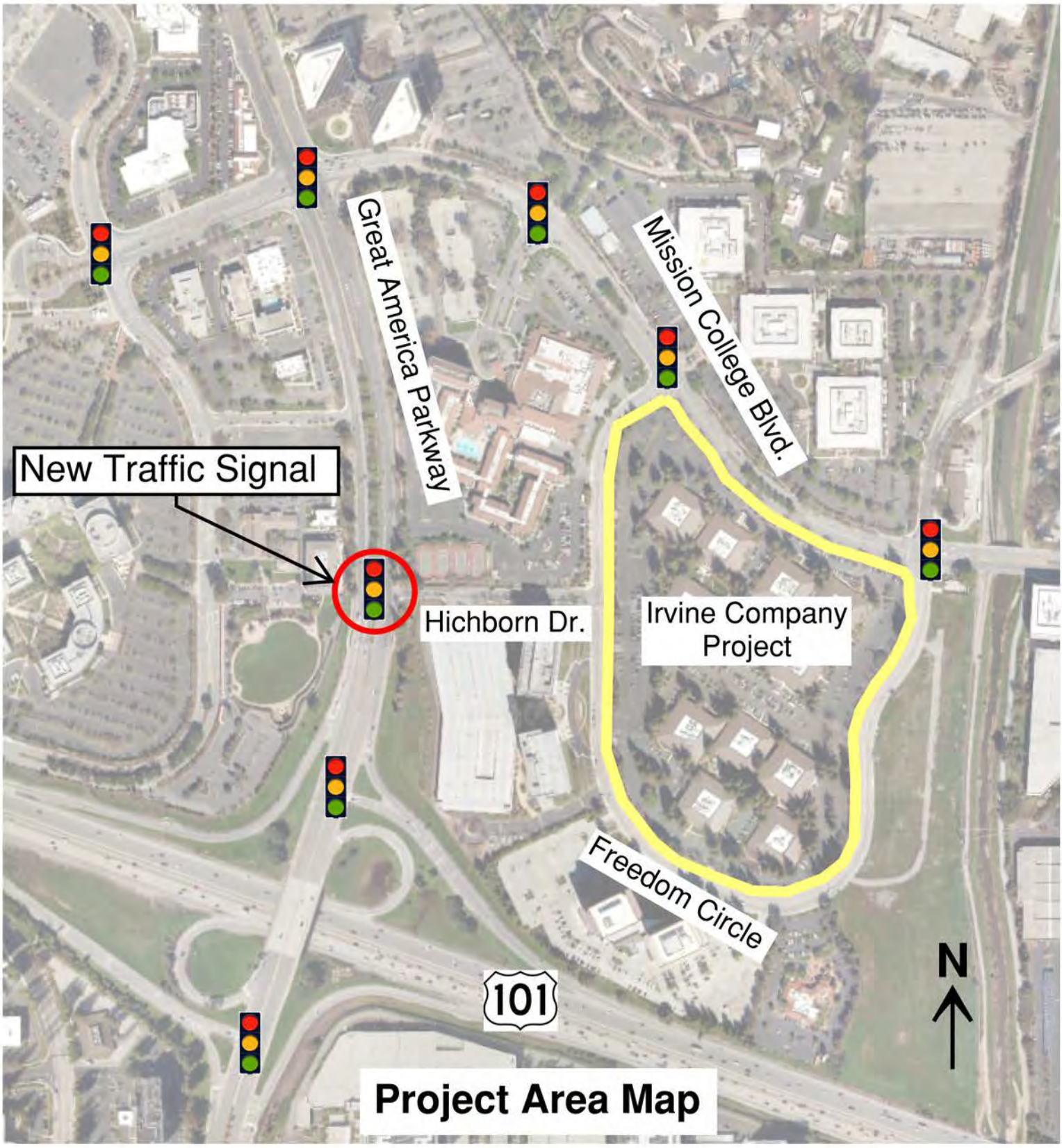
COORDINATION
The report was coordinated with City Manager's Office and Irvine (developer of 2518 Mission College Boulevard).

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Note and file Study Session Report and provide any feedback on the new traffic signal at Great America Parkway and Hichborn Drive.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENT
1. Project Location Map



Project Area Map

25-1677 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT
Proclamation of December 2025 as Human Rights Month

BACKGROUND
December is National Human Rights Month (also known as Universal Human Rights Month) in the United States, designated to recognize and promote the fundamental rights and freedoms of all people. The month commemorates the adoption of the Universal Declaration of Human Rights (UDHR) by the United Nations General Assembly on December 10, 1948.

DISCUSSION
Human Rights Month is a global observance dedicated to promoting and celebrating the fundamental rights and freedoms that all individuals are entitled to, regardless of their nationality, gender, race, religion, or background. It serves as a reminder of the importance of upholding human rights and addressing issues related to social justice and equality.

The 2025 theme for Human Rights Day and Month is "Our Everyday Essentials," focuses on how human rights are fundamental to daily life. The campaign aims to show that human rights are not abstract concepts but are the everyday essentials everyone relies on and can be a positive force for good.

This theme also highlights how human rights, such as the right to life, liberty, and dignity, are integrated into our daily lives. It encourages people to share their "everyday essentials" and show how human rights shape their lives by using the hashtag #OurEverydayRights.

The City of Santa Clara’s Cultural Commission will be sharing a 5-minute video that was created to commemorate the signing of the Universal Declaration of Human Rights by the United Nations.

ENVIRONMENTAL REVIEW
This is an information report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act ("CEQA") is required.

FISCAL IMPACT
There is no fiscal impact to the City other than staff time.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s

Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

Reviewed by: Aimee Escobar, Management Analyst, City Manager's Office
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Proclamation of December 2025 as Human Rights Month

City of Santa Clara

Proclamation

WHEREAS, December is National Human Rights Month (also known as Universal Human Rights Month) in the United States, designated to recognize and promote the fundamental rights and freedoms of all people; and

WHEREAS, the month commemorates the adoption of the Universal Declaration of Human Rights (UDHR) by the United Nations General Assembly on December 10, 1948; and

WHEREAS, Human Rights Month is a global observance dedicated to promoting and celebrating the fundamental rights and freedoms that all individuals are entitled to, regardless of their nationality, gender, race, religion, or background. It serves as a reminder of the importance of upholding human rights and addressing issues related to social justice and equality; and

WHEREAS, the 2025 theme for Human Rights Day and Month is "Our Everyday Essentials," that focuses on how human rights are fundamental to daily life. The campaign aims to show that human rights are not abstract concepts but are the everyday essentials everyone relies on and can be a positive force for good; and

WHEREAS, this theme also highlights how human rights, such as the right to life, liberty, and dignity, are integrated into our daily lives. It encourages people to share their "everyday essentials" and show how human rights shape their lives by using the hashtag #OurEverydayRights.

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the City of Santa Clara, do hereby proclaim the month of December as

HUMAN RIGHTS MONTH

in the City of Santa Clara and encourage our community to recognize this month by reflecting on and raising awareness about human rights issues.

Given under my hand and the Seal of the City of Santa Clara, California, this 16th day of December 2025.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

KELLY G. COX
VICE MAYOR, DISTRICT 6

ALBERT GONZALEZ
COUNCILMEMBER, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

25-1733 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT
Action on the November 4, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and November 10, 2025 Special City Council Minutes

RECOMMENDATION
Approve the November 4, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and November 10, 2025 Special City Council Minutes.

City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

11/04/2025 **5:30 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. **NOTE**: Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

Closed Session - 5:30 PM | Regular Meeting - 7:00 PM

5:30 PM CLOSED SESSION

25-1637 eComments

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 5:33 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1.A 25-1105 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code 54956.9(d)(1)

Price v. City of Santa Clara
Worker's Compensation Appeals Board Case No. ADJ20912978

1.B 25-1093 Conference with Legal Counsel-Anticipated Litigation
Pursuant to Gov. Code § 54956.9(d)(2) - Exposure to litigation
--Facts and circumstances not disclosed on agenda
Pursuant to Gov. Code § 54956.9(e)(1)

Conference with Legal Counsel-Anticipated Litigation
Pursuant to Gov. Code § 54956.9(d)(4) - Initiation of litigation
--Number of potential cases: 2 potential cases

Public Comment

None.

Convene to Closed Session (Council Conference Room)

Mayor Gillmor adjourned into Closed Session at 5:35 PM.

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:09 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Hardy recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and whom they represent.

Present: 7 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Googins reported that there was no reportable action from Closed Session.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

SPECIAL ORDER OF BUSINESS

2.A 25-1061 Proclamation of November 2025 as Native American Heritage Month

Mayor Gillmor, on behalf of the **Council**, proclaimed November 2025 as Native American Heritage Month.

Vernon Medicine Cloud (Indian Health Center Santa Clara Valley) accepted the proclamation and provided some remarks.

2.B 25-1062 Proclamation of November 2025 as Sikh Awareness and Appreciation Month

Mayor Gillmor, on behalf of the **Council**, proclaimed November 2025 as Sikh Awareness and Appreciation Month.

Council comments followed.

Ishreen Kohli accepted the proclamation and provided some remarks.

City Manager Grogan provided a Powerpoint presentation regarding CalFresh.

CONSENT CALENDAR

Mayor Gillmor recused herself from Item 3.F due to a conflict of interest as her office building is near the subject property.

Councilmember Park pulled Item 3.H.

Councilmember Jain pulled Items 3.C and 4.

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Gonzalez, to approve the Consent Calendar (except Items 3.C, 3.F, 3.H, and 4)

Aye: 7 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

3.A 25-1571 Action on the September 16, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, September 23, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes, September 24, 2025 Special City Council Meeting Minutes, and September 30, 2025 Special City Council Minutes

Recommendation: Approve the September 16, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, September 23, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes, September 24, 2025 Special City Council Meeting Minutes, and September 30, 2025 Special City Council Minutes.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to approve the September 16, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting, September 23, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes, September 24, 2025 Special City Council Meeting Minutes, and September 30, 2025 Special City Council Minutes.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.B 25-21 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Governance and Ethics Committee - June 2, 2025
Planning Commission - September 10, 2025
Neighborhood University Relations Committee (NURC) - May 5, 2025
Charter Review Committee - October 1, 2025
Historical and Landmarks Commission - September 4, 2025
Historical and Landmarks Commission - October 2, 2025

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to note and file the minutes of Governance and Ethics Committee - June 2, 2025, Planning Commission - September 10, 2025, Neighborhood University Relations Committee (NURC) - May 5, 2025, Charter Review Committee - October 1, 2025, Historical and Landmarks Commission - September 4, 2025, and Historical and Landmarks Commission - October 2, 2025.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.D 25-1037 Action on the 3905 Freedom Circle Public Park Updated Schematic Design (Greystar Development)

Recommendation: Approve the 3905 Freedom Circle Public Park Updated Schematic Design.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to approve the 3905 Freedom Circle Public Park Updated Schematic Design.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.E 25-1508 Action to Authorize the Use of City Water Forces to Upgrade Three (3) Existing Water Services with Backflow Prevention Devices at 355 Reed Street

Recommendation: 1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303(d) (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 355 Reed Street are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to (1) determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303(d) (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations; and (2) declare and determine in accordance with Section 1310 of the City Charter that the public works located at 355 Reed Street are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.F 25-1066 Action to Set January 27, 2026 for a Public Hearing to Consider Cancellation of two Mills Act Contracts

Recommendation: Set January 27, 2026 for a Public Hearing to consider termination of two Mills Act Contracts for the properties located at 1711 Main Street and 906 Monroe / 1341 Homestead Road for non-compliance with Mills Act requirements.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to set January 27, 2026 for a Public Hearing to consider termination of two Mills Act Contracts for the properties located at 1711 Main Street and 906 Monroe / 1341 Homestead Road for non-compliance with Mills Act requirements.

Aye: 6 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Vice Mayor Cox

Recused: 1 - Mayor Gillmor

3.G 25-785 Action to Approve the FY 2025-26 California Library Literacy Services (CLLS) Adult and Family Literacy Grant Award for the Read Santa Clara Program and the Related Budget Amendment

Recommendation:

1. Accept the FY 2025/26 California Library Literacy Services (CLLS) Grant Award in the Amount of $115,361 for Read Santa Clara, the Library's Adult and Family Literacy Program; and
2. Approve the FY 2025/26 budget amendment in the Library Operating Grant Trust Fund to recognize grant revenue in the amount of $115,361 and establish an Adult & Family Literacy Program 25-26 grant appropriation in the amount of $115,361 (**five affirmative Council votes required to appropriate additional revenue**).

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to (1) accept the Fiscal Year 2025/26 California Library Literacy Services (CLLS) Grant Award in the Amount of $115,361 for Read Santa Clara, the Library's Adult and Family Literacy Program; and (2) approve the Fiscal Year 2025/26 budget amendment in the Library Operating Grant Trust Fund to recognize grant revenue in the amount of $115,361 and establish an Adult & Family Literacy Program 25-26 grant appropriation in the amount of $115,361.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.I 25-1068 Action to Waive Second Reading and Adopt Ordinance No. 2080 Amending Chapter 8.60 ("Unmanned Aircraft System") of Title 8 ("Health and Safety") of the Code of the City of Santa Clara, California.

Recommendation: Waive Second Reading and Adopt Ordinance No. 2080 Amending Chapter 8.60 ("Unmanned Aircraft System") of Title 8 ("Health and Safety") of the Code of the City of Santa Clara, California.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to waive second reading and adopt Ordinance No. 2080 Amending Chapter 8.60 ("Unmanned Aircraft System") of Title 8 ("Health and Safety") of the Code of the City of Santa Clara, California.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.J 25-1577 Action on a Resolution Approving the Charter Review Committee Calendar of Regular Meetings for 2025 and 2026

Recommendation: Adopt a Resolution approving the Charter Review Committee 2025/2026 Calendar of Meetings for the third Wednesday of each month, commencing November 19, 2025 and continuing through June 17 of 2026, each meeting commencing at 6:00 p.m. in City Council Chambers unless otherwise indicated.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to adopt Resolution No. 25-9504 approving the Charter Review Committee 2025/2026 Calendar of Meetings for the third Wednesday of each month, commencing November 19, 2025 and continuing through June 17, 2026, each meeting commencing at 6:00 p.m. in City Council Chambers unless otherwise indicated.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

PUBLIC PRESENTATIONS

David and **Regina Dittmann** spoke of their concerns regarding the Parade of Champions.

Kirk Vartan spoke regarding the Agrihood project.

Farokh Mehr spoke regarding a Local Business Enterprise program.

Satish spoke regarding Native American Heritage Month and Sikh Awareness and Appreciation Month.

Brian Darby spoke regarding hate.

James Rowen spoke regarding movie character names.

Edward Strine spoke regarding election voting machines.

CONSENT ITEMS PULLED FOR DISCUSSION

3.C 25-597 Action on Award of Agreement with WeHOPE for Street Outreach and Essential Homeless Services

Recommendation: Approve and authorize the City Manager to execute an agreement with WeHOPE for street outreach and case management services, and emergency shelter operations and services through the Temporary Hotel Program and Inclement Weather Hotel Program, on the terms presented with an initial two-year term and a maximum compensation not-to-exceed $1,702,326, in a final form approved by the City Attorney.

Councilmember Jain pulled this item for discussion.

Public Comment: Melinda
Farokh Mehr

Council comments and questions followed.

City Manager Grogan addressed **Council** questions.

A motion was made by Councilmember Jain, seconded by Councilmember Gonzalez, to approve and authorize the City Manager to execute an agreement with WeHOPE for street outreach and case management services, and emergency shelter operations and services through the Temporary Hotel Program and Inclement Weather Hotel Program, on the terms presented with an initial two-year term and a maximum compensation not-to-exceed $1,702,326, in a final form approved by the City Attorney, and direct the City Manager to report back to Council regarding mobile shower relocation at Marsalli Park.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

25-1635 Post Meeting Material

3.H 25-822 Review and Approve each Board, Commissions and Committee Annual Workplans FY 2025-2026

Recommendation: Review and Approve each Board, Commissions and Committee Annual FY 2025-2026 Workplan

Councilmember Park pulled this item for discussion.

City Manager Grogan and **Assistant City Clerk Pimentel** addressed **Council** questions.

Council comments and questions followed.

Public Comment: None.

A motion was made by Councilmember Hardy, seconded by Councilmember Gonzalez, to approve each Board, Commissions and Committee Annual Fiscal Year 2025-2026 Workplan and direct the City Manager to return to Council with a report to discuss joint meeting dinners.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

4. 25-1039 Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending June 30, 2025

Recommendation: Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter Ending June 30, 2025.

Boardmember Jain pulled this item for discussion.

Treasurer Lee addressed **Council** questions.

Public Comment: None.

A motion was made by Boardmember Jain, seconded by Boardmember Park, to note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter Ending June 30, 2025.

Aye: 7 - Boardmember Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Cox, and Chair Gillmor

PUBLIC HEARING/GENERAL BUSINESS

5. 25-1566 Public Hearing: Action on Adoption of a Resolution Establishing the Necessary Findings of Fact for Modifications to the California Energy Code and California Green Building Standards Code; Action to Waive Second Reading and Adopt Ordinance No. 2081 amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 (“Building Code”), Chapter 15.17 (“Residential Code”), Chapter 15.18 ("Property Maintenance Code"), Chapter 15.20 (“Electrical Code”), Chapter 15.30 (“Mechanical Code”), Chapter 15.35 (“Plumbing Code”), Chapter 15.36 (“Energy Code”), Chapter 15.37 (“Historical Building Code”), Chapter 15.38 (“Green Building Code”), and Chapter 15.75 ("Existing Building Code") of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” for the adoption of the 2025 California Building Standards Code.

Recommendation:

1. Adopt a Resolution Making Findings of Fact Necessary for the Specified Modifications to the 2025 California Energy Code and 2025 California Green Building Standards Code Reflected in the Proposed Ordinance; and
2. Waive Second Reading and Adopt Ordinance No. 2081 amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 (“Building Code”), Chapter 15.17 (“Residential Code”), Chapter 15.18 ("Property Maintenance Code"), Chapter 15.20 (“Electrical Code”), Chapter 15.30 (“Mechanical Code”), Chapter 15.35 (“Plumbing Code”), Chapter 15.36 (“Energy Code”), Chapter 15.37 (“Historical Building Code”), Chapter 15.38 (“Green Building Code”), and Chapter 15.75 ("Existing Building Code") of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” for the adoption of the 2025 California Building Standards Code, including changes approved by City Council on first reading on October 21, 2025.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Director of Community Development Hamid** who provided a Powerpoint presentation on the proposed ordinance to adopt the 2025 California Building Standards Code with Local Amendments.

Council questions followed.

Director of Community Development Hamid addressed **Council** questions.

Public Comment: None.

A motion was made by Councilmember Chahal, seconded by Councilmember Jain, to close the Public Hearing.

Aye: 6 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to (1) adopt Resolution No. 25-9505 Making Findings of Fact Necessary for the Specified Modifications to the 2025 California Energy Code and 2025 California Green Building Standards Code Reflected in the Proposed Ordinance; and (2) waive Second Reading and Adopt Ordinance No. 2081 amending Chapter 15.05 ("Administrative Code"), Chapter 15.15 (“Building Code”), Chapter 15.17 (“Residential Code”), Chapter 15.18 ("Property Maintenance Code"), Chapter 15.20 (“Electrical Code”), Chapter 15.30 (“Mechanical Code”), Chapter 15.35 (“Plumbing Code”), Chapter 15.36 (“Energy Code”), Chapter 15.37 (“Historical Building Code”), Chapter 15.38 (“Green Building Code”), and Chapter 15.75 ("Existing Building Code") of Title 15 (“Buildings and Construction”) of “The Code of the City of Santa Clara, California” for the adoption of the 2025 California Building Standards Code, including changes approved by Council on first reading on October 21, 2025.

Aye: 6 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

Absent: 1 - Councilmember Park

6. 25-1555 Action to Amend Section 17.35.080 of the Santa Clara City Code to temporarily authorize a deferral for the payment of park-in lieu fees of residential developments from building permit to certificate of occupancy or final building inspection, subject to certain conditions and to bring the code into compliance with state law and approve a standard form Park In-Lieu Fee Deferral Agreement.

Recommendation:

1. Waive first reading and introduce an ordinance amending Chapter 17.35 (Park and Recreational Land) Section 17.35.080 (Procedure) of the Santa Clara City Code to temporarily authorize a deferral of the payment of park-in lieu fees of residential developments to certificate of occupancy or final building inspection, subject to certain conditions and to bring the code into compliance with state law.
2. Approve a standard form Park In-Lieu Fee Deferral Agreement and Notice of Lien with Power of Sale, on the terms and in substantially the form presented, authorize City Manager to modify the agreement as needed for individual projects, and execute the finalized agreement subject to approval as to form by the City Attorney.

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City Manager Grogan made some opening remarks and introduced **Director of Economic Development and Sustainability Brilliot** who provided a Powerpoint presentation to amend section 17.35.080 of the Santa Clara City Code to temporarily authorize a deferral for the payment of park-in lieu fees for residential developments from building permit to certificate of occupancy or final building inspection, subject to certain conditions and to bring the code into compliance with state law.

Council questions followed.

Director of Economic Development and Sustainability Brilliot addressed **Council** questions.

Public Comment: Steve Edwards

Council questions and comments followed.

Director of Economic Development and Sustainability Brilliot and **City Attorney Googins** addressed **Council** questions.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to (1) waive first reading and introduce Ordinance No. 25-2082 amending Chapter 17.35 (Park and Recreational Land) Section 17.35.080 (Procedure) of the Santa Clara City Code to temporarily authorize a deferral of the payment of park-in lieu fees of residential developments to certificate of

occupancy or final building inspection, subject to certain conditions and to bring the code into compliance with state law; (2) approve a standard form Park In-Lieu Fee Deferral Agreement and Notice of Lien with Power of Sale, on the terms and in substantially the form presented, authorize City Manager to modify the agreement as needed for individual projects, and execute the finalized agreement subject to approval as to form by the City Attorney; and (3) developer shall pay deferred fees if project construction has not commenced within 5 years of the issuance of the building permit.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

7. 25-1126 Action on adoption of Resolution to establish the Stadium Neighborhood Relations Ad Hoc Subcommittee (Committee) and appoint up to three City Councilmembers with one alternate to serve on the Committee.

Recommendation: Adoption of a resolution establishing a Stadium Neighborhood Relations Ad Hoc Subcommittee (Committee) through August 2026, appoint up to three Councilmembers with one alternate to serve on the Committee, and direct staff to take all necessary and appropriate actions to implement and support the Committee.

City Manager Grogan made some opening remarks and introduced **Assistant City Manager Morales** who provided a Powerpoint presentation on the adoption of a resolution establishing a Stadium Neighborhood Relations Ad Hoc Subcommittee.

Council questions followed.

City Manager Grogan and **Assistant City Manager Morales** addressed **Council** questions.

Public Comment: Public Speaker
Kathy Watanabe
Satish Chandra
Edward Strine

A motion was made by Vice Mayor Cox, seconded by Councilmember Gonzalez, to adopt a Resolution establishing a Stadium Neighborhood Relations Ad Hoc Subcommittee (Committee) for a full year, appoint Councilmember Gonzalez, Councilmember Chahal, and Mayor Gillmor with Councilmember Hardy as the alternate to serve on the Committee, expand the boundary to include the Rivermark and Montague neighborhoods, and direct staff to take all necessary and appropriate actions to implement and support the Committee.

A substitute motion was made by Councilmember Chahal, seconded by Councilmember Jain, to direct staff to return with an alternate structure to establish a standing Stadium Neighborhood Relations Committee comprising of three Councilmembers, one business representative, and one resident.

A substitute motion was made by Councilmember Hardy to adopt a Resolution establishing a Stadium Neighborhood Relations Ad Hoc Subcommittee (Committee) for a full year, appoint Councilmember Jain, Councilmember Gonzalez, and Councilmember Hardy with

Councilmember Chahal as the alternate to serve on the Committee, expand the boundary to include the Rivermark and Montague neighborhoods, and direct staff to take all necessary and appropriate actions to implement and support the Committee. The substitute motion failed due to lack of a second.

Council questions and discussion followed.

City Manager Grogan and **City Attorney Googins** addressed **Council** questions.

Action to replace the motion on the floor with the substitute motion made by Councilmember Chahal, seconded by Councilmember Jain.

The action failed.

Aye: 3 - Councilmember Chahal, Councilmember Park, and Councilmember Jain

Nay: 4 - Councilmember Gonzalez, Councilmember Hardy, Vice Mayor Cox, and Mayor Gillmor

A substitute motion was made by Councilmember Hardy, seconded by Councilmember Jain, to adopt a Resolution establishing a Stadium Neighborhood Relations Ad Hoc Subcommittee (Committee) for a full year, appoint Councilmember Gonzalez, Councilmember Jain, and Councilmember Hardy with Councilmember Chahal as the alternate to serve on the Committee, expand the boundary to include the Rivermark and Montague neighborhoods, and direct staff to take all necessary and appropriate actions to implement and support the Committee.

Action to replace the motion on the floor with the substitute motion made by Councilmember Hardy, seconded by Councilmember Jain.

Aye: 5 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Nay: 2 - Councilmember Gonzalez, and Vice Mayor Cox

A substitute motion was made by Councilmember Hardy, seconded by Councilmember Jain, to adopt a Resolution establishing a Stadium Neighborhood Relations Ad Hoc Subcommittee (Committee) for a full year, appoint Councilmember Gonzalez, Councilmember Jain, and Councilmember Hardy with Councilmember Chahal as the alternate to serve on the Committee, expand the boundary to include the Rivermark and Montague neighborhoods, and direct staff to take all necessary and appropriate actions to implement and support the Committee.

Aye: 6 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Nay: 1 - Vice Mayor Cox

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

Councilmember Hardy noted that she will be representing the City of Santa Clara and Bay Area Water Supply & Conservation Agency before the State Water Board.

Councilmember Jain noted that the County of Santa Clara's Measure A passed and declared several gifts that he recently received.

Vice Mayor Cox noted that she attended the Japan-United States Leadership Summit.

Councilmember Park declared several gifts that he recently received and noted that he attended the League of California Cities Annual Conference in Long Beach, Public Private Partnership, and several caucus meetings.

Councilmember Chahal noted that he attended the League of California Cities Annual Conference in Long Beach.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

City Manager Grogan noted that the Governance and Ethics Committee discussed a gifts policy.

25-1634 Post Meeting Material

ADJOURNMENT

Mayor Gillmor adjourned the meeting at 11:14 PM in memory of **Federick B. Tamayo**, Owner of King Crab Restaurant.

The next regular scheduled meeting is on Tuesday, November 18, 2025 in the City Hall Council Chambers

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

City of Santa Clara

Draft

Meeting Minutes

Call and Notice of Special Meeting of the

City Council

11/10/2025 **6:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
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How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page (https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. **NOTE:** Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor calls for a Special Meeting of the City Council of the City of Santa Clara, to commence and convene on November 10, 2025, at 6:00 pm to be held virtually and in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

6:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 6:00 PM.

Roll Call

Present: 5 - Councilmember Albert Gonzalez, Councilmember Raj Chahal, Councilmember Karen Hardy, Councilmember Suds Jain, and Mayor Lisa M. Gillmor

Absent: 2 - Councilmember Kevin Park, and Vice Mayor Kelly Cox

Public Comment

None.

ADJOURN TO CLOSED SESSION FOR THE FOLLOWING:

1.A 25-1625 Conference with Legal Counsel-Anticipated Litigation
Pursuant to Gov. Code § 54956.9(d)(2) - Exposure to litigation
--Facts and circumstances not disclosed on agenda
Pursuant to Gov. Code § 54956.9(e)(1)

Conference with Legal Counsel-Anticipated Litigation
Pursuant to Gov. Code § 54956.9(d)(4) - Initiation of litigation
--Number of potential cases: 2 potential cases

(CONTINUED FROM NOVEMBER 4, 2025)

1.B 25-1526 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Marco Mercado, Ashley Lancaster, Allyson Hauck, Vitus Leung, Charles Sakai and Glen R. Googins

Employee Organization(s):
Santa Clara Firefighters, International Assoc. of Firefighters, Local 1171 (Unit #1)
International Brotherhood of Electrical Workers, Local 1245 (Unit #3)
Engineers of the City of Santa Clara (Unit #4)
Unclassified Police Management (Unit #9A)

1.C 25-1628 Conference with Legal Counsel -- Existing Litigation
Pursuant to Gov. Code 54956.9(d)(1)

City of Santa Clara v. Lingenfelter, et al., Santa Clara County Superior Court Case No. 25CV478634

Convene to Closed Session (Council Conference Room)

Mayor Gillmor adjourned into Closed Session at 6:02 PM.

ADJOURNMENT

The meeting was adjourned at 8:09 PM.

REPORTS OF ACTION TAKEN IN CLOSED SESSION, IF ANY REQUIRED, TO BE PRESENTED BY THE CITY ATTORNEY IN PERSON IN COUNCIL CHAMBERS AND AGAIN AT THE NOVEMBER 18, 2025 COUNCIL MEETING

The next regular scheduled meeting is on Tuesday, November 18, 2025 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

25-1640 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT
Action on City Bills and Claims Report for the period October 18, 2025 - November 14, 2025

BACKGROUND
Disbursements made by the City of Santa Clara (City) are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure they are reflective of the goods or services provided. Invoices are usually paid within 30 days of receipt of an accurate invoice. As a final step, the City Auditor, or designee, verifies all documents before the City issues payment. Payments are issued through accounts payable checks and wire transfers. It is important to note that items that pertain to Stadium Authority operations are billed to the Stadium Manager (ManCo) to pay on behalf of the Stadium Authority for Non-NFL events, and on behalf of the 49ers for NFL events.

The Bills and Claims Report, as required by the City Charter, represents the cash disbursements required for operations of the City for the reporting period covered. The report reflects the payment date, invoice number, description of the payment, funding source, and payment amount for all invoices. The budget control is set by the City Council through the budget adoption process. The attached report is sorted by Silicon Valley Power (SVP) expenses first, followed by the rest of the City funds.

DISCUSSION
Significant expenditures in this period include:

- Payment to Northern California Power Agency in the amount of $21,141,829 for October 2025 all resources bill.
- Payment to City of San Jose in the amount of $7,927,490 for San Jose-Santa Clara Regional Wastewater Facility (RWF), O&M billing for second quarter of FY25/26, and water meter charge.
- Payment to California Environmental Protection in the amount of $7,500,000 for bid guarantee for the November 2025 Joint Auction #45 to allow the city to procure California Carbon Allowances.
- Payment to Tri-Dam Authority/Project in the amount of $5,875,478 for September 2025 Hydroelectric purchase.
- Payment to Santa Clara Valley Water District in the amount of $5,397,179 for August and September 2025 Pump Tax (a groundwater charge that is used to pay for the protection and augmentation of water supplies in the basin).
- Payment to Castanea Project, LLC in the amount of $4,201,367 for September 2025 solar energy purchase with battery energy storage system.

Payments to ManCo are not included in the City's Bills and Claims report as they are currently reported through a separate Stadium Authority Bills and Claims report. Stadium Authority related payments in the City's Bills and Claims report include general administrative, material, and supply expenses of approximately $324,466. Included in this amount are payments totaling $315,336 to Sunnyvale Department of Public Safety, City of Menlo Park, Santa Clara County Sheriff, and California Highway Patrol for protection services for events at the stadium. These expenses are reimbursed to the City by the Stadium Authority.

During this period, payments were made on behalf of the City, Housing Authority, and the Santa Clara Stadium Authority (described above).

Certain information such as names of law firms and recipients of workers' compensation have been redacted from the Bills and Claims report. The Supreme Court of California in Los Angeles County Board of Supervisors v. Superior Court, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the City, and the specific amounts billed by each, have been redacted from the public report to maintain the confidentiality of billing records for legal services. In addition, individually identifiable information about recipients of workers' compensation has been redacted from the report based on California Labor Code section 138.7.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the Code of Regulations in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

FISCAL IMPACT

The expenditures of $111,480,852 were appropriated to various funds with the adoption of the Fiscal Year 2025/26 budget, as amended.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the list of Bills and Claims for October 18, 2025 - November 14, 2025.

Reviewed by: David Noce, Audit Manager
Approved by: Jovan D. Grogan, City Manager

ATTACHMENT
1. Bills and Claims Approved for Payment Report

City of Santa Clara
List of All Bills and Claims Approved for Payment
From 10/18/2025 to 11/14/2025

Run Date 11/18/2025
Run Time 9:10:35 AM

Sorted by Payment Amount

Fund Group: Electric Utility Funds

Payment No: W26089

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 NET EXPENSE	Electric Utility-Ops General	20,932,860.81
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 LEG & REG SUPPORT EXP	Electric Utility-Ops General	72,398.00
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 PASS THRU DEED DUES	Electric Utility-Ops General	562.00
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 PASS THRU BAMX CONSULTING	Electric Utility-Ops General	41,094.00
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 PASS THRU SEPA DUES	Electric Utility-Ops General	235.00
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 PASS THRU CUST PROJECTS	Electric Utility-Ops Restrictd	8,820.50
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 PASS THRU CUST PROJECTS	Electric Utility-Ops Restrictd	8,820.50
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 PASS THRU APPA DUES	Electric Utility-Ops General	6,847.00
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 PASS THRU CEE DUES	Electric Utility-Ops General	56.00
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 PASS THRU ASE DUES	Electric Utility-Ops General	14.00
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 PASS THRU WREGIS FEE	Electric Utility-Ops Restrictd	253.00
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 PASS THRU ADM INV25010725	Electric Utility-Ops Restrictd	38,495.00
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 PASS THRU CCES INVS25-525	Electric Utility-Ops Restrictd	4,054.00
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 PASS THRU CR INV000125465	Electric Utility-Ops	15,553.01

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Restrictd	
2025-10-23	NORTHERN CALIF POWER AGENCY	00585378	006002-1025027	FY26 PASS THRU CR INV000126902	Electric Utility-Ops Restrictd	11,766.18
				Total for Payment No.:		21,141,829.00

Payment No: W26098

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-06	CA ENVIRONMENTAL PROTECTION	00586436	507OCT2025	2511 BID GUARANTEE AUCTION #45	Electric Utility-Ops General	7,500,000.00
				Total for Payment No.:		7,500,000.00

Payment No: 034819

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	TRI-DAM PROJECT	00585499	2025-09 SVP	2509 BEARDSLEY BUNDLED ENERGY	Electric Utility-Ops General	548,907.76
2025-10-31	TRI-DAM PROJECT	00585499	2025-09 SVP	2509 BEARDSLEY RA	Electric Utility-Ops General	70,300.00
2025-10-31	TRI-DAM PROJECT	00585499	2025-09 SVP	2509 DONNELLS BUNDLED ENERGY	Electric Utility-Ops General	2,029,864.84
2025-10-31	TRI-DAM PROJECT	00585499	2025-09 SVP	2509 DONNELLS RA	Electric Utility-Ops General	1,332,000.00
2025-10-31	TRI-DAM PROJECT	00585499	2025-09 SVP	2509 DONNELLS AS	Electric Utility-Ops General	62,310.00
2025-10-31	TRI-DAM PROJECT	00585499	2025-09 SVP	2509 TULLOCH BUNDLED ENERGY	Electric Utility-Ops General	687,014.81
2025-10-31	TRI-DAM PROJECT	00585499	2025-09 SVP	2509 TULLOCH RA CAPACITY	Electric Utility-Ops General	216,842.73
				Total for Payment No.:		4,947,240.14

Payment No: 034905

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CASTANEA PROJECT, LLC	00586306	CA-SVP-009	2509 SOLAR ENERGY PURCHASE	Electric Utility-Ops	2,088,027.38

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
2025-11-14	CASTANEA PROJECT, LLC	00586306	CA-SVP-009	2509 SOLAR DEEMED DELIVERED	Electric Utility-Ops General	20,839.88
2025-11-14	CASTANEA PROJECT, LLC	00586306	CA-SVP-009	2509 BATTERY ENERGY PURCHASE	Electric Utility-Ops General	2,092,500.00
				Total for Payment No.:		4,201,367.26

Payment No: 729678

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	DELTA STAR	00586147	PI007258	PURCHASE OF TRANSFORMER 1 FOR	Electric Utility-Construction	1,364,276.00
2025-10-31	DELTA STAR	00586148	PI007259	PURCHASE OF TRANSFORMER 2 FOR	Electric Utility-Construction	1,359,026.00
				Total for Payment No.:		2,723,302.00

Payment No: 034954

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	TRANSCANADA TURBINES INC	00586985	1021224	PN# L31476P61 NOZZLE,FUEL,DUAL	Electric Utility-Ops General	13,969.09
2025-11-14	TRANSCANADA TURBINES INC	00586985	1021224	FREIGHT	Electric Utility-Ops General	215.00
2025-11-14	TRANSCANADA TURBINES INC	00587047	1021307	ITEM 1: LABOR & EXPENSES (INSP	Electric Utility-Ops General	39,364.85
2025-11-14	TRANSCANADA TURBINES INC	00587047	1021307	ITEM 2: LM6000 BSI KIT (PN 956	Electric Utility-Ops General	2,760.86
2025-11-14	TRANSCANADA TURBINES INC	00587047	1021307	ITEM 3: SAFETY CONSUMABLE, SMA	Electric Utility-Ops General	500.00
2025-11-14	TRANSCANADA TURBINES INC	00587047	1021307	ITEM 4: LABOR & EXPENSES FOR R	Electric Utility-Ops General	177,061.41
2025-11-14	TRANSCANADA TURBINES INC	00587047	1021307	ITEM 4: CONSUMABLE PARTS	Electric Utility-Ops General	36,641.47
2025-11-14	TRANSCANADA TURBINES INC	00587047	1021307	ITEM 5: SAFETY CONSUMABLE, LAR	Electric Utility-Ops General	1,900.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	TRANSCANADA TURBINES INC	00587047	1021307	ITEM 6: TRANSPORTATION	Electric Utility-Ops General	70,600.71
2025-11-14	TRANSCANADA TURBINES INC	00587047	1021307	ITEM 7: STAGE 1 HPT NOZZLE ASS	Electric Utility-Ops General	534,712.50
2025-11-14	TRANSCANADA TURBINES INC	00587047	1021307	ITEM 8: CONSUMABLE PARTS REQUI	Electric Utility-Ops General	30,391.31
2025-11-14	TRANSCANADA TURBINES INC	00587047	1021307	ITEM 9: LPT REPAIR - DEPOT WOR	Electric Utility-Ops General	826,079.74
2025-11-14	TRANSCANADA TURBINES INC	00587047	1021307	ITEM 9: LPT REPAIR - DEPOT WOR	Electric Utility-Ops General	67,564.20
2025-11-14	TRANSCANADA TURBINES INC	00587047	1021307	ITEM 10: PN L31476P61 NOZZLE,F	Electric Utility-Ops General	130,378.19
2025-11-14	TRANSCANADA TURBINES INC	00587047	1021307	ITEM 11: PN L31476P62 NOZZLE,F	Electric Utility-Ops General	9,312.73
				Total for Payment No.:		1,941,452.06

Payment No: 034951

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	THE OKONITE COMPANY	00586509	2KC23	WIRE, 1100 KCMIL TRIPLEXED, CL	Electric Utility-Ops General	140,881.66
2025-11-14	THE OKONITE COMPANY	00586509	2KC23	TARIFF	Electric Utility-Ops General	2,433.30
2025-11-14	THE OKONITE COMPANY	00586510	2KC24	WIRE, 1100 KCMIL TRIPLEXED, CL	Electric Utility-Ops General	140,942.85
2025-11-14	THE OKONITE COMPANY	00586510	2KC24	TARIFF	Electric Utility-Ops General	2,434.36
2025-11-14	THE OKONITE COMPANY	00586511	2KE01	WIRE, 1100 KCMIL TRIPLEXED, CL	Electric Utility-Ops General	56,719.78
2025-11-14	THE OKONITE COMPANY	00586511	2KE01	TARIFF	Electric Utility-Ops General	979.66
2025-11-14	THE OKONITE COMPANY	00586512	2KE02	WIRE, 1100 KCMIL TRIPLEXED, CL	Electric Utility-Ops General	141,554.72
2025-11-14	THE OKONITE COMPANY	00586512	2KE02	TARIFF	Electric Utility-Ops General	2,444.93

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	THE OKONITE COMPANY	00586514	2KF19	WIRE, 1100 KCMIL TRIPLEXED, CL	Electric Utility-Ops General	141,799.46
2025-11-14	THE OKONITE COMPANY	00586514	2KF19	TARIFF	Electric Utility-Ops General	2,449.16
2025-11-14	THE OKONITE COMPANY	00586515	2KF20	WIRE, 1100 KCMIL TRIPLEXED, CL	Electric Utility-Ops General	141,493.52
2025-11-14	THE OKONITE COMPANY	00586515	2KF20	TARIFF	Electric Utility-Ops General	2,443.88
2025-11-14	THE OKONITE COMPANY	00586517	2KG23	WIRE, 1100 KCMIL TRIPLEXED, CL	Electric Utility-Ops General	140,881.66
2025-11-14	THE OKONITE COMPANY	00586517	2KG23	TARIFF	Electric Utility-Ops General	2,433.30
2025-11-14	THE OKONITE COMPANY	00586518	2KH24	WIRE, 1100 KCMIL TRIPLEXED, CL	Electric Utility-Ops General	140,820.48
2025-11-14	THE OKONITE COMPANY	00586518	2KH24	TARIFF	Electric Utility-Ops General	2,432.24
2025-11-14	THE OKONITE COMPANY	00586520	2KI26	WIRE, 1100 KCMIL TRIPLEXED, CL	Electric Utility-Ops General	141,799.46
2025-11-14	THE OKONITE COMPANY	00586520	2KI26	TARIFF	Electric Utility-Ops General	2,449.16
2025-11-14	THE OKONITE COMPANY	00586521	2KI27	WIRE, 1100 KCMIL TRIPLEXED, CL	Electric Utility-Ops General	141,799.46
2025-11-14	THE OKONITE COMPANY	00586521	2KI27	TARIFF	Electric Utility-Ops General	2,449.16
2025-11-14	THE OKONITE COMPANY	00586523	2KM02	WIRE, 1100 KCMIL TRIPLEXED, CL	Electric Utility-Ops General	56,719.78
2025-11-14	THE OKONITE COMPANY	00586523	2KM02	TARIFF	Electric Utility-Ops General	979.66
2025-11-14	THE OKONITE COMPANY	00586524	2KR37	WIRE, 1100 KCMIL TRIPLEXED, CL	Electric Utility-Ops General	56,230.29
2025-11-14	THE OKONITE COMPANY	00586524	2KR37	TARIFF	Electric Utility-Ops General	971.21
2025-11-14	THE OKONITE COMPANY	00586654	2KV48	WIRE, 1100 KCMIL TRIPLEXED, CL	Electric Utility-Ops General	112,368.81
2025-11-14	THE OKONITE COMPANY	00586654	2KV48	TARIFF	Electric Utility-Ops	1,940.83

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		1,580,852.78

Payment No: 034897

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AQUAMARINE WESTSIDE, LLC	00586905	AQUA-SVP-02-009	2509 AVAILABLE SOLAR ENERGY	Electric Utility-Ops General	2,341,646.93
2025-11-14	AQUAMARINE WESTSIDE, LLC	00586905	AQUA-SVP-02-009	2509 SOLAR ENERGY&REC PURCHASE	Electric Utility-Ops General	86.93
2025-11-14	AQUAMARINE WESTSIDE, LLC	00586905	AQUA-SVP-02-009	2509 CAISO REIMB CREDIT	Electric Utility-Ops General	-942,527.13
				Total for Payment No.:		1,399,206.73

Payment No: 034765

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	3M COMPANY	00584116	9760431597	3M MATERIAL NUMBER: 7100091562	Electric Utility-Construction	437,042.68
2025-10-31	3M COMPANY	00584146	9435502383	3M MATERIAL NUMBER: 7100092473	Electric Utility-Construction	37,045.76
2025-10-31	3M COMPANY	00584146	9435502383	3M MATERIAL NUMBER: 7100091496	Electric Utility-Construction	2,520.79
2025-10-31	3M COMPANY	00584147	9435502396	3M MATERIAL NUMBER: 7100092473	Electric Utility-Construction	1,543.57
2025-10-31	3M COMPANY	00584179	9435502404	3M MATERIAL NUMBER: 7100205468	Electric Utility-Construction	550.32
2025-10-31	3M COMPANY	00584179	9435502404	3M MATERIAL NUMBER: 7100205468	Electric Utility-Construction	183.44
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100059054	Electric Utility-Construction	30.56
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7000031904	Electric Utility-Construction	5,927.67
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7000031783	Electric Utility-Construction	330.65

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: N/A (3M ST	Electric Utility-Construction	17,023.50
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100115141	Electric Utility-Construction	3,379.38
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7000031694	Electric Utility-Construction	447.85
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100234660	Electric Utility-Construction	111.31
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100168729	Electric Utility-Construction	1,504.29
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: N/A (3M ST	Electric Utility-Construction	5,260.92
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100092473	Electric Utility-Construction	35,502.18
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100091496	Electric Utility-Construction	2,520.79
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100205468	Electric Utility-Construction	366.88
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100059054	Electric Utility-Construction	30.56
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7000031783	Electric Utility-Construction	330.65
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7010349633	Electric Utility-Construction	6,216.85
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: N/A (3M ST	Electric Utility-Construction	35,356.50
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100115141	Electric Utility-Construction	3,379.38
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7000031694	Electric Utility-Construction	447.85
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100234660	Electric Utility-Construction	111.31
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: 7100168729	Electric Utility-Construction	1,504.29
2025-10-31	3M COMPANY	00584183	9435502348	3M MATERIAL NUMBER: N/A (3M ST	Electric Utility-	3,682.64

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Construction	
2025-10-31	3M COMPANY	00584187	9760431180	3M MATERIAL NUMBER: 7100091562	Electric Utility-Construction	712,471.91
2025-10-31	3M COMPANY	00584189	9434933884	3M ACCR 715-T13 STILT CONDUCTO	Electric Utility-Construction	54,619.25
				Total for Payment No.:		1,369,443.73

Payment No: 034689

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	AQUAMARINE WESTSIDE, LLC	00584775	AQUA-SVP-02-008	2508 AVAILABLE SOLAR ENERGY	Electric Utility-Ops General	3,310.75
2025-10-24	AQUAMARINE WESTSIDE, LLC	00584775	AQUA-SVP-02-008	2508 SOLAR ENERGY&REC PURCHASE	Electric Utility-Ops General	2,909,710.35
2025-10-24	AQUAMARINE WESTSIDE, LLC	00584775	AQUA-SVP-02-008	2508 CAISO REIMB CREDIT	Electric Utility-Ops General	-1,597,264.35
				Total for Payment No.:		1,315,756.75

Payment No: W26088

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-21	VANTAGE DATA CENTERS CA31 LLC	00585502	42449OCT2025	REFUND FOR BOWERS SUB	Electric Utility-Construction	1,200,000.00
				Total for Payment No.:		1,200,000.00

Payment No: 034938

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	MSR ENERGY AUTHORITY	00586970	EA2494	2510 NATURAL GAS PURCH DVR	Electric Utility-Ops General	1,101,984.01
2025-11-14	MSR ENERGY AUTHORITY	00586970	EA2494	2510 NATURAL GAS PURCH GIA	Electric Utility-Ops General	7,699.74
				Total for Payment No.:		1,109,683.75

Payment No: 034749

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	TRI-DAM POWER AUTHORITY	00585072	2025-09S SVP	2509 ENERGY PURCH (HYDRO)	Electric Utility-Ops General	777,150.67
2025-10-24	TRI-DAM POWER AUTHORITY	00585072	2025-09S SVP	2509 CAPACITY PURCH RA (HYDRO)	Electric Utility-Ops General	151,086.80
				Total for Payment No.:		928,237.47

Payment No: 034922

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	HENKELS & MCCOY WEST	00586982	419495	LABOR FOR OH/UG SERVICES	Electric Utility-Ops General	316,017.91
2025-11-14	HENKELS & MCCOY WEST	00586982	419495	EQUIPMENT FOR OH/UG SERVICES	Electric Utility-Ops General	66,411.98
2025-11-14	HENKELS & MCCOY WEST	00586982	419495	SUBSISTENCE FOR OH/UG SERVICES	Electric Utility-Ops General	37,280.00
2025-11-14	HENKELS & MCCOY WEST	00586983	423050	LABOR FOR OH/UG SERVICES	Electric Utility-Ops General	242,005.52
2025-11-14	HENKELS & MCCOY WEST	00586983	423050	EQUIPMENT FOR OH/UG SERVICES	Electric Utility-Ops General	52,672.72
2025-11-14	HENKELS & MCCOY WEST	00586983	423050	SUBSISTENCE FOR OH/UG SERVICES	Electric Utility-Ops General	28,975.00
2025-11-14	HENKELS & MCCOY WEST	00586983	423050	SUBCONTRACTOR EQUIPMENT AND SE	Electric Utility-Ops General	24,147.48
				Total for Payment No.:		767,510.61

Payment No: 034808

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PROENERGY SERVICES LLC	00585646	174609	LEASE OF LM6000 PC GAS TURBINE	Electric Utility-Ops General	740,000.00
				Total for Payment No.:		740,000.00

Payment No: 034894

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AMERESCO	00586337	80534	2509 FORWARD BUNDLED ENERGY	Electric Utility-Ops General	312,448.09
2025-11-14	AMERESCO	00586337	80534	2509 FORWARD GRID MGMT GMC	Electric Utility-Ops General	9,316.37
2025-11-14	AMERESCO	00586338	80535	2509 VASCO EXP ENG BUNDLED	Electric Utility-Ops General	315,591.04
2025-11-14	AMERESCO	00586338	80535	2509 VASCO GMC COSTS GRID MGT	Electric Utility-Ops General	13,065.57
				Total for Payment No.:		650,421.07

Payment No: 729976

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ROYAL SWITCHGEAR MANUFACTURING CO	00586469	81491-8	NRS-ESPERANCA SUBSTATION PART	Electric Utility-Construction	160,192.80
2025-11-07	ROYAL SWITCHGEAR MANUFACTURING CO	00586469	81491-8	NRS PART DESCRIPTION 60KV: 72.	Electric Utility-Construction	409,381.60
2025-11-07	ROYAL SWITCHGEAR MANUFACTURING CO	00586469	81491-8	NRS PART DESCRIPTION 60KV: SPA	Electric Utility-Construction	35,598.40
				Total for Payment No.:		605,172.80

Payment No: 034815

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	STANTEC CONSULTING SERVICES	00586151	2448354	CHANGE ORDER 1: ADDITIONAL SER	Electric Utility-Construction	561,677.16
2025-10-31	STANTEC CONSULTING SERVICES	00586151	2448354	CHANGE ORDER 2 (CHANGE ORDER 4	Electric Utility-Construction	35,662.21
				Total for Payment No.:		597,339.37

Payment No: 729477

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PG&E	00585070	6738869084-3 OCT2025	2509 GAS TRANSPORT DVR	Electric Utility-Ops General	569,348.11

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		569,348.11

Payment No: 034901

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	BEAR ELECTRICAL SOLUTIONS, INC.	00586930	28125	TASMAN DRIVE STREETLIGHT REPLA	Electric Utility-Street Lights	258,937.00
2025-11-14	BEAR ELECTRICAL SOLUTIONS, INC.	00586930	28125	RETENTION	Electric Utility-Street Lights	-12,946.85
2025-11-14	BEAR ELECTRICAL SOLUTIONS, INC.	00587105	28126	GREAT AMERICA PARKWAY STREETLI	Electric Utility-Street Lights	333,250.00
2025-11-14	BEAR ELECTRICAL SOLUTIONS, INC.	00587105	28126	RETENTION	Electric Utility-Street Lights	-16,662.50
				Total for Payment No.:		562,577.65

Payment No: 729657

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ALTEC INDUSTRIES INC	00586125	7456278	60" DIGGER DERRICK	Electric Utility-Ops General	386,065.26
2025-10-31	ALTEC INDUSTRIES INC	00586125	7456278	SOURCEWELL OPTIONS ON CONTRACT	Electric Utility-Ops General	35,251.52
2025-10-31	ALTEC INDUSTRIES INC	00586125	7456278	SOURCEWELL OPTIONS ON CONTRACT	Electric Utility-Ops General	34,285.65
2025-10-31	ALTEC INDUSTRIES INC	00586125	7456278	OPEN MARKET ITEMS	Electric Utility-Ops General	85,668.18
2025-10-31	ALTEC INDUSTRIES INC	00586125	7456278	DELIVERY FEE	Electric Utility-Ops General	715.00
				Total for Payment No.:		541,985.61

Payment No: W26086

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-20	RE ROSAMOND ONE LLC	00585080	00142	2509 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	522,531.70

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		522,531.70

Payment No: 034725

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MANZANA WIND LLC	00585147	280621	2509 ENERGY PURCHSE (WIND)	Electric Utility-Ops General	807,248.86
2025-10-24	MANZANA WIND LLC	00585147	280621	2509 PPA ENERGY REVENUE (WIND)	Electric Utility-Ops General	-326,724.15
				Total for Payment No.:		480,524.71

Payment No: 034690

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	BEAR ELECTRICAL SOLUTIONS, INC.	00585741	27685	TASMAN DRIVE STREETLIGHT REPLA	Electric Utility-Street Lights	393,171.00
2025-10-24	BEAR ELECTRICAL SOLUTIONS, INC.	00585741	27685	RETENTION	Electric Utility-Street Lights	-19,658.55
				Total for Payment No.:		373,512.45

Payment No: W26091

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-27	EDF TRADING NORTH AMERICA LLC	00585926	4692535	2509 LT PURCHASE DVR	Electric Utility-Ops General	638,484.62
2025-10-27	EDF TRADING NORTH AMERICA LLC	00585926	4692535	2509 ST SALE DVR	Electric Utility-Ops General	-423,692.56
2025-10-27	EDF TRADING NORTH AMERICA LLC	00585926	4692535	2509 ST PURCHASE DVR	Electric Utility-Ops General	118,646.98
2025-10-27	EDF TRADING NORTH AMERICA LLC	00585926	4692535	2509 IMBALANCE SALE DVR	Electric Utility-Ops General	-59,834.84
2025-10-27	EDF TRADING NORTH AMERICA LLC	00585926	4692535	2509 IMBALANCE PURCHASE DVR	Electric Utility-Ops General	154,983.60
2025-10-27	EDF TRADING NORTH AMERICA LLC	00585926	4692535	2509 LT PURCHASE GIA	Electric Utility-Ops General	50,765.38

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-27	EDF TRADING NORTH AMERICA LLC	00585926	4692535	2509 ST SALE GIA	Electric Utility-Ops General	-33,687.44
2025-10-27	EDF TRADING NORTH AMERICA LLC	00585926	4692535	2509 ST PURCHASE GIA	Electric Utility-Ops General	9,433.52
2025-10-27	EDF TRADING NORTH AMERICA LLC	00585926	4692535	2509 IMBALANCE SALE GIA	Electric Utility-Ops General	-4,757.42
2025-10-27	EDF TRADING NORTH AMERICA LLC	00585926	4692535	2509 IMBALANCE PURCHASE GIA	Electric Utility-Ops General	12,322.62
				Total for Payment No.:		462,664.46

Payment No: 034705

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	EPM POWER & WATER SOLUTIONS	00585560	9107339	HARDWARE AND SOFTWARE FOR GIAN	Electric Utility-Construction	68,900.00
2025-10-24	EPM POWER & WATER SOLUTIONS	00585560	9107339	ENGINEERING SERVICES AND LABOR	Electric Utility-Construction	339,475.00
				Total for Payment No.:		408,375.00

Payment No: 003891

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-29	CA DEPT OF TAX & FEE ADMIN	00587234	JUL-SEP2025	DD:ELEC ENERGY SURCHARGE	Electric Utility-Ops General	387,014.00
				Total for Payment No.:		387,014.00

Payment No: 034695

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CENTRAL 40 LLC	00585500	131576-2025-09	2509 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	380,969.63
				Total for Payment No.:		380,969.63

Payment No: 034844

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	DAVEY TREE SURGERY	00585890	920065411	2509 TREE TRIM PWR LINES	Electric Utility-Ops General	371,495.10
				Total for Payment No.:		371,495.10

Payment No: 034881

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	TRAYER ENGINEERING CORP	00586475	0000031660	SWITCH, PADMOUNT, LIQUID-INSUL	Electric Utility-Ops General	269,970.88
2025-11-07	TRAYER ENGINEERING CORP	00586475	0000031660	UG SWITCH PRF RECEIPT ERR PO	Electric Utility-Construction	67,492.72
				Total for Payment No.:		337,463.60

Payment No: 729732

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ROYAL SWITCHGEAR MANUFACTURING CO	00586226	81511-8	NRS PART DESCRIPTION 60KV: SPA	Electric Utility-Construction	756.00
2025-10-31	ROYAL SWITCHGEAR MANUFACTURING CO	00586226	81511-8	NRS PART DESCRIPTION 60KV: SPA	Electric Utility-Construction	572.00
2025-10-31	ROYAL SWITCHGEAR MANUFACTURING CO	00586226	81511-8	NRS PART DESCRIPTION 60KV: 72.	Electric Utility-Construction	249,188.80
2025-10-31	ROYAL SWITCHGEAR MANUFACTURING CO	00586228	82376-8	NRS PART DESCRIPTION 60KV: 72.	Electric Utility-Construction	35,598.40
2025-10-31	ROYAL SWITCHGEAR MANUFACTURING CO	00586229	82392-8	NRS PART DESCRIPTION 60KV: 72.	Electric Utility-Construction	17,799.20
				Total for Payment No.:		303,914.40

Payment No: 730059

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	PG&E	00585945	0008443365-5	2507 GRIZZLY TAPLINE REBUILD	Electric Utility-Construction	291,182.06
				Total for Payment No.:		291,182.06

Payment No: 034800

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MSR PUBLIC POWER AGENCY	00585503	101125	2509 BIG HORN 2 POWER	Electric Utility-Ops General	285,421.44
				Total for Payment No.:		285,421.44

Payment No: 730099

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	DEVELOPMENT GROUP INC	00586986	29890	PROFESSIONAL SERVICES/INSTALLA	Electric Utility-Construction	94,211.42
2025-11-14	DEVELOPMENT GROUP INC	00586993	29924	PARTS AND MATERIALS FOR SECURI	Electric Utility-Construction	20,613.17
2025-11-14	DEVELOPMENT GROUP INC	00587107	29918	PARTS AND MATERIALS FOR SECURI	Electric Utility-Construction	84,134.72
2025-11-14	DEVELOPMENT GROUP INC	00587107	29918	LICENSES FOR SECURITY SURVEILL	Electric Utility-Construction	79,704.25
				Total for Payment No.:		278,663.56

Payment No: 034882

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	US BANK NATIONAL ASSOCIATION	00585923	EO&M000271125	2510 CVP O&M FUNDING#1 FY2027	Electric Utility-Ops General	240,300.00
				Total for Payment No.:		240,300.00

Payment No: 034916

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	FRIANT POWER AUTHORITY	00586904	862	2510 ENERGY PURCH (HYDRO1)	Electric Utility-Ops General	224,454.32
				Total for Payment No.:		224,454.32

Payment No: 034767

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	AECOM TECHNICAL SERVICES, INC	00586003	2001066852	PROGRAM IMPLEMENTATION FOR	Electric Utility-	100,099.95

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				SVP	Construction	
2025-10-31	AECOM TECHNICAL SERVICES, INC	00586223	2001066888	ADDITIONAL PROJECT MANAGEMENT	Electric Utility-Construction	33,505.89
2025-10-31	AECOM TECHNICAL SERVICES, INC	00586224	2001066865	SERVICES FOR KRS REBUILD AND R	Electric Utility-Construction	22,444.09
2025-10-31	AECOM TECHNICAL SERVICES, INC	00586224	2001066865	ADDITIONAL PROJECT MANAGEMENT	Electric Utility-Construction	20,513.53
2025-10-31	AECOM TECHNICAL SERVICES, INC	00586225	2001066868	CHANGE ORDER 2: ADDITIONAL SER	Electric Utility-Construction	44,701.66
				Total for Payment No.:		221,265.12

Payment No: 034878

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	THE OKONITE COMPANY	00585522	9CZ68	CREDIT MEMO TARIFF	Electric Utility-Construction	-21.30
2025-11-07	THE OKONITE COMPANY	00585523	9CZ69	CREDIT TARIFF	Electric Utility-Construction	-21.34
2025-11-07	THE OKONITE COMPANY	00585524	9CZ70	CREDIT TARIFF	Electric Utility-Construction	-21.31
2025-11-07	THE OKONITE COMPANY	00585525	9CZ71	CREDIT TARIFF	Electric Utility-Construction	-21.22
2025-11-07	THE OKONITE COMPANY	00585526	9CZ72	CREDIT TARIFF	Electric Utility-Construction	-21.21
2025-11-07	THE OKONITE COMPANY	00585527	9CZ73	CREDIT TARIFF	Electric Utility-Construction	-21.34
2025-11-07	THE OKONITE COMPANY	00585528	9CZ74	CREDIT TARIFF	Electric Utility-Construction	-21.34
2025-11-07	THE OKONITE COMPANY	00585529	9CZ75	CREDIT TARIFF	Electric Utility-Construction	-8.54
2025-11-07	THE OKONITE COMPANY	00585531	9CZ76	CREDIT TARIFF	Electric Utility-Construction	-21.20
2025-11-07	THE OKONITE COMPANY	00585532	9CZ77	CREDIT TARIFF	Electric Utility-Construction	-21.21
2025-11-07	THE OKONITE COMPANY	00586734	2LJ40	WIRE, 15KV, UG, 3/C, AL, EPR 1	Electric Utility-Ops	179,825.49

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
2025-11-07	THE OKONITE COMPANY	00586734	2LJ40	TARIFF CHARGE	Electric Utility-Ops General	651.69
2025-11-07	THE OKONITE COMPANY	00586735	2LK63	WIRE, 15KV, UG, 3/C, AL, EPR 1	Electric Utility-Ops General	35,942.70
2025-11-07	THE OKONITE COMPANY	00586735	2LK63	TARIFF CHARGE	Electric Utility-Ops General	130.26
				Total for Payment No.:		216,350.13

Payment No: 034712

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	HENKELS & MCCOY WEST LLC	00585843	426092	SAN TOMAS 2442-9668 TLINE EXTE	Electric Utility-Construction	202,211.67
2025-10-24	HENKELS & MCCOY WEST LLC	00585843	426092	RETENTION	Electric Utility-Construction	-10,110.58
				Total for Payment No.:		192,101.09

Payment No: 034858

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	HITACHI ENERGY USA INC.	00585924	815162070	EMS SMA SVC FEE	Electric Utility-Ops General	187,722.00
				Total for Payment No.:		187,722.00

Payment No: 034898

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ARCOS LLC	00586110	IN43573	ARCOS MILESTONE BILLING #2	Electric Utility-Ops General	51,000.00
2025-11-14	ARCOS LLC	00586111	IN43872	ARCOS SERVICES YR2 OCT25-SEP26	Electric Utility-Ops General	132,642.00
				Total for Payment No.:		183,642.00

Payment No: 034782

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ELECTRICAL CONSULTANTS INC	00586044	133599	CHANGE ORDER 1: ADDITIONAL FUN	Electric Utility-Construction	168,736.00
2025-10-31	ELECTRICAL CONSULTANTS INC	00586146	135312	ENGINEERING ASSESSMENT (EVALUA	Electric Utility-Construction	383.50
2025-10-31	ELECTRICAL CONSULTANTS INC	00586219	135313	ENGINEERING ASSESSMENT (EVALUA	Electric Utility-Construction	653.50
				Total for Payment No.:		169,773.00

Payment No: 729739

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SOUDI CONSULTANTS INC	00585842	SC2505	RELAY SETTINGS AND COORDINATIO	Electric Utility-Construction	112,925.00
2025-10-31	SOUDI CONSULTANTS INC	00585844	SC2504	CHANGE ORDER 2: ARC FLASH STUD	Electric Utility-Construction	43,650.00
				Total for Payment No.:		156,575.00

Payment No: 034728

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585046	0000556912	SVP 881 MARTIN SVC OCT 25	Electric Utility-Ops General	1,244.50
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585051	0000555944	DEBRIS BIN HAULING SEPT 25	Electric Utility-Ops General	3,222.35
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585054	0000556906	CART & FRONT LOAD BIN OCT 25	Electric Utility-Ops General	6,195.67
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585054	0000556906	CART & FRONT LOAD BIN OCT 25	Electric Utility-Ops General	480.58
				Total for Payment No.:		11,143.10

Payment No: 729651

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PG&E	00585285	0008449556-3	2509 GRIZZ PH O&M NONTAXABLE	Electric Utility-Ops General	131,497.29

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PG&E	00585285	0008449556-3	2509 GRIZZ PH O&M TAXABLE	Electric Utility-Ops General	581.11
				Total for Payment No.:		132,078.40

Payment No: 034789

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	HENKELS & MCCOY WEST LLC	00586149	424762	CHANGE ORDER 1 (IN CORRELATION	Electric Utility-Construction	123,988.14
2025-10-31	HENKELS & MCCOY WEST LLC	00586149	424762	RETENTION	Electric Utility-Construction	-6,199.41
				Total for Payment No.:		117,788.73

Payment No: 729722

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ORLAND UNIT WATER USERS ASSN.	00585279	2031OCT2025	2509 STONY CREEK HYDRO EXP	Electric Utility-Ops General	66,182.63
2025-10-31	ORLAND UNIT WATER USERS ASSN.	00585279	2031OCT2025	2509 STONY CREEK HYDRO EXP	Electric Utility-Ops General	30,125.70
2025-10-31	ORLAND UNIT WATER USERS ASSN.	00585279	2031OCT2025	2509 STONY CREEK HYDRO EXP	Electric Utility-Ops General	91.93
2025-10-31	ORLAND UNIT WATER USERS ASSN.	00585279	2031OCT2025	2509 STONY CREEK HYDRO EXP	Electric Utility-Ops General	91.93
2025-10-31	ORLAND UNIT WATER USERS ASSN.	00585279	2031OCT2025	2509 STONY CREEK HYDRO EXP	Electric Utility-Ops General	18,450.33
2025-10-31	ORLAND UNIT WATER USERS ASSN.	00585279	2031OCT2025	2509 STONY CREEK HYDRO EXP	Electric Utility-Ops General	91.93
				Total for Payment No.:		115,034.45

Payment No: 034704

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ELECTRICAL CONSULTANTS INC	00585561	134615	TRANSMISSION LINE DESIGN FOR S	Electric Utility-Construction	5,620.53

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ELECTRICAL CONSULTANTS INC	00585620	133597	CHANGE ORDER 1: ADDITIONAL FUN	Electric Utility-Construction	90,906.42
				Total for Payment No.:		96,526.95

Payment No: 003882

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-20	CA DEPT OF TAX & FEE ADMIN	00584899	SEPTEMBER2025	DD:SALES & USE TAX	Electric Utility-Ops General	91,152.80
2025-10-20	CA DEPT OF TAX & FEE ADMIN	00584899	SEPTEMBER2025	DD:SALES & USE TAX	Electric Utility-Construction	1,298.49
2025-10-20	CA DEPT OF TAX & FEE ADMIN	00584899	SEPTEMBER2025	DD:SALES & USE TAX	Electric Utility-Ops General	0.84
				Total for Payment No.:		92,452.13

Payment No: W26096

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GAHRAHMAT FAMILY LTD II	00586339	GFLP2-23795	YP2511 RENT 881 MARTN NOV25	Electric Utility-Ops General	56,723.61
2025-10-31	GAHRAHMAT FAMILY LTD II	00586339	GFLP2-23795	YP2511 RENT 881 MARTN NOV25	Electric Utility-Ops Restrictd	3,620.66
2025-10-31	GAHRAHMAT FAMILY LTD II	00586339	GFLP2-23795	YP2511 PROP TAX/INS/MGMT FEE N	Electric Utility-Ops General	7,360.95
2025-10-31	GAHRAHMAT FAMILY LTD II	00586339	GFLP2-23795	YP2511 PROP TAX/INS/MGMT FEE N	Electric Utility-Ops Restrictd	469.85
2025-10-31	GAHRAHMAT FAMILY LTD II	00586339	GFLP2-23795	YP2510COMM ARE 881 MRTN OCT25	Electric Utility-Ops General	2,421.48
2025-10-31	GAHRAHMAT FAMILY LTD II	00586339	GFLP2-23795	YP2510COMM ARE 881 MRTN OCT25	Electric Utility-Ops Restrictd	154.56
2025-10-31	GAHRAHMAT FAMILY LTD II	00586339	GFLP2-23795	YP2509PGE 881 MARTN SEP25	Electric Utility-Ops General	1,185.86
2025-10-31	GAHRAHMAT FAMILY LTD II	00586339	GFLP2-23795	YP2509PGE 881 MARTN SEP25	Electric Utility-Ops Restrictd	75.69
2025-10-31	GAHRAHMAT FAMILY LTD II	00586339	GFLP2-23795	YP2509 SC UTILITIES ELECTRIC S	Electric Utility-Ops General	12,493.21

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GAHRAHMAT FAMILY LTD II	00586339	GFLP2-23795	YP2509 SC UTILITIES ELECTRIC S	Electric Utility-Ops Restrictd	797.44
2025-10-31	GAHRAHMAT FAMILY LTD II	00586339	GFLP2-23795	YP2509 UTIL WTR/SWR/FIRSEP25	Electric Utility-Ops General	2,376.98
2025-10-31	GAHRAHMAT FAMILY LTD II	00586339	GFLP2-23795	YP2509 UTIL WTR/SWR/FIRSEP25	Electric Utility-Ops Restrictd	151.72
				Total for Payment No.:		87,832.01

Payment No: 034845

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	DNV ENERGY SERVICES USA INC	00585886	875010019241	YP2509 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	37,060.53
2025-11-07	DNV ENERGY SERVICES USA INC	00585886	875010019241	YP2509 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	26,110.83
2025-11-07	DNV ENERGY SERVICES USA INC	00585886	875010019241	YP2509 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	12,634.27
2025-11-07	DNV ENERGY SERVICES USA INC	00585886	875010019241	YP2509 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	3,369.14
2025-11-07	DNV ENERGY SERVICES USA INC	00585886	875010019241	YP2509 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	5,053.70
				Total for Payment No.:		84,228.47

Payment No: 729478

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PG&E	00585071	6960110313-3 OCT2025	2509 GAS TRANSPORT GIA	Electric Utility-Ops General	83,267.98
				Total for Payment No.:		83,267.98

Payment No: 034780

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	DNV ENERGY SERVICES USA INC	00581979	875010018866	YP2507 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	41,178.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	DNV ENERGY SERVICES USA INC	00581979	875010018866	YP2507 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	24,707.10
2025-10-31	DNV ENERGY SERVICES USA INC	00581979	875010018866	YP2507 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	8,235.70
2025-10-31	DNV ENERGY SERVICES USA INC	00581979	875010018866	YP2507 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	4,117.85
2025-10-31	DNV ENERGY SERVICES USA INC	00581979	875010018866	YP2507 BUSINS ENRG EFF PROG	Electric Utility-Ops Restrictd	4,117.85
				Total for Payment No.:		82,357.00

Payment No: 730058

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	PG&E	00585240	0008449559-7	2509 GRIZZLY COP NONTAXABLE	Electric Utility-Ops General	72,253.26
2025-11-14	PG&E	00585240	0008449559-7	2509 GRIZZLY COP TAXABLE	Electric Utility-Ops General	8,669.87
				Total for Payment No.:		80,923.13

Payment No: 034785

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GE GRID SOLUTIONS LLC	00586221	7001139955	JMUX OC-48 NODE EQUIPMENT SPAC	Electric Utility-Construction	43,482.93
2025-10-31	GE GRID SOLUTIONS LLC	00586221	7001139955	COMMON SHELF, REDUNDANT 115-VA	Electric Utility-Construction	33,281.78
2025-10-31	GE GRID SOLUTIONS LLC	00586221	7001139955	FREIGHT	Electric Utility-Construction	116.29
				Total for Payment No.:		76,881.00

Payment No: 034955

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	TRC	00586978	48625	PHASE 1 STUDIES AND SCOPING EF	Electric Utility-Construction	8,514.71

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	TRC	00586987	119170	ENGINEER OF RECORD FOR LED STR	Electric Utility-Street Lights	16,586.22
2025-11-14	TRC	00586988	119172	ENGINEER OF RECORD FOR LED STR	Electric Utility-Street Lights	46,907.59
				Total for Payment No.:		72,008.52

Payment No: 730087

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CALIFORINA AIR RESOURCES BOARD	00586921	INVCOI22491	FY2223 AB32 COST OF IMPL FEE	Electric Utility-Ops General	71,804.00
				Total for Payment No.:		71,804.00

Payment No: 034732

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ONESOURCE DISTRIBUTORS LLC	00585569	S007748122.001	TRANSFORMER, OH, 75 KVA, 120/2	Electric Utility-Ops General	69,436.24
				Total for Payment No.:		69,436.24

Payment No: 034783

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ELECTRICAL MAINTENANCE	00586046	25-4860-5R2	TECHNICIAN AND SUPERVISOR LABO	Electric Utility-Ops General	5,112.50
2025-10-31	ELECTRICAL MAINTENANCE	00586046	25-4860-5R2	REIMBURSABLE EXPENSES	Electric Utility-Ops General	960.58
2025-10-31	ELECTRICAL MAINTENANCE	00586048	25-4881-1R	U1 BRUSH GENERATOR MAINTENANCE	Electric Utility-Ops General	28,726.00
2025-10-31	ELECTRICAL MAINTENANCE	00586048	25-4881-1R	BEARING INSPECTION LABOR - SUP	Electric Utility-Ops General	6,475.00
2025-10-31	ELECTRICAL MAINTENANCE	00586048	25-4881-1R	BEARING INSPECTION LABOR - SUP	Electric Utility-Ops General	4,440.00
2025-10-31	ELECTRICAL MAINTENANCE	00586048	25-4881-1R	BEARING INSPECTION LABOR - TWO	Electric Utility-Ops General	11,550.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ELECTRICAL MAINTENANCE	00586048	25-4881-1R	BEARING INSPECTION LABOR - TWO	Electric Utility-Ops General	7,920.00
2025-10-31	ELECTRICAL MAINTENANCE	00586048	25-4881-1R	LODGING	Electric Utility-Ops General	1,564.48
2025-10-31	ELECTRICAL MAINTENANCE	00586048	25-4881-1R	MEALS & INCIDENTAL EXPENSES	Electric Utility-Ops General	1,173.00
				Total for Payment No.:		67,921.56

Payment No: 034685

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	AECOM TECHNICAL SERVICES, INC	00585742	2001067263	CHANGE ORDER 1: ADDITIONAL FUN	Electric Utility-Construction	66,606.54
				Total for Payment No.:		66,606.54

Payment No: 034818

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	TRC	00586150	48574	ENGINEERING AND DESIGN SUPPORT	Electric Utility-Construction	10,480.57
2025-10-31	TRC	00586150	48574	ADDITIONAL ENHANCEMENTS FOR PC	Electric Utility-Construction	11,547.61
2025-10-31	TRC	00586220	118828	ENGINEER OF RECORD (EOR) FOR T	Electric Utility-Street Lights	2,151.88
2025-10-31	TRC	00586222	48683	DESIGN SERVICES FOR BESS ENCLO	Electric Utility-Construction	37,487.39
				Total for Payment No.:		61,667.45

Payment No: 034727

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MILTON SECURITY GROUP LLC	00585065	2025FMF245	2509 NOC/SOC SERVICES	Electric Utility-Ops General	23,040.00
2025-10-24	MILTON SECURITY GROUP LLC	00585065	2025FMF245	2509 SAMI/MDMS PROJECT SUPPORT	Electric Utility-Ops General	19,200.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MILTON SECURITY GROUP LLC	00585065	2025FMF245	2509 OSISOFT PI SYSTEM SVC	Electric Utility-Ops General	14,400.00
2025-10-24	MILTON SECURITY GROUP LLC	00585065	2025FMF245	2509 SHAREPOINT SUPPORT/MGMT	Electric Utility-Ops General	4,800.00
				Total for Payment No.:		61,440.00

Payment No: 034784

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ENERGYORBIT	00585409	INV1377	FY2507 REBATE PROCESS PROG	Electric Utility-Ops Restrictd	53,706.37
				Total for Payment No.:		53,706.37

Payment No: 729550

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	POWELL ELECTRICAL SYSTEMS INC	00585812	1279439	PN: 15PV63STDX-21CCCXX01 15KV	Electric Utility-Ops General	47,164.92
				Total for Payment No.:		47,164.92

Payment No: 034939

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	MSR PUBLIC POWER AGENCY	00586916	110225	2511 PUR PWR SAN JUAN ACT	Electric Utility-Ops General	7,737.80
2025-11-14	MSR PUBLIC POWER AGENCY	00586916	110225	2511 RENEWABLE ADMIN COSTS	Electric Utility-Ops General	37,824.36
				Total for Payment No.:		45,562.16

Payment No: 034926

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	INFOSEND INC	00586214	292427	ELECTRIC - JULY INSERT	Electric Utility-Ops Restrictd	2,514.77
2025-11-14	INFOSEND INC	00586273	291211	ELECTRIC - JUNE INSERT	Electric Utility-Ops General	46.48

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	INFOSEND INC	00586273	291211	ELECTRIC - JULY INSERT	Electric Utility-Ops Restrictd	39.94
				Total for Payment No.:		2,601.19

Payment No: 730156

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	RTS RELIABILITY TESTING	00587018	185560	GIANERA RELIABILITY/PDM SERVIC	Electric Utility-Ops General	4,929.00
2025-11-14	RTS RELIABILITY TESTING	00587219	185655	SUBSTATIONS QUARTERLY RELIABIL	Electric Utility-Ops General	39,394.50
				Total for Payment No.:		44,323.50

Payment No: 729925

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	DELL MARKETING LP	00586383	10836896410	PRECISION 5860 TOWER WORKSTATI	Electric Utility-Construction	5,281.74
2025-11-07	DELL MARKETING LP	00586383	10836896410	PRECISION 5860 TOWER WORKSTATI	Electric Utility-Construction	199.72
2025-11-07	DELL MARKETING LP	00586383	10836896410	DELL ULTRASHARP 32 4K THUNDERB	Electric Utility-Construction	1,868.61
2025-11-07	DELL MARKETING LP	00586383	10836896410	ENVIRONMENTAL FEE	Electric Utility-Construction	10.00
2025-11-07	DELL MARKETING LP	00586385	10836896429	PRECISION 5860 TOWER WORKSTATI	Electric Utility-Construction	5,281.77
2025-11-07	DELL MARKETING LP	00586385	10836896429	PRECISION 5860 TOWER WORKSTATI	Electric Utility-Construction	199.69
2025-11-07	DELL MARKETING LP	00586385	10836896429	DELL ULTRASHARP 32 4K THUNDERB	Electric Utility-Construction	1,868.61
2025-11-07	DELL MARKETING LP	00586385	10836896429	ENVIRONMENTAL FEE	Electric Utility-Construction	10.00
2025-11-07	DELL MARKETING LP	00586387	10837897236	POWEREDGE R360 SERVER [POWERED	Electric Utility-Ops General	11,342.19
2025-11-07	DELL MARKETING LP	00586387	10837897236	POWEREDGE R360 SERVER [POWERED	Electric Utility-Ops General	158.67

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	DELL MARKETING LP	00586387	10837897236	POWEREDGE R470 SERVER, ENTERPR	Electric Utility-Ops General	17,197.31
2025-11-07	DELL MARKETING LP	00586387	10837897236	POWEREDGE R470 SERVER, ENTERPR	Electric Utility-Ops General	870.16
				Total for Payment No.:		44,288.47

Payment No: 034944

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	POWER SYSTEMS OPERATIONS	00586915	1948	2509 VERA VALIDATION UPDATES	Electric Utility-Ops General	43,061.83
				Total for Payment No.:		43,061.83

Payment No: 034827

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ANIXTER INC.	00586407	6561547-01	NUMBER, ALUM, #0, 3IN TALL POL	Electric Utility-Ops General	261.90
2025-11-07	ANIXTER INC.	00586407	6561547-01	MARKER, #1, 2-7/8INX1-3/4IN, 2	Electric Utility-Ops General	174.43
2025-11-07	ANIXTER INC.	00586679	6201728-05	ELBOW, 1100 KCMIL 15KV RICHARD	Electric Utility-Ops General	12,845.54
2025-11-07	ANIXTER INC.	00586680	6298172-04	ELBOW, 1100 KCMIL 15KV RICHARD	Electric Utility-Ops General	20,106.06
2025-11-07	ANIXTER INC.	00586681	6557626-00	MARKER, #6, 2-7/8INX1-3/4IN, 2	Electric Utility-Ops General	132.26
2025-11-07	ANIXTER INC.	00586682	6562212-01	WIRE, OH, #4 AL, TRIPLEX, CODE	Electric Utility-Ops General	6,547.50
2025-11-07	ANIXTER INC.	00586801	6402921-03	PO 31338 WRONG PART	Electric Utility-Construction	15,735.83
2025-11-07	ANIXTER INC.	00586802	6567381-00	PO 31338 CREDIT MEMO	Electric Utility-Construction	-15,735.83
2025-11-07	ANIXTER INC.	00586802	6567381-00	RESTOCKING FEE	Electric Utility-Construction	3,605.00
2025-11-07	ANIXTER INC.	00586803	6567405-00	SHIPPING PO 31249 CR MEMO	Electric Utility-Construction	-5,401.69

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ANIXTER INC.	00586803	6567405-00	RESTOCKING FEE	Electric Utility-Construction	1,237.50
				Total for Payment No.:		39,508.50

Payment No: 034688

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ANIXTER INC.	00585534	6389269-02	5" CABLE SADDLES	Electric Utility-Ops General	2,976.36
2025-10-24	ANIXTER INC.	00585534	6389269-02	CREDIT 6476394-00 (T)	Electric Utility-Ops General	-2,529.91
2025-10-24	ANIXTER INC.	00585534	6389269-02	CREDIT 6476394-00 (NON-T)	Electric Utility-Ops General	-30.14
2025-10-24	ANIXTER INC.	00585837	6201728-02	ELBOW, 1100 KCMIL 15KV RICHARD	Electric Utility-Ops General	23,457.07
2025-10-24	ANIXTER INC.	00585838	6201728-03	ELBOW, 1100 KCMIL 15KV RICHARD	Electric Utility-Ops General	12,845.54
2025-10-24	ANIXTER INC.	00585839	6557626-01	MARKER, #4, 2-7/8INX1-3/4IN, 2	Electric Utility-Ops General	132.26
				Total for Payment No.:		36,851.18

Payment No: 729514

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	FIRST SHIELD SECURITY AND	00585554	6632	Security at SCGTC	Electric Utility-Ops General	19,728.00
				Total for Payment No.:		19,728.00

Payment No: 034942

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587109	S007909437.006	PART NUUMBER MG-0154 GUARD, LI	Electric Utility-Construction	1,044.98
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587110	S007909437.005	PART NUMBER HB62-A-1/2 BOLT 5/	Electric Utility-Construction	754.76

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587110	S007909437.005	PART NUMBER HB72-1/2-1-3/4 BOL	Electric Utility-Construction	663.48
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587110	S007909437.005	PART NUMBER MFH70 NUT LOCK 3/4	Electric Utility-Construction	56.31
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587110	S007909437.005	PART NUMBER HB820-6 BOLT, 7/8	Electric Utility-Construction	413.18
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587110	S007909437.005	PART NUMBER HB822-6 BOLT, 7/8I	Electric Utility-Construction	418.15
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587228	S007775808.001	1705 TRUONG	Electric Utility-Construction	29.86
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587228	S007775808.001	SHIPPING	Electric Utility-Construction	8.22
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587229	S007775808.002	1705 TRUONG	Electric Utility-Construction	3,110.52
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587246	S008010257.001	THIMBLE FOR DEAD ENDING GUYS O	Electric Utility-Ops General	236.69
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587246	S008010257.001	SHACKLE, ANCHOR, WITH CLEVIS P	Electric Utility-Ops General	356.18
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587246	S008010257.001	GUY PLATE, SIDEWALK FITTING, F	Electric Utility-Ops General	199.17
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587246	S008010257.001	GUY FITTING, SIDEWALK, FOR ATT	Electric Utility-Ops General	729.50
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587246	S008010257.001	CONDUIT, STEEL, 1-1/2IN X 10FT	Electric Utility-Ops General	765.08
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587246	S008010257.001	CONDUIT, STEEL, 2-1/2IN X 10FT	Electric Utility-Ops General	783.09
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587247	S008068839.001	CLAMP, DEAD-END, 12KV, HOT LIN	Electric Utility-Ops General	5,412.60
2025-11-14	ONESOURCE SUPPLY SOLUTIONS LLC	00587248	S008083368.001	CONNECTOR, SUBMERSIBLE, 4 POSI	Electric Utility-Ops General	19,637.04
				Total for Payment No.:		34,618.81

Payment No: 034753

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	US DEPT OF ENERGY	00585146	NNPB000270925S	2509 COTP LOSS-FIN SETTLEMENTS	Electric Utility-Ops General	30,362.75
				Total for Payment No.:		30,362.75

Payment No: 034768

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ANIXTER INC.	00586020	6201728-04	ELBOW, 1100 KCMIL 15KV RICHARD	Electric Utility-Ops General	30,159.09
				Total for Payment No.:		30,159.09

Payment No: 034896

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ANIXTER INC.	00586804	6392307-03	PO 31249 WRONG PART	Electric Utility-Construction	5,401.69
2025-11-14	ANIXTER INC.	00587242	6402921-04	CLAMP DEADEND, HOT LINE, 12 KV	Electric Utility-Ops General	23,527.35
				Total for Payment No.:		28,929.04

Payment No: 034837

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CINTAS CORP #630	00585917	9339947326	CREDIT FOR INV9339947326	Electric Utility-Ops General	-18.00
2025-11-07	CINTAS CORP #630	00585918	9331608057	CREDIT FOR INV 4235376979	Electric Utility-Ops General	-18.00
2025-11-07	CINTAS CORP #630	00585919	9339947385	CREDIT FOR INV 4238961717	Electric Utility-Ops General	-11.61
2025-11-07	CINTAS CORP #630	00585920	9339947336	CREDIT FOR INV 4233168777	Electric Utility-Ops General	-18.00
2025-11-07	CINTAS CORP #630	00585921	9339947396	CREDIT FOR INV 4239694722	Electric Utility-Ops General	-1,235.98
2025-11-07	CINTAS CORP #630	00585922	9336464899	CREDIT FOR INV 4240738924	Electric Utility-Ops General	-72.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CINTAS CORP #630	00586344	4235715730	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	199.51
2025-11-07	CINTAS CORP #630	00586345	4235725731	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	843.61
2025-11-07	CINTAS CORP #630	00586346	4235725737	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.67
2025-11-07	CINTAS CORP #630	00586347	4236500303	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	189.89
2025-11-07	CINTAS CORP #630	00586348	4236500365	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.67
2025-11-07	CINTAS CORP #630	00586349	4236500491	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	1,063.60
2025-11-07	CINTAS CORP #630	00586350	4236500823	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	368.88
2025-11-07	CINTAS CORP #630	00586351	4236798579	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	644.76
2025-11-07	CINTAS CORP #630	00586352	4237204232	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.67
2025-11-07	CINTAS CORP #630	00586353	4237204338	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	178.50
2025-11-07	CINTAS CORP #630	00586354	4237204518	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	843.61
2025-11-07	CINTAS CORP #630	00586355	4237204899	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	436.38
2025-11-07	CINTAS CORP #630	00586356	4237529805	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	635.76
2025-11-07	CINTAS CORP #630	00586357	4237839332	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	213.80
2025-11-07	CINTAS CORP #630	00586359	4237943840	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	178.50
2025-11-07	CINTAS CORP #630	00586360	4237943986	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.67
2025-11-07	CINTAS CORP #630	00586361	4237944166	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	843.61
2025-11-07	CINTAS CORP #630	00586362	4237944201	LAUNDRY SERVICES FOR SVP	Electric Utility-Ops	436.38

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				UNIFO	General	
2025-11-07	CINTAS CORP #630	00586363	4238243189	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	635.76
2025-11-07	CINTAS CORP #630	00586364	4238581950	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	205.07
2025-11-07	CINTAS CORP #630	00586365	4238662382	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	178.50
2025-11-07	CINTAS CORP #630	00586366	4238662502	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.67
2025-11-07	CINTAS CORP #630	00586367	4238662815	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	436.38
2025-11-07	CINTAS CORP #630	00586368	4238663502	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	895.25
2025-11-07	CINTAS CORP #630	00586370	4238961717	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	635.76
2025-11-07	CINTAS CORP #630	00586371	4239310585	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	198.54
2025-11-07	CINTAS CORP #630	00586372	4239450663	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	178.50
2025-11-07	CINTAS CORP #630	00586373	4239450704	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	898.27
2025-11-07	CINTAS CORP #630	00586374	4239450804	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.67
2025-11-07	CINTAS CORP #630	00586376	4239450970	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	436.38
2025-11-07	CINTAS CORP #630	00586377	4239694722	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	1,856.04
2025-11-07	CINTAS CORP #630	00586378	4240046992	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	203.40
2025-11-07	CINTAS CORP #630	00586379	4240128481	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	178.50
2025-11-07	CINTAS CORP #630	00586380	4240128676	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.67
2025-11-07	CINTAS CORP #630	00586381	4240128832	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	898.27

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CINTAS CORP #630	00586382	4240129185	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	436.38
2025-11-07	CINTAS CORP #630	00586692	4240452010	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	620.06
2025-11-07	CINTAS CORP #630	00586693	4240738924	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	274.53
2025-11-07	CINTAS CORP #630	00586695	4240882241	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	178.50
2025-11-07	CINTAS CORP #630	00586696	4240882432	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.67
2025-11-07	CINTAS CORP #630	00586697	4240882768	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	436.38
2025-11-07	CINTAS CORP #630	00586698	4240883068	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	896.02
2025-11-07	CINTAS CORP #630	00586699	4241469902	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	205.82
2025-11-07	CINTAS CORP #630	00586700	4241635219	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	178.50
2025-11-07	CINTAS CORP #630	00586701	4241635375	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.67
2025-11-07	CINTAS CORP #630	00586702	4241635599	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	896.02
2025-11-07	CINTAS CORP #630	00586703	4241635893	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	436.38
2025-11-07	CINTAS CORP #630	00586704	4242278319	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	205.82
2025-11-07	CINTAS CORP #630	00586706	4242286970	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	178.50
2025-11-07	CINTAS CORP #630	00586707	4242287056	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.67
2025-11-07	CINTAS CORP #630	00586708	4242287281	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	436.38
2025-11-07	CINTAS CORP #630	00586709	4242287554	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	896.02
2025-11-07	CINTAS CORP #630	00586710	4242951854	LAUNDRY SERVICES FOR SVP	Electric Utility-Ops	205.82

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				UNIFO	General	
2025-11-07	CINTAS CORP #630	00586711	4243106859	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	178.50
2025-11-07	CINTAS CORP #630	00586712	4243107004	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.67
2025-11-07	CINTAS CORP #630	00586713	4243107116	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	436.38
2025-11-07	CINTAS CORP #630	00586714	4243107260	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	822.32
2025-11-07	CINTAS CORP #630	00586715	4243689713	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	205.82
2025-11-07	CINTAS CORP #630	00586716	4243886270	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.67
2025-11-07	CINTAS CORP #630	00586717	4244156839	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	620.06
2025-11-07	CINTAS CORP #630	00586718	4244653919	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	178.50
2025-11-07	CINTAS CORP #630	00586719	4244653993	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	50.67
2025-11-07	CINTAS CORP #630	00586720	4244654093	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	812.93
2025-11-07	CINTAS CORP #630	00586721	4244654144	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	436.38
2025-11-07	CINTAS CORP #630	00586742	4245204120	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	208.63
2025-11-07	CINTAS CORP #630	00586744	4245320159	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	178.50
2025-11-07	CINTAS CORP #630	00586745	4245320488	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	436.38
2025-11-07	CINTAS CORP #630	00586746	4245320651	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	958.74
2025-11-07	CINTAS CORP #630	00586747	4245915684	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	209.64
2025-11-07	CINTAS CORP #630	00586748	4246049535	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	178.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CINTAS CORP #630	00586749	4246050146	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	436.38
2025-11-07	CINTAS CORP #630	00586750	4246859620	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	1,171.84
				Total for Payment No.:		28,147.16

Payment No: 730091

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CORE & MAIN LP	00587243	X893895	BEND, 90 DEGREES, 3IN, FLG., C	Electric Utility-Ops General	1,082.52
				Total for Payment No.:		1,082.52

Payment No: 034748

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	TRC	00585605	48470	DESIGN SERVICES FOR BESS ENCLO	Electric Utility-Construction	25,481.26
				Total for Payment No.:		25,481.26

Payment No: 034914

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ELECTRICAL CONSULTANTS INC	00586976	136332	ENGINEERING SERVICES TO DESIGN	Electric Utility-Construction	1,052.00
2025-11-14	ELECTRICAL CONSULTANTS INC	00586979	136333	ENGINEERING SERVICES TO DESIGN	Electric Utility-Construction	4,981.00
2025-11-14	ELECTRICAL CONSULTANTS INC	00586980	136334	ENGINEERING SERVICES TO DESIGN	Electric Utility-Construction	8,268.00
2025-11-14	ELECTRICAL CONSULTANTS INC	00586981	137796	ENGINEERING SERVICES TO DESIGN	Electric Utility-Construction	9,878.00
				Total for Payment No.:		24,179.00

Payment No: 729543

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	NEW IMAGE LANDSCAPE COMPANY	00585810	152130	SVP LANDSCAPE SERVICES/ SVP HE	Electric Utility-Ops General	19,970.68
				Total for Payment No.:		19,970.68

Payment No: 730150

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	PERFORMANCE MECHANICAL, INC	00586984	250065-02	LABOR, EQUIPMENT, AND REIMBURS	Electric Utility-Ops General	614.62
2025-11-14	PERFORMANCE MECHANICAL, INC	00586984	250065-02	MATERIALS	Electric Utility-Ops General	6,146.17
2025-11-14	PERFORMANCE MECHANICAL, INC	00587022	250024-02	LABOR, EQUIPMENT, AND REIMBURS	Electric Utility-Ops General	9,842.95
2025-11-14	PERFORMANCE MECHANICAL, INC	00587022	250024-02	MATERIALS	Electric Utility-Ops General	599.83
2025-11-14	PERFORMANCE MECHANICAL, INC	00587024	250024-01	LABOR, EQUIPMENT, AND REIMBURS	Electric Utility-Ops General	5,437.86
2025-11-14	PERFORMANCE MECHANICAL, INC	00587024	250024-01	MATERIALS	Electric Utility-Ops General	660.48
				Total for Payment No.:		23,301.91

Payment No: 034849

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	EVERLINE COMPLIANCE, LLC	00585912	36566	2508 LEAD PIPELINE TECH LABOR	Electric Utility-Ops General	4,100.00
2025-11-07	EVERLINE COMPLIANCE, LLC	00585912	36566	2508 VEHICLE REIMBURSEMENT	Electric Utility-Ops General	437.50
2025-11-07	EVERLINE COMPLIANCE, LLC	00585912	36566	2508 TRAVEL REIMBURSEMENT	Electric Utility-Ops General	276.00
2025-11-07	EVERLINE COMPLIANCE, LLC	00585912	36566	2508 VEHICLE REIMBURSEMENT	Electric Utility-Ops General	430.50
2025-11-07	EVERLINE COMPLIANCE, LLC	00585913	36396	2508 DOT PIPELINE MGMT	Electric Utility-Ops General	14,023.45
2025-11-07	EVERLINE COMPLIANCE, LLC	00585915	36814	2509 LEAD PIPELINE TECH LABOR	Electric Utility-Ops General	3,075.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	EVERLINE COMPLIANCE, LLC	00585915	36814	2509 VEHICLE REIMBURSEMENT	Electric Utility-Ops General	598.50
2025-11-07	EVERLINE COMPLIANCE, LLC	00585915	36814	2509 HOTEL REIMBURSEMENT	Electric Utility-Ops General	157.56
2025-11-07	EVERLINE COMPLIANCE, LLC	00585915	36814	2509 PER DIEM	Electric Utility-Ops General	138.00
				Total for Payment No.:		23,236.51

Payment No: 034921

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	GRANITE ROCK CO #29145	00587020	2239107	AGGREGATE PURCHASES MADE DURIN	Electric Utility-Construction	1,687.24
2025-11-14	GRANITE ROCK CO #29145	00587025	2241454	AGGREGATE PURCHASES MADE DURIN	Electric Utility-Construction	61.77
2025-11-14	GRANITE ROCK CO #29145	00587031	2245429	AS-NEEDED AGGREGATE MATERIALS	Electric Utility-Construction	1,154.83
2025-11-14	GRANITE ROCK CO #29145	00587032	2246655	AS-NEEDED AGGREGATE MATERIALS	Electric Utility-Construction	1,181.81
2025-11-14	GRANITE ROCK CO #29145	00587033	2248893	AS-NEEDED AGGREGATE MATERIALS	Electric Utility-Construction	2,914.10
2025-11-14	GRANITE ROCK CO #29145	00587035	2250087	AS-NEEDED AGGREGATE MATERIALS	Electric Utility-Construction	833.21
2025-11-14	GRANITE ROCK CO #29145	00587038	2251352	AS-NEEDED AGGREGATE MATERIALS	Electric Utility-Construction	4,289.38
2025-11-14	GRANITE ROCK CO #29145	00587040	2252061	AS-NEEDED AGGREGATE MATERIALS	Electric Utility-Construction	626.66
				Total for Payment No.:		12,749.00

Payment No: 034755

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	WEST VALLEY CONSTRUCTION	00585562	239267	LABOR	Electric Utility-Ops General	16,868.00
2025-10-24	WEST VALLEY CONSTRUCTION	00585562	239267	EQUIPMENT	Electric Utility-Ops General	1,184.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	WEST VALLEY CONSTRUCTION	00585562	239267	REIMBURSABLE EXPENSES	Electric Utility-Ops General	4,934.53
				Total for Payment No.:		22,986.53

Payment No: 729658

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	AMERESCO	00585482	80496	2509 ENERGY (LAFAYETT LF GAS)	Electric Utility-Ops General	20,575.97
				Total for Payment No.:		20,575.97

Payment No: 034733

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ONESOURCE SUPPLY SOLUTIONS LLC	00585835	S007985015.001	SPRING, GROUNDING, CLAMP, 1000	Electric Utility-Ops General	10,695.35
2025-10-24	ONESOURCE SUPPLY SOLUTIONS LLC	00585835	S007985015.001	TERMINATION, 200A, PARKING STA	Electric Utility-Ops General	6,050.98
2025-10-24	ONESOURCE SUPPLY SOLUTIONS LLC	00585835	S007985015.001	CONNECTOR, SUBMERSIBLE, 3 POSI	Electric Utility-Ops General	3,272.11
				Total for Payment No.:		20,018.44

Payment No: 729652

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PG&E	00585286	0008449636-3	2509 GRIZZ PROJ 15% COO	Electric Utility-Ops General	18,862.16
				Total for Payment No.:		18,862.16

Payment No: 729447

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	DFS	00585571	250925	SERVICE FEE FOR TITLE TRANSFER	Electric Utility-Ops General	150.00
2025-10-24	DFS	00585571	250925	DMV FEE VIN 3HAEUMMN8RL527819	Electric Utility-Ops General	18,613.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		18,763.00

Payment No: 034740

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	STANTEC CONSULTING SERVICES	00585540	2458090	ENGINEERING SERVICES AND TO SE	Electric Utility-Construction	18,728.50
				Total for Payment No.:		18,728.50

Payment No: 729509

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	EQUINIX INC	00584838	100210702852	2509 SANTA CLARA IBX-SV2 FBR	Electric Utility-Ops General	18,510.51
				Total for Payment No.:		18,510.51

Payment No: 034788

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GRID SUBJECT MATTER EXPERTS, LLC	00585493	22904	2509 ONGOING CIP ACTIVITIES	Electric Utility-Ops General	250.00
2025-10-31	GRID SUBJECT MATTER EXPERTS, LLC	00585495	22905	2509 ONGOING CIP ACTIVITIES	Electric Utility-Ops General	17,750.00
				Total for Payment No.:		18,000.00

Payment No: 034847

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ENERGYORBIT	00585885	INV1557	FY2510 REBATE PROCESS PROG	Electric Utility-Ops Restrictd	17,902.14
				Total for Payment No.:		17,902.14

Payment No: 729974

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ROSENDIN ELECTRIC	00586473	268675	LABOR AND REIMBURSABLE	Electric Utility-Ops	14,907.07

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				EXPENSE	General	
2025-11-07	ROSENDIN ELECTRIC	00586473	268675	MATERIALS	Electric Utility-Ops General	2,962.94
				Total for Payment No.:		17,870.01

Payment No: 729672

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CRESCO EQUIPMENT RENTALS	00585157	6437874-0001	12 TELEHANDLER MD 12054	Electric Utility-Construction	4,423.93
2025-10-31	CRESCO EQUIPMENT RENTALS	00585158	6437874-0002	12 TELEHANDLER MD 12054	Electric Utility-Construction	4,260.24
2025-10-31	CRESCO EQUIPMENT RENTALS	00585159	6437874-0003	12 TELEHANDLER MD 12054	Electric Utility-Construction	3,674.78
2025-10-31	CRESCO EQUIPMENT RENTALS	00585352	6425049-0002	18MINI TELEHANDLER TH255C	Electric Utility-Construction	3,043.50
2025-10-31	CRESCO EQUIPMENT RENTALS	00586049	6484935-0001	SUBSTATION EQUIPMENT RENTALS	Electric Utility-Ops General	1,624.87
2025-10-31	CRESCO EQUIPMENT RENTALS	00586050	6486204-0002	SUBSTATION EQUIPMENT RENTALS	Electric Utility-Ops General	190.97
				Total for Payment No.:		17,218.29

Payment No: 729983

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SIERRA COUNTY TAX COLLECTOR	00585652	016-070-012-000 2025A	PROP TAX 016-070-012-000 2025	Electric Utility-Ops General	1,505.20
2025-11-07	SIERRA COUNTY TAX COLLECTOR	00585653	016-080-007-000 2025	PROP TAX 016-080-007-000 2025	Electric Utility-Ops General	331.64
2025-11-07	SIERRA COUNTY TAX COLLECTOR	00585654	016-090-011-000 2025A	PROP TAX 016-090-011-000 2025	Electric Utility-Ops General	2,006.94
2025-11-07	SIERRA COUNTY TAX COLLECTOR	00585655	016-090-059-000 2025A	PROP TAX 016-090-059-000 2025	Electric Utility-Ops General	1,603.22
2025-11-07	SIERRA COUNTY TAX COLLECTOR	00585656	016-100-001-000 2025A	PROP TAX 016-100-001-000 2025	Electric Utility-Ops General	2,006.94

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SIERRA COUNTY TAX COLLECTOR	00585657	016-100-004-000 2025A	PROP TAX 016-100-004-000 2025	Electric Utility-Ops General	1,505.20
2025-11-07	SIERRA COUNTY TAX COLLECTOR	00585658	016-100-005-000 2025	PROP TAX 016-100-005-000 2025	Electric Utility-Ops General	1,179.16
2025-11-07	SIERRA COUNTY TAX COLLECTOR	00585659	016-100-006-000 2025	PROP TAX 016-100-006-000 2025	Electric Utility-Ops General	132.16
2025-11-07	SIERRA COUNTY TAX COLLECTOR	00585660	021-010-003-000 2025A	PROP TAX 021-010-003-000 2025	Electric Utility-Ops General	1,910.94
2025-11-07	SIERRA COUNTY TAX COLLECTOR	00585661	021-010-006-000 2025	PROP TAX 021-010-006-000 2025	Electric Utility-Ops General	288.42
2025-11-07	SIERRA COUNTY TAX COLLECTOR	00585662	021-010-012-000 2025A	PROP TAX 021-010-012-000 2025	Electric Utility-Ops General	969.18
2025-11-07	SIERRA COUNTY TAX COLLECTOR	00585663	021-010-013-000 2025	PROP TAX 021-010-013-000 2025	Electric Utility-Ops General	77.62
2025-11-07	SIERRA COUNTY TAX COLLECTOR	00585664	021-020-001-000 2025A	PROP TAX 021-020-001-000 2025	Electric Utility-Ops General	1,660.12
2025-11-07	SIERRA COUNTY TAX COLLECTOR	00585665	016-080-008-000 2025	PROP TAX 016-080-008-000 2025	Electric Utility-Ops General	1,634.20
				Total for Payment No.:		16,810.94

Payment No: 034877

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Finance - SVP	Electric Utility-Ops General	58.80
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Finance - Purchasing	Electric Utility-Ops General	23.52
				Total for Payment No.:		82.32

Payment No: 729716

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MESA ENERGY SYSTEMS, INC.	00585288	940029217	QUARTERLY HVAC INSPECTION AND	Electric Utility-Ops General	16,583.00
				Total for Payment No.:		16,583.00

Payment No: 729743

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SUNE W12DG-C LLC	00582132	EDP 105470	2507 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	16,118.04
				Total for Payment No.:		16,118.04

Payment No: 034893

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ALTERNATIVE ENERGY SYSTEMS	00587070	22111-18	2509 EE BLDG ELECTFICATIN PRO	Electric Utility-Ops Restrictd	15,870.00
				Total for Payment No.:		15,870.00

Payment No: 034941

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ONESOURCE DISTRIBUTORS LLC	00586817	S007667885.008	PO 30524 HAS BEEN CLOSED	Electric Utility-Construction	15,579.12
				Total for Payment No.:		15,579.12

Payment No: 034871

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PURETEC INDUSTRIAL WATER	00585647	2330758	2508 14" M MIXED BED TANK	Electric Utility-Ops General	291.08
2025-11-07	PURETEC INDUSTRIAL WATER	00585647	2330758	2508 PREVAILING WAGE SURCHARGE	Electric Utility-Ops General	93.75
2025-11-07	PURETEC INDUSTRIAL WATER	00585647	2330758	2508 14" M MIXED BED TANK	Electric Utility-Ops General	291.08
2025-11-07	PURETEC INDUSTRIAL WATER	00585647	2330758	2508 PREVAILING WAGE SURCHARGE	Electric Utility-Ops General	75.00
2025-11-07	PURETEC INDUSTRIAL WATER	00585647	2330758	2508 14" M MIXED BED TANK	Electric Utility-Ops General	291.08
2025-11-07	PURETEC INDUSTRIAL WATER	00585647	2330758	2508 PREVAILING WAGE SURCHARGE	Electric Utility-Ops General	93.75
2025-11-07	PURETEC INDUSTRIAL WATER	00585647	2330758	2509 MONTHLY RENTAL FEE	Electric Utility-Ops General	276.32

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PURETEC INDUSTRIAL WATER	00585648	2292917	2504 14" M MIXED BED TANK	Electric Utility-Ops General	582.16
2025-11-07	PURETEC INDUSTRIAL WATER	00585648	2292917	2504 PREVAILING WAGE SURCHARGE	Electric Utility-Ops General	150.00
2025-11-07	PURETEC INDUSTRIAL WATER	00585648	2292917	2505 14" M MIXED BED TANK	Electric Utility-Ops General	291.08
2025-11-07	PURETEC INDUSTRIAL WATER	00585648	2292917	2505 PREVAILING WAGE SURCHARGE	Electric Utility-Ops General	131.25
2025-11-07	PURETEC INDUSTRIAL WATER	00585648	2292917	2505 14" M MIXED BED TANK	Electric Utility-Ops General	291.08
2025-11-07	PURETEC INDUSTRIAL WATER	00585648	2292917	2505 PREVAILING WAGE SURCHARGE	Electric Utility-Ops General	75.00
2025-11-07	PURETEC INDUSTRIAL WATER	00585648	2292917	2505 EMERGENCY/SAME DAY SERVIC	Electric Utility-Ops General	780.00
2025-11-07	PURETEC INDUSTRIAL WATER	00585648	2292917	2505 14" M MIXED BED TANK	Electric Utility-Ops General	291.08
2025-11-07	PURETEC INDUSTRIAL WATER	00585648	2292917	2505 PREVAILING WAGE SURCHARGE	Electric Utility-Ops General	150.00
2025-11-07	PURETEC INDUSTRIAL WATER	00585648	2292917	2506 MONTHLY RENTAL FEE	Electric Utility-Ops General	276.32
2025-11-07	PURETEC INDUSTRIAL WATER	00585649	2327868	2508 45 S STRONG BASE ANION	Electric Utility-Ops General	676.05
2025-11-07	PURETEC INDUSTRIAL WATER	00585649	2327868	2508 45 P POLISHER FLOMAX TANK	Electric Utility-Ops General	1,352.10
2025-11-07	PURETEC INDUSTRIAL WATER	00585649	2327868	2508 PREVAILING WAGE SURCHAGE	Electric Utility-Ops General	112.50
2025-11-07	PURETEC INDUSTRIAL WATER	00585649	2327868	2509 MONTHLY RENTAL FEE	Electric Utility-Ops General	250.40
2025-11-07	PURETEC INDUSTRIAL WATER	00585649	2327868	2509 MONTHLY RENTAL FEE	Electric Utility-Ops General	500.80
2025-11-07	PURETEC INDUSTRIAL WATER	00585650	2302154	2506 45 S STRONG BASE ANION	Electric Utility-Ops General	676.05
2025-11-07	PURETEC INDUSTRIAL WATER	00585650	2302154	2506 45 P POLISHER FLOMAX TANK	Electric Utility-Ops General	1,352.10
2025-11-07	PURETEC INDUSTRIAL WATER	00585650	2302154	2506 PREVAILING WAGE	Electric Utility-Ops	75.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				SURCHARGE	General	
2025-11-07	PURETEC INDUSTRIAL WATER	00585650	2302154	2507 MONTHLY RENTAL FEE	Electric Utility-Ops General	250.40
2025-11-07	PURETEC INDUSTRIAL WATER	00585650	2302154	2507 MONTHLY RENTAL FEE	Electric Utility-Ops General	500.80
2025-11-07	PURETEC INDUSTRIAL WATER	00585651	2313751	2506 45 S STRONG BASE ANION	Electric Utility-Ops General	676.05
2025-11-07	PURETEC INDUSTRIAL WATER	00585651	2313751	2506 45 P POLISHER FLOMAX TANK	Electric Utility-Ops General	1,352.10
2025-11-07	PURETEC INDUSTRIAL WATER	00585651	2313751	2506 PREVAILING WAGE SURCHARGE	Electric Utility-Ops General	75.00
2025-11-07	PURETEC INDUSTRIAL WATER	00585651	2313751	2507 45 S STRONG BASE ANION	Electric Utility-Ops General	676.05
2025-11-07	PURETEC INDUSTRIAL WATER	00585651	2313751	2507 45 P POLISHER FLOMAX TANK	Electric Utility-Ops General	1,352.10
2025-11-07	PURETEC INDUSTRIAL WATER	00585651	2313751	2507 PREVAILING WAGE SURCHARGE	Electric Utility-Ops General	93.75
2025-11-07	PURETEC INDUSTRIAL WATER	00585651	2313751	2508 MONTHLY RENTAL FEE	Electric Utility-Ops General	250.40
2025-11-07	PURETEC INDUSTRIAL WATER	00585651	2313751	2508 MONTHLY RENTAL FEE	Electric Utility-Ops General	500.80
				Total for Payment No.:		15,152.48

Payment No: 034830

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ATLAS COPCO RENTAL	00586437	1421202-0030	COMPRESSOR RENTAL: ZT90 VSD OF	Electric Utility-Ops General	14,813.72
				Total for Payment No.:		14,813.72

Payment No: 034742

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	STATEWIDE TRAFFIC SAFETY AND SIGNS	00585628	3428184335	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	2,205.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	STATEWIDE TRAFFIC SAFETY AND SIGNS	00585629	3428184333	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	556.00
2025-10-24	STATEWIDE TRAFFIC SAFETY AND SIGNS	00585630	3428184329	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	565.00
2025-10-24	STATEWIDE TRAFFIC SAFETY AND SIGNS	00585631	3428184328	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	3,600.00
2025-10-24	STATEWIDE TRAFFIC SAFETY AND SIGNS	00585632	3428184322	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	565.00
2025-10-24	STATEWIDE TRAFFIC SAFETY AND SIGNS	00585633	3428182924	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	3,200.00
2025-10-24	STATEWIDE TRAFFIC SAFETY AND SIGNS	00585634	3428180244	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	4,000.00
				Total for Payment No.:		14,691.00

Payment No: 034948

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	STATEWIDE TRAFFIC SAFETY AND SIGNS	00587007	3428183847	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	3,895.00
2025-11-14	STATEWIDE TRAFFIC SAFETY AND SIGNS	00587012	3428183825	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	2,090.00
2025-11-14	STATEWIDE TRAFFIC SAFETY AND SIGNS	00587013	3428183832	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	2,490.00
2025-11-14	STATEWIDE TRAFFIC SAFETY AND SIGNS	00587014	3428183836	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	520.00
2025-11-14	STATEWIDE TRAFFIC SAFETY AND SIGNS	00587015	3428183845	OPERATING TRAFFIC CONTROL SERV	Electric Utility-Ops General	5,130.00
				Total for Payment No.:		14,125.00

Payment No: 034915

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	EVERLINE COMPLIANCE, LLC	00586175	36625	2509 DOT PIPELINE MGMT	Electric Utility-Ops General	14,023.45
				Total for Payment No.:		14,023.45

Payment No: 034766

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ADVANCED CHEMICAL TRANSPORT	00585473	652334	2507 HAZ WASTE REMOVAL 7/16	Electric Utility-Ops General	2,256.80
2025-10-31	ADVANCED CHEMICAL TRANSPORT	00585474	652177	2507 HAZ WASTE REMOVAL 7/9	Electric Utility-Ops General	1,159.20
2025-10-31	ADVANCED CHEMICAL TRANSPORT	00585475	655579	2508 HAZ WASTE REMOVAL 8/20	Electric Utility-Ops General	1,433.60
2025-10-31	ADVANCED CHEMICAL TRANSPORT	00585477	646764	2506 HAZ WASTE REMOVAL 6/12	Electric Utility-Ops General	2,055.20
2025-10-31	ADVANCED CHEMICAL TRANSPORT	00585478	652127	2507 HAZ WASTE REMOVAL 7/2	Electric Utility-Ops General	3,047.52
2025-10-31	ADVANCED CHEMICAL TRANSPORT	00585479	645686	2506 HAZ WASTE REMOVAL 6/25	Electric Utility-Ops General	1,159.20
2025-10-31	ADVANCED CHEMICAL TRANSPORT	00585480	659700	2509 HAZ WASTE REMOVAL 9/10	Electric Utility-Ops General	2,805.60
				Total for Payment No.:		13,917.12

Payment No: 034711

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	GTT COMMUNICATIONS INC	00585063	CM7449866	CREDIT FOR FINANCE CHARGES	Electric Utility-Ops General	-128.03
2025-10-24	GTT COMMUNICATIONS INC	00585064	INV11171274	2509 INTERNET SVCS 881/1705	Electric Utility-Ops General	13,913.65
2025-10-24	GTT COMMUNICATIONS INC	00585064	INV11171274	FINANCE CHARGE	Electric Utility-Ops General	128.03
				Total for Payment No.:		13,913.65

Payment No: 034721

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	LEIDOS ENGINEERING, LLC	00585674	INV-0014056992	NERC COMPLIANCE SUPPORT RELATE	Electric Utility-Ops General	2,281.54
2025-10-24	LEIDOS ENGINEERING, LLC	00585675	INV-0014074642	NERC COMPLIANCE SUPPORT RELATE	Electric Utility-Ops General	1,671.28
2025-10-24	LEIDOS ENGINEERING, LLC	00585676	INV-0014310224	NERC COMPLIANCE SUPPORT	Electric Utility-Ops	9,865.85

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				RELATE	General	
				Total for Payment No.:		13,818.67

Payment No: 730076

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AT&T CALNET	00586308	000024263485	2510 BAN: 9391015175	Electric Utility-Ops General	12,805.94
				Total for Payment No.:		12,805.94

Payment No: 729564

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SCC DTAC	00585143	9656593	PROP TX APN 984-12-005	Electric Utility-Ops General	12,476.54
2025-10-24	SCC DTAC	00585144	9838077	PROP TX APN 015-31-071	Electric Utility-Ops General	209.42
				Total for Payment No.:		12,685.96

Payment No: 034885

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	WEST VALLEY CONSTRUCTION	00585733	239388	2508 2440 CALLE DE LUNA	Electric Utility- Construction	7,168.00
2025-11-07	WEST VALLEY CONSTRUCTION	00585780	239408	2509 2232 CALLE DEL MUNDO	Electric Utility- Construction	5,081.20
				Total for Payment No.:		12,249.20

Payment No: 729668

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CONCENTRA MEDICAL CENTERS	00585494	87166104	Physical Exam	Electric Utility-Ops General	95.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585578	88099171	Physical Exam	Electric Utility-Ops General	163.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		258.00

Payment No: 730135

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	LEI ZHANG	00586321	1343	HEAT PUMP HVAC RBT; 41398.12	Electric Utility-Ops Restrictd	11,550.00
				Total for Payment No.:		11,550.00

Payment No: 730095

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	DALJIT CHAHAL	00586168	1448	HEAT PUMP HVAC RBTE 23829-02	Electric Utility-Ops Restrictd	11,550.00
				Total for Payment No.:		11,550.00

Payment No: 034714

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	HILL BROTHERS CHEMICAL CO	00584837	INV13138349	2509 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	4,573.87
2025-10-24	HILL BROTHERS CHEMICAL CO	00584837	INV13138349	2509 SUPERFUND EXCISE FEE	Electric Utility-Ops General	14.75
2025-10-24	HILL BROTHERS CHEMICAL CO	00585025	INV13138848	2509 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	6,498.05
2025-10-24	HILL BROTHERS CHEMICAL CO	00585025	INV13138848	2509 SUPERFUND EXCISE FEE	Electric Utility-Ops General	22.87
				Total for Payment No.:		11,109.54

Payment No: 729926

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	DIVIJ KUMAR	00585598	1131	HEAT PUMP WTR 43765-03	Electric Utility-Ops Restrictd	11,050.00
				Total for Payment No.:		11,050.00

Payment No: 034852

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GRAINGER-SAN JOSE	00585131	9649875821	WOOD RULE, 6FT FOLDING, INSIDE	Electric Utility-Ops General	191.32
2025-11-07	GRAINGER-SAN JOSE	00585131	9649875821	PLIERS, 6IN LONG NOSE. KLEIN #	Electric Utility-Ops General	267.73
2025-11-07	GRAINGER-SAN JOSE	00585131	9649875821	PLIERS, 9IN SIDE CUTTING KLEIN	Electric Utility-Ops General	868.59
2025-11-07	GRAINGER-SAN JOSE	00585131	9649875821	WRENCH, 12IN ADJUSTABLE KLEIN	Electric Utility-Ops General	1,064.61
2025-11-07	GRAINGER-SAN JOSE	00585131	9649875821	WRENCH, TORQUE RATCHET, 1/2IN	Electric Utility-Ops General	595.50
2025-11-07	GRAINGER-SAN JOSE	00585131	9649875821	MAP GAS TANK, 14.1 OZ. DISPOSA	Electric Utility-Ops General	48.36
2025-11-07	GRAINGER-SAN JOSE	00585131	9649875821	BUCKET, CANVAS, NON-METALLIC,	Electric Utility-Ops General	448.81
2025-11-07	GRAINGER-SAN JOSE	00585131	9649875821	HAMMER, 20 OZ. CUSHION GRIP WI	Electric Utility-Ops General	169.06
2025-11-07	GRAINGER-SAN JOSE	00585131	9649875821	UTILITY KNIFE WITH QUICK CHANG	Electric Utility-Ops General	60.63
2025-11-07	GRAINGER-SAN JOSE	00585131	9649875821	SCREWDRIVER, 8IN BLADE, ROUND	Electric Utility-Ops General	94.28
2025-11-07	GRAINGER-SAN JOSE	00585131	9649875821	STRIPPING & CRIMPING TOOL GRAI	Electric Utility-Ops General	121.23
2025-11-07	GRAINGER-SAN JOSE	00585131	9649875821	GLASSES, CLEAR LENS, BLACK FRA	Electric Utility-Ops General	77.13
2025-11-07	GRAINGER-SAN JOSE	00585131	9649875821	SHIPPING	Electric Utility-Ops General	50.00
2025-11-07	GRAINGER-SAN JOSE	00586394	9663051234	HUSKY RACK & WIRE PALLET RACK	Electric Utility-Ops General	2,421.84
2025-11-07	GRAINGER-SAN JOSE	00586394	9663051234	HUSKY RACK & WIRE PALLET RACK	Electric Utility-Ops General	1,969.73
2025-11-07	GRAINGER-SAN JOSE	00586394	9663051234	SHIPPING	Electric Utility-Ops General	159.00
2025-11-07	GRAINGER-SAN JOSE	00586676	9660609521	UTILITY CART WITH DEEP LIPPED	Electric Utility-Ops General	423.27

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GRAINGER-SAN JOSE	00586676	9660609521	UTILITY CART WITH DEEP LIPPED	Electric Utility-Ops General	271.24
2025-11-07	GRAINGER-SAN JOSE	00586677	9678902645	PUSH BROOM HEAD 36" GRAINGER 3	Electric Utility-Ops General	70.42
2025-11-07	GRAINGER-SAN JOSE	00586677	9678902645	72" WOOD BROOM HANDLE GRAINGER	Electric Utility-Ops General	48.38
2025-11-07	GRAINGER-SAN JOSE	00586677	9678902645	BROOM BRACE GRAINGER #54JF82	Electric Utility-Ops General	5.61
				Total for Payment No.:		9,426.74

Payment No: 729915

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CLARIS STRATEGY INC	00586674	31250100-01	TASK 0 - PROJECT MANAGEMENT	Electric Utility-Construction	1,687.50
2025-11-07	CLARIS STRATEGY INC	00586674	31250100-01	TASK 1 - PROJECT STARTUP	Electric Utility-Construction	8,100.00
2025-11-07	CLARIS STRATEGY INC	00586674	31250100-01	REIMBURSABLE EXPENSES	Electric Utility-Construction	976.37
				Total for Payment No.:		10,763.87

Payment No: 730160

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SANJEEV GUPTA	00586304	1446	HEAT PUMP HVAC RBT 40529-02	Electric Utility-Ops Restrictd	10,550.00
				Total for Payment No.:		10,550.00

Payment No: 729661

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	AT&T CALNET	00585486	000024115632	2509 BAN: 9391015175	Electric Utility-Ops General	9,125.63
2025-10-31	AT&T CALNET	00585487	000024153123	2509 BAN: 9391062315	Electric Utility-Ops General	1,082.40

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	AT&T CALNET	00585488	000024101299	2508 BAN 9391023689	Electric Utility-Ops General	186.60
				Total for Payment No.:		10,394.63

Payment No: W26087

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-20	CALIF ISO	00585389	2025101431-73489152	CRR	Electric Utility-Ops General	-248,842.14
2025-10-20	CALIF ISO	00585389	2025101431-73489152	ISO TRANSACTION	Electric Utility-Ops General	238,477.40
2025-10-20	CALIF ISO	00585389	2025101431-73489152	ISO TRANSACTION	Electric Utility-Ops General	20,752.37
				Total for Payment No.:		10,387.63

Payment No: 730132

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	KURT RUBIN	00586301	1254	HEAT PUMP HVAC; RBT 73839-01	Electric Utility-Ops Restrictd	10,050.00
				Total for Payment No.:		10,050.00

Payment No: 729654

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ALBERT RISK MANAGEMENT	00585483	I-09255	2509 INSURANCE CONSULTNG SVC	Electric Utility-Ops General	3,818.75
2025-10-31	ALBERT RISK MANAGEMENT	00585484	I-08904	2508 INSURANCE CONSULTNG SVC	Electric Utility-Ops General	5,091.25
				Total for Payment No.:		8,910.00

Payment No: 729501

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CONCENTRA MEDICAL CENTERS	00584981	87242841	Physical Examination	Electric Utility-Ops General	509.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CONCENTRA MEDICAL CENTERS	00585002	88020761	Physical Examination	Electric Utility-Ops General	258.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00585009	87094775	Physical Examination	Electric Utility-Ops General	73.00
				Total for Payment No.:		840.00

Payment No: 729995

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	UNEJOO LEE	00585603	1110	HEAT PUMP HVAC ACT 49865-02	Electric Utility-Ops Restrictd	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 730102

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	DXP ENTERPRISES, INC.	00587000	55444009	PN# BJM DUTY POINT: 245gpm @ 5	Electric Utility-Ops General	8,828.21
2025-11-14	DXP ENTERPRISES, INC.	00587000	55444009	PN# 741-009-2-XXX FLOAT,TETHER	Electric Utility-Ops General	427.77
2025-11-14	DXP ENTERPRISES, INC.	00587000	55444009	FREIGHT	Electric Utility-Ops General	403.80
				Total for Payment No.:		9,659.78

Payment No: 729726

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PRIME TURBINE PARTS LLC	00586193	3418	PN# 356A3680P001 - TRANSFORMER	Electric Utility-Ops General	4,300.00
2025-10-31	PRIME TURBINE PARTS LLC	00586193	3418	PN# 261A1812P013 - DTCTR, FLAM	Electric Utility-Ops General	4,900.00
2025-10-31	PRIME TURBINE PARTS LLC	00586193	3418	PN# 324A9109P008 - GASKET FR 5	Electric Utility-Ops General	300.00
2025-10-31	PRIME TURBINE PARTS LLC	00586193	3418	ESTIMATED SHIPPING COST	Electric Utility-Ops General	44.52

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		9,544.52

Payment No: 730164

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	STEPHENS MECHANICAL	00586945	5830	STRAIGHT TIME LABOR FOR TWO JO	Electric Utility-Ops General	4,960.00
2025-11-14	STEPHENS MECHANICAL	00586945	5830	OVERTIME LABOR FOR TWO JOURNEY	Electric Utility-Ops General	1,656.00
2025-11-14	STEPHENS MECHANICAL	00586945	5830	CHANGE ORDER 1: STRAIGHT TIME	Electric Utility-Ops General	2,160.00
2025-11-14	STEPHENS MECHANICAL	00586945	5830	CHANGE ORDER 1: OVERTIME LABOR	Electric Utility-Ops General	704.00
				Total for Payment No.:		9,480.00

Payment No: 729587

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	VERIZON WIRELESS	00585068	6124336334	2509 CELL PHONE SERVICE	Electric Utility-Ops General	9,242.17
				Total for Payment No.:		9,242.17

Payment No: 034744

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SUNE W12DG-C LLC	00584776	EDP 106655	2509 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	9,113.74
				Total for Payment No.:		9,113.74

Payment No: 729914

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CHANDRASHEKAR SRINIVASULU	00585596	000939	HEAT PUMP WTR HEAT ACT 4144804	Electric Utility-Ops Restrictd	9,050.00
				Total for Payment No.:		9,050.00

Payment No: 034907

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CINTAS CORP #630	00587114	9332497796	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	259.15
2025-11-14	CINTAS CORP #630	00587117	9329732218	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	524.13
2025-11-14	CINTAS CORP #630	00587119	9330447805	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	1,295.82
2025-11-14	CINTAS CORP #630	00587144	9327765661	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	524.13
2025-11-14	CINTAS CORP #630	00587145	1905932020	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	1,091.25
2025-11-14	CINTAS CORP #630	00587180	5299749403	FIRST AID CABINETS (INITIAL ST	Electric Utility-Ops General	1,175.60
2025-11-14	CINTAS CORP #630	00587181	4246859696	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	436.38
2025-11-14	CINTAS CORP #630	00587182	4247375638	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	211.46
2025-11-14	CINTAS CORP #630	00587185	4247532202	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	178.50
2025-11-14	CINTAS CORP #630	00587188	5299749401	FIRST AID CABINETS (INITIAL ST	Electric Utility-Ops General	783.74
2025-11-14	CINTAS CORP #630	00587189	4248163380	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	272.08
2025-11-14	CINTAS CORP #630	00587191	4247532800	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	430.42
2025-11-14	CINTAS CORP #630	00587193	5299749402	FIRST AID CABINETS (INITIAL ST	Electric Utility-Ops General	783.74
2025-11-14	CINTAS CORP #630	00587199	4246859431	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	178.50
2025-11-14	CINTAS CORP #630	00587210	4246651400	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	211.46
				Total for Payment No.:		8,356.36

Payment No: 729676

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	DELA'S MACHINING AND	00586052	1813	WELDING SERVICES FOR CENTRAL S	Electric Utility-Ops General	8,883.00
				Total for Payment No.:		8,883.00

Payment No: 729498

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CDW GOVERNMENT	00585817	AG2ED7K	PN#: SRT6KRMXLT-5KTF APC SMART	Electric Utility-Ops General	8,540.58
				Total for Payment No.:		8,540.58

Payment No: 729492

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	AUTHENTIC IMPRINTS, LLC	00584834	25394	NEXTLVL MENS SHIRT TOTAL 385	Electric Utility-Ops General	7,244.99
2025-10-24	AUTHENTIC IMPRINTS, LLC	00584834	25394	EXTRA PRINT SCREEN FEE	Electric Utility-Ops General	147.66
2025-10-24	AUTHENTIC IMPRINTS, LLC	00584834	25394	ORDER SET UP	Electric Utility-Ops General	246.09
2025-10-24	AUTHENTIC IMPRINTS, LLC	00584834	25394	ORDER SET UP LEFT CHEST	Electric Utility-Ops General	32.82
2025-10-24	AUTHENTIC IMPRINTS, LLC	00585142	25550	8FT TABLE CLOTH 3 SIDED	Electric Utility-Ops General	611.10
				Total for Payment No.:		8,282.66

Payment No: 034787

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GRAINGER-SAN JOSE	00586031	9667664248	GLOVE,2XL GROUND WORKER, YOUNG	Electric Utility-Ops General	329.53
2025-10-31	GRAINGER-SAN JOSE	00586037	9667582473	GLOVE, MEDIUM GROUND WORKER, Y	Electric Utility-Ops General	1,518.25
2025-10-31	GRAINGER-SAN JOSE	00586037	9667582473	GLOVE,2XL GROUND WORKER, YOUNG	Electric Utility-Ops General	988.61

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GRAINGER-SAN JOSE	00586037	9667582473	BUCKET, CANVAS, NON-METALLIC,	Electric Utility-Ops General	673.21
2025-10-31	GRAINGER-SAN JOSE	00586037	9667582473	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility-Ops General	20.56
2025-10-31	GRAINGER-SAN JOSE	00586037	9667582473	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility-Ops General	16.37
2025-10-31	GRAINGER-SAN JOSE	00586037	9667582473	BIT, TWIST DRILL, STRAIGHT SHA	Electric Utility-Ops General	83.15
2025-10-31	GRAINGER-SAN JOSE	00586037	9667582473	BIT, TWIST DRILL, STRAIGHT SHA	Electric Utility-Ops General	68.88
2025-10-31	GRAINGER-SAN JOSE	00586037	9667582473	PLIERS, 9IN SIDE CUTTING KLEIN	Electric Utility-Ops General	868.59
2025-10-31	GRAINGER-SAN JOSE	00586037	9667582473	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility-Ops General	92.58
2025-10-31	GRAINGER-SAN JOSE	00586201	9674632659	COATED GLOVES: MEDIUM SMOOTH,	Electric Utility-Ops General	309.92
2025-10-31	GRAINGER-SAN JOSE	00586201	9674632659	COATED GLOVES: LARGE SMOOTH, W	Electric Utility-Ops General	309.92
2025-10-31	GRAINGER-SAN JOSE	00586201	9674632659	COATED GLOVES: XL SMOOTH, WATE	Electric Utility-Ops General	309.92
				Total for Payment No.:		5,589.49

Payment No: 034770

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ASPEN ENVIRONMENTAL GROUP	00585582	3694.001-01	2508 COMM SOLAR FEASIBILITY	Electric Utility-Ops Restrictd	4,094.50
2025-10-31	ASPEN ENVIRONMENTAL GROUP	00585583	3694.001-02	2509 COMM SOLAR FEASIBILITY	Electric Utility-Ops Restrictd	3,908.00
				Total for Payment No.:		8,002.50

Payment No: 034835

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CARPENTER RIGGING & SUPPLY	00585705	1-60122400	2509 CG015360 3/8" WIRE ROPE 6	Electric Utility-Ops General	127.37

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CARPENTER RIGGING & SUPPLY	00586471	1-60121750	ITEM # CG311010 EE1-901P X 4FT	Electric Utility-Ops General	87.30
2025-11-07	CARPENTER RIGGING & SUPPLY	00586471	1-60121750	ITEM # CG311200 EE2-901P X 4FT	Electric Utility-Ops General	100.40
2025-11-07	CARPENTER RIGGING & SUPPLY	00586471	1-60121750	ITEM # CG311280 EE2-902P X 4FT	Electric Utility-Ops General	126.59
2025-11-07	CARPENTER RIGGING & SUPPLY	00586471	1-60121750	ITEM # N31-ITEM EE4-903P X 6FT	Electric Utility-Ops General	523.79
2025-11-07	CARPENTER RIGGING & SUPPLY	00586471	1-60121750	ITEM # CG311820 EN2-901P X 4FT	Electric Utility-Ops General	126.59
2025-11-07	CARPENTER RIGGING & SUPPLY	00586471	1-60121750	ITEM # CG311850 EN2-902P X 4FT	Electric Utility-Ops General	186.39
2025-11-07	CARPENTER RIGGING & SUPPLY	00586471	1-60121750	ITEM # CG131055 1-1/4" SHACKLE	Electric Utility-Ops General	360.11
2025-11-07	CARPENTER RIGGING & SUPPLY	00586472	1-60123582	ITEM # N36-ITEM TPXA20 X 6 FT	Electric Utility-Ops General	2,606.78
2025-11-07	CARPENTER RIGGING & SUPPLY	00586472	1-60123582	ITEM # N36-ITEM TPXA20 X 8 FT	Electric Utility-Ops General	3,279.86
2025-11-07	CARPENTER RIGGING & SUPPLY	00586472	1-60123582	ESTIMATED FREIGHT-IN	Electric Utility-Ops General	63.50
				Total for Payment No.:		7,588.68

Payment No: 729763

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	YORKE ENGINEERING LLC	00586198	46316	AIR QUALITY SUPPORTS TASKS FOR	Electric Utility-Ops General	7,517.00
				Total for Payment No.:		7,517.00

Payment No: 034790

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	HILL BROTHERS CHEMICAL CO	00585358	INV13139192	2510 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	7,222.68
2025-10-31	HILL BROTHERS CHEMICAL CO	00585358	INV13139192	2510 SUPERFUND EXCISE FEE	Electric Utility-Ops General	23.30

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		7,245.98

Payment No: 034857

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	HILL BROTHERS CHEMICAL CO	00585781	INV13139777	2510 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	7,103.14
2025-11-07	HILL BROTHERS CHEMICAL CO	00585781	INV13139777	2510 SUPERFUND EXCISE FEE	Electric Utility-Ops General	22.91
				Total for Payment No.:		7,126.05

Payment No: 034924

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	HILL BROTHERS CHEMICAL CO	00586274	INV13140320	2510 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	7,101.60
2025-11-14	HILL BROTHERS CHEMICAL CO	00586274	INV13140320	2510 SUPERFUND EXCISE FEE	Electric Utility-Ops General	22.91
				Total for Payment No.:		7,124.51

Payment No: 729689

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GUOYE ZHANG	00585584	000862	MAIN PNL UPG/WATER HTR40740-08	Electric Utility-Ops Restrictd	7,000.00
				Total for Payment No.:		7,000.00

Payment No: 729474

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PACIFIC GAS & ELECTRIC NON-ENERGY	00585067	0008445967-6	2510 COO 115KV NRS (TFA)	Electric Utility-Ops General	6,600.59
				Total for Payment No.:		6,600.59

Payment No: 729960

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MICRO PRECISION CALIBRATION INC	00586825	BAY-10034915	INSTRUMENT TRACE CALIBRATION F	Electric Utility-Ops General	5,700.00
2025-11-07	MICRO PRECISION CALIBRATION INC	00586825	BAY-10034915	HANDLING FEE - SET B	Electric Utility-Ops General	12.00
2025-11-07	MICRO PRECISION CALIBRATION INC	00586826	BAY-10034978	INSTRUMENT TRACE CALIBRATION F	Electric Utility-Ops General	290.00
2025-11-07	MICRO PRECISION CALIBRATION INC	00586826	BAY-10034978	HANDLING FEE - GV CALIBRATION	Electric Utility-Ops General	43.30
				Total for Payment No.:		6,045.30

Payment No: 730128

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	JINGYI ZHONG	00586300	1435	HEAT WTR HEAT PUMP; RB50488-03	Electric Utility-Ops Restrictd	6,000.00
				Total for Payment No.:		6,000.00

Payment No: 729717

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MICRO PRECISION CALIBRATION INC	00586028	BAY-10034730	INSTRUMENT TRACE CALIBRATION F	Electric Utility-Ops General	5,860.00
2025-10-31	MICRO PRECISION CALIBRATION INC	00586028	BAY-10034730	HANDLING FEE - SET A	Electric Utility-Ops General	12.00
				Total for Payment No.:		5,872.00

Payment No: 729929

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	EN ENGINEERING, LLC	00586675	0503482	CHANGE ORDER 3: ADDITIONAL FUN	Electric Utility-Street Lights	5,707.12
				Total for Payment No.:		5,707.12

Payment No: 034696

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CINTAS CORP #630	00585749	4235376979	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	1,465.75
				Total for Payment No.:		1,465.75

Payment No: 729577

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	THOMSON REUTERS WEST	00585617	852587010	ONLINE LEGAL DATABASE WESTLAW	Electric Utility-Ops General	532.64
				Total for Payment No.:		532.64

Payment No: 730139

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	MARY HYGINUS-JOSEPH	00586303	1340	WTR HEATER RBT; ACT 84539-01	Electric Utility-Ops Restrictd	5,500.00
				Total for Payment No.:		5,500.00

Payment No: 730127

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	JIM PARISSENTI	00586299	1415	WTR HEATER RBT; ACT 25570-01	Electric Utility-Ops Restrictd	5,500.00
				Total for Payment No.:		5,500.00

Payment No: 034805

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ONESOURCE SUPPLY SOLUTIONS LLC	00586016	S007879258.001	COVER - 86IN X 37IN X 1/4IN,	Electric Utility-Ops General	5,165.58
				Total for Payment No.:		5,165.58

Payment No: 729503

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CRESCO EQUIPMENT RENTALS	00585815	6478363-0001	DVR EQUIPMENT RENTALS	Electric Utility-Ops	4,816.18

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		4,816.18

Payment No: 729724

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	SVP 850 DUANE	Electric Utility-Ops General	61.54
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	SVP 527 ROBERTS	Electric Utility-Ops General	61.54
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	SVP 1705 MARTIN	Electric Utility-Ops General	61.54
				Total for Payment No.:		184.62

Payment No: 034846

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ELECTRICAL CONSULTANTS INC	00586762	135699	CONSTRUCTION ON SITE SUPPORT F	Electric Utility-Construction	4,417.00
				Total for Payment No.:		4,417.00

Payment No: 730119

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	GLOBAL RENTAL CO	00586053	30742753	2511 2020 FRGHTLINER M2-106	Electric Utility-Ops General	4,146.75
				Total for Payment No.:		4,146.75

Payment No: 730146

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	NINYO & MOORE GEOTECHNICAL	00587147	310135	MATERIALS TESTING AND SPECIAL	Electric Utility-Construction	4,102.50
				Total for Payment No.:		4,102.50

Payment No: 729958

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MARIA GAMEZ	00585888	4308350	SMART ELEC PNEL ACT 23062	Electric Utility-Ops Restrictd	4,000.00
				Total for Payment No.:		4,000.00

Payment No: 729938

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	HELGA WYLEGALA	00585887	4305626	SMART ELEC PNL ACT 40459	Electric Utility-Ops Restrictd	4,000.00
				Total for Payment No.:		4,000.00

Payment No: 034741

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	STAPLES ADVANTAGE	00585690	7007093312-ELECRES	OFFICE SUPPLIES	Electric Utility-Ops General	812.02
2025-10-24	STAPLES ADVANTAGE	00585691	7007093312-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	115.63
2025-10-24	STAPLES ADVANTAGE	00585691	7007093312-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	43.64
				Total for Payment No.:		971.29

Payment No: 730082

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	BELLECCI & ASSOCIATES INC	00587108	210069.00-26	DESIGN FOR SUBSTRUCTURE IMPROV	Electric Utility-Construction	3,646.50
				Total for Payment No.:		3,646.50

Payment No: 729931

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ESSEL TECHNOLOGY SERVICES, INC	00586779	153.25010	SVP - COGEN	Electric Utility-Ops General	3,549.78
				Total for Payment No.:		3,549.78

Payment No: 729585

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	UNIVAR SOLUTIONS USA INC	00584836	53371952	2510 SOD HYPO 12.5% LIQUICHLOR	Electric Utility-Ops General	2,808.66
2025-10-24	UNIVAR SOLUTIONS USA INC	00584836	53371952	2510 CALIFORNIA MILL FEE	Electric Utility-Ops General	77.94
2025-10-24	UNIVAR SOLUTIONS USA INC	00585022	53378476	2510 SOD BISULFITE 25% MNBULK	Electric Utility-Ops General	624.20
				Total for Payment No.:		3,510.80

Payment No: 729754

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	UNIVAR SOLUTIONS USA INC	00585275	53388914	2510 SOD HYPO 12.5% LIQUICHLOR	Electric Utility-Ops General	3,339.22
2025-10-31	UNIVAR SOLUTIONS USA INC	00585275	53388914	2510 CALIFORNIA MILL FEE	Electric Utility-Ops General	92.67
				Total for Payment No.:		3,431.89

Payment No: 034706

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	GRAINGER	00585020	9660787350	2510 6XNC6 COLD PACK,4"L X 5"W	Electric Utility-Ops General	20.30
2025-10-24	GRAINGER	00585020	9660787350	2510 482K31 IEC SUPP PROTECTOR	Electric Utility-Ops General	92.44
2025-10-24	GRAINGER	00585021	9660084683	2510 482K36 IEC SUPP PROTECTOR	Electric Utility-Ops General	184.89
				Total for Payment No.:		297.63

Payment No: 729753

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	UNITED SITE SERVICES INC	00586054	114-14113846	T&D RENTAL CHARGES	Electric Utility-Ops General	98.22
2025-10-31	UNITED SITE SERVICES INC	00586054	114-14113846	T&D NON-TAXABLE SERVICES	Electric Utility-Ops General	413.58

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	UNITED SITE SERVICES INC	00586056	114-14127976	T&D RENTAL CHARGES	Electric Utility-Ops General	98.22
2025-10-31	UNITED SITE SERVICES INC	00586056	114-14127976	T&D NON-TAXABLE SERVICES	Electric Utility-Ops General	413.58
2025-10-31	UNITED SITE SERVICES INC	00586057	INV-5596520	DVR RENTAL CHARGES	Electric Utility-Ops General	622.02
2025-10-31	UNITED SITE SERVICES INC	00586057	INV-5596520	DVR NON-TAXABLE SERVICES	Electric Utility-Ops General	1,650.00
				Total for Payment No.:		3,295.62

Payment No: 729473

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PACIFIC GAS & ELECTRIC NON-ENERGY	00585066	0008445968-4	2510 COO NONRULE 2 LES/230K	Electric Utility-Ops General	3,231.16
				Total for Payment No.:		3,231.16

Payment No: 034848

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	EVERGREEN JOB & SAFETY TRAINING, INC	00586388	2083	OCTOBER 2025 TRAINING - EMERGEN	Electric Utility-Ops General	3,200.00
				Total for Payment No.:		3,200.00

Payment No: 034794

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	KEPT COMPANIES	00586099	x-K214125	ONSITE FLEET VEHICLE WASHING S	Electric Utility-Ops General	1,116.59
				Total for Payment No.:		1,116.59

Payment No: 729526

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	KONE INC	00584982	871816176	SVP DUANE	Electric Utility-Ops General	130.79

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		130.79

Payment No: 034809

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PURETEC INDUSTRIAL WATER	00585281	2292918	2504 45 S STRONG BASE ANION FL	Electric Utility-Ops General	676.05
2025-10-31	PURETEC INDUSTRIAL WATER	00585281	2292918	2504 45 P POLISHER FLOMAX TANK	Electric Utility-Ops General	1,352.10
2025-10-31	PURETEC INDUSTRIAL WATER	00585281	2292918	2504 PREVAILING WAGE SURCHARGE	Electric Utility-Ops General	75.00
2025-10-31	PURETEC INDUSTRIAL WATER	00585281	2292918	2506 MONTHLY RENTAL FEE	Electric Utility-Ops General	250.40
2025-10-31	PURETEC INDUSTRIAL WATER	00585281	2292918	2506 MONTHLY RENTAL FEE	Electric Utility-Ops General	500.80
2025-10-31	PURETEC INDUSTRIAL WATER	00585282	2320997	2508 MONTHLY RENTAL FEE	Electric Utility-Ops General	276.32
				Total for Payment No.:		3,130.67

Payment No: 034810

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	RADD NETWORK SOLUTIONS INC	00585162	8000	10-15031.01A - 12F ROUND DROP	Electric Utility-Construction	3,101.00
				Total for Payment No.:		3,101.00

Payment No: 730061

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	PG&E	00586051	9644211793-1 OCT2025	2508 ELEC SVC GRIZZ PWRHOUSE	Electric Utility-Ops General	1,517.38
2025-11-14	PG&E	00586051	9644211793-1 OCT2025	2509 ELEC SVC GRIZZ PWRHOUSE	Electric Utility-Ops General	1,537.60
				Total for Payment No.:		3,054.98

Payment No: 034686

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	AIRGAS USA, LLC	00585023	9165576517	2509 EP 90PPM CM/90PPM NC/NI	Electric Utility-Ops General	1,424.04
2025-10-24	AIRGAS USA, LLC	00585023	9165576517	2509 ENERGY CHARGE	Electric Utility-Ops General	4.37
2025-10-24	AIRGAS USA, LLC	00585023	9165576517	2509 DELIVERY FLAT FEE	Electric Utility-Ops General	114.23
2025-10-24	AIRGAS USA, LLC	00585023	9165576517	2509 FUEL CHARGE FLAT	Electric Utility-Ops General	14.51
2025-10-24	AIRGAS USA, LLC	00585023	9165576517	2509 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	22.84
2025-10-24	AIRGAS USA, LLC	00585024	9165576513	2509 EP 9PPM CM/9PPM NC/NI 15A	Electric Utility-Ops General	759.06
2025-10-24	AIRGAS USA, LLC	00585024	9165576513	2509 ENERGY CHARGE	Electric Utility-Ops General	2.18
2025-10-24	AIRGAS USA, LLC	00585024	9165576513	2509 DELIVERY FLAT FEE	Electric Utility-Ops General	114.23
2025-10-24	AIRGAS USA, LLC	00585024	9165576513	2509 FUEL CHARGE FLAT	Electric Utility-Ops General	14.51
2025-10-24	AIRGAS USA, LLC	00585024	9165576513	2509 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	22.84
				Total for Payment No.:		2,492.81

Payment No: 730174

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	UNIVAR SOLUTIONS USA INC	00586055	53425895	2510 SOD HYPO 12.5% LIQUICHLOR	Electric Utility-Ops General	2,893.99
2025-11-14	UNIVAR SOLUTIONS USA INC	00586055	53425895	2510 CALIFORNIA MILL FEE	Electric Utility-Ops General	80.31
				Total for Payment No.:		2,974.30

Payment No: 729687

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GLOBAL RENTAL CO	00585290	30715548	2510 2019 FORD F550	Electric Utility-Ops	2,962.74

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		2,962.74

Payment No: 730110

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	FAROKH MEHRSHAHI	00586298	1466	WTR HEATER RBT; ACT 83054-01	Electric Utility-Ops Restrictd	2,776.07
				Total for Payment No.:		2,776.07

Payment No: 729997

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	UNIVAR SOLUTIONS USA INC	00585645	53405560	2510 SOD HYPO 12.5% LIQUICHLOR	Electric Utility-Ops General	2,541.52
2025-11-07	UNIVAR SOLUTIONS USA INC	00585645	53405560	2510 CALIFORNIA MILL FEE	Electric Utility-Ops General	70.53
				Total for Payment No.:		2,612.05

Payment No: 730152

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	QTS TRS CMBS, LLC	00584314	254367	2510 CARRIER:CONDUIT INNERDUCT	Electric Utility-Ops General	1,112.80
2025-11-14	QTS TRS CMBS, LLC	00584314	254367	2510 RACK: 2 POST	Electric Utility-Ops General	166.40
2025-11-14	QTS TRS CMBS, LLC	00586040	258399	2511 RACK: 2 POST	Electric Utility-Ops General	166.40
2025-11-14	QTS TRS CMBS, LLC	00586040	258399	2511 CARRIER:CONDUIT INNERDUCT	Electric Utility-Ops General	1,112.80
				Total for Payment No.:		2,558.40

Payment No: 729950

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LASSEN COUNTY TAX COLLECTOR	00585604	147-040-002-000 2025	PROP TAX 147-040-002-000 2025	Electric Utility-Ops General	182.98
2025-11-07	LASSEN COUNTY TAX COLLECTOR	00585606	147-050-002-000 2025	PROP TAX 147-050-020-000 2025	Electric Utility-Ops General	686.88
2025-11-07	LASSEN COUNTY TAX COLLECTOR	00585607	147-050-003-000 2025	PROP TAX 147-050-003-000	Electric Utility-Ops General	10.86
2025-11-07	LASSEN COUNTY TAX COLLECTOR	00585608	147-050-019-000 2025	PROP TAX 147-050-019-000	Electric Utility-Ops General	146.38
2025-11-07	LASSEN COUNTY TAX COLLECTOR	00585609	147-050-020-000 2025	PROP TAX 147-050-020-000 2025	Electric Utility-Ops General	292.90
2025-11-07	LASSEN COUNTY TAX COLLECTOR	00585610	147-070-004-000 2025	PROP TAX 147-070-004-000 2025	Electric Utility-Ops General	178.32
2025-11-07	LASSEN COUNTY TAX COLLECTOR	00585611	147-070-005-000 2025	PROP TAX 147-070-005-000 2025	Electric Utility-Ops General	146.38
2025-11-07	LASSEN COUNTY TAX COLLECTOR	00585612	147-080-001-000 2025	PROP TAX 147-080-001-000 2025	Electric Utility-Ops General	251.22
2025-11-07	LASSEN COUNTY TAX COLLECTOR	00585613	147-080-003-000 2025	PROP TAX 147-080-003-000 2025	Electric Utility-Ops General	164.26
2025-11-07	LASSEN COUNTY TAX COLLECTOR	00585614	147-080-011-000 2025	PROP TAX 147-080-011-000 2025	Electric Utility-Ops General	388.30
2025-11-07	LASSEN COUNTY TAX COLLECTOR	00585615	147-080-014-000 2025	PROP TAX 147-080-014-000 2025	Electric Utility-Ops General	12.20
2025-11-07	LASSEN COUNTY TAX COLLECTOR	00585616	147-080-015-000 2025	PROP TAX 147-080-015-000 2025	Electric Utility-Ops General	92.36
				Total for Payment No.:		2,553.04

Payment No: 730033

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	US POSTAL SERVICE	00584804	2947OCT2025	PERMIT16 FOR SVP MARKET MAIL	Electric Utility-Ops Restrictd	500.00
2025-11-14	US POSTAL SERVICE	00584804	2947OCT2025	PERMIT16 FOR SVP MARKET MAIL	Electric Utility-Ops Restrictd	2,000.00
				Total for Payment No.:		2,500.00

Payment No: 729531

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	LISA CHU	00584797	4261514	EV CHRG RBTE; ACT 47420-05	Electric Utility-Ops Restrictd	2,500.00
				Total for Payment No.:		2,500.00

Payment No: 034717

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	INTEL CORP - SANTA CLARA	00585062	R26-SLR-0011	LTG REBATE; ACT 75610-01	Electric Utility-Ops Restrictd	2,464.05
				Total for Payment No.:		2,464.05

Payment No: 729517

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	HD SUPPLY	00585833	896248218	JANITORIAL SUPPLIES FOR SVP	Electric Utility-Ops General	219.32
				Total for Payment No.:		219.32

Payment No: 729695

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	INTER DISPOSAL CORP OF CA	00585382	5127-000042634	SW-TIMBER TRTD OLD POLES	Electric Utility-Construction	2,261.99
				Total for Payment No.:		2,261.99

Payment No: 729909

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	AZCO SUPPLY, INC.	00586384	501356	BEND, CONDUIT, PVC, 4IN X 30 D	Electric Utility-Ops General	76.39
2025-11-07	AZCO SUPPLY, INC.	00586384	501356	BOX, FIBERGLASS, N-36, 17INX30	Electric Utility-Ops General	1,440.45
2025-11-07	AZCO SUPPLY, INC.	00586384	501356	BOX, POLYMER, N-52, 30INX60INX	Electric Utility-Ops General	840.26
2025-11-07	AZCO SUPPLY, INC.	00586384	501356	MOULDING, PVC, 3IN X 10FT-0IN,	Electric Utility-Ops	687.92

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
2025-11-07	AZCO SUPPLY, INC.	00586821	CM100084	PO 31293 CREDIT MEMO	Electric Utility-Construction	-840.26
				Total for Payment No.:		2,204.76

Payment No: 729537

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MESA ENERGY SYSTEMS, INC.	00585814	940030185	LABOR AND TRUCK CHARGE FOR EME	Electric Utility-Ops General	2,061.00
				Total for Payment No.:		2,061.00

Payment No: 730137

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	LU WEI	00586302	000455	EV CHRGR RBT; ACT 28234-05	Electric Utility-Ops Restrictd	2,050.00
				Total for Payment No.:		2,050.00

Payment No: 729977

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SACHCHIDANAND VAIDYA	00585601	1029	EV CRHGR RBT ACT 83960-03	Electric Utility-Ops Restrictd	2,050.00
				Total for Payment No.:		2,050.00

Payment No: 729963

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	NATHAN FLOYD	00585599	000439	EV CHRGR REBATE; ACT 40542-10	Electric Utility-Ops Restrictd	2,050.00
				Total for Payment No.:		2,050.00

Payment No: 034870

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	POWER MARKET CONSULTING INC	00585925	895	2509 OASISLIVE SUPPORT	Electric Utility-Ops General	1,960.00
				Total for Payment No.:		1,960.00

Payment No: 034950

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00586946	213621	MONTHLY VISUAL INSPECTION: NOV	Electric Utility-Ops General	1,950.00
				Total for Payment No.:		1,950.00

Payment No: 729903

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	APRIL SANDOVAL	00585595	000930	EV CHRG RBT; ACT 35606-07	Electric Utility-Ops Restrictd	1,897.61
				Total for Payment No.:		1,897.61

Payment No: 730060

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	PG&E	00586047	3847680626-0 OCT2025	2510 ELEC SVC GRIZZLY INTAKE	Electric Utility-Ops General	1,780.89
				Total for Payment No.:		1,780.89

Payment No: 729982

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SEL ENGINEERING SERVICES INC.	00586764	74898	4 YEARS OF OFFICE SUPPORT/SITE	Electric Utility-Ops General	1,630.00
				Total for Payment No.:		1,630.00

Payment No: 034863

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LINDE GAS & EQUIPMENT INC.	00586450	52184436	DEMURRAGE 18%	Electric Utility-Ops	1,321.08

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		1,321.08

Payment No: W26097

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-03	CALIF ISO	00586272	2025102831-74045430	CRR	Electric Utility-Ops General	-262,956.19
2025-11-03	CALIF ISO	00586272	2025102831-74045430	ISO TRANSACTION	Electric Utility-Ops General	255,012.87
2025-11-03	CALIF ISO	00586272	2025102831-74045430	ISO TRANSACTION	Electric Utility-Ops General	9,546.37
				Total for Payment No.:		1,603.05

Payment No: 034934

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	LINDE GAS & EQUIPMENT INC.	00587224	51613431	DEMURRAGE 88%	Electric Utility-Ops General	1,321.08
				Total for Payment No.:		1,321.08

Payment No: 034828

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ASPEN ENVIRONMENTAL GROUP	00586340	3513.006-02	CONSULTANT SERVICES FOR ELECTR	Electric Utility-Ops General	1,483.47
				Total for Payment No.:		1,483.47

Payment No: 034929

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	KEPT COMPANIES	00587146	x-K226504	ONSITE FLEET VEHICLE WASHING S	Electric Utility-Ops General	1,431.15
				Total for Payment No.:		1,431.15

Payment No: 034851

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GRAINGER	00585891	9676704787	2510 863KH8 APX AND SRX SINGLE	Electric Utility-Ops General	917.82
2025-11-07	GRAINGER	00586683	9681393840	GENERAL PURPOSE PALLET JACK	Electric Utility-Ops General	336.95
2025-11-07	GRAINGER	00586683	9681393840	SHIPPING	Electric Utility-Ops General	159.00
				Total for Payment No.:		1,413.77

Payment No: 034908

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CINTAS FIRE PROTECTION #F44	00587201	0F44175542	2201 LAURELWOOD RD (STJ SUBSTA	Electric Utility-Ops General	226.06
2025-11-14	CINTAS FIRE PROTECTION #F44	00587201	0F44175542	2201 LAURELWOOD RD (STJ SUBSTA	Electric Utility-Ops General	121.44
				Total for Payment No.:		347.50

Payment No: 729572

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		1,084.46

Payment No: 034734

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ORACLE AMERICA INC	00585863	101843373	SOFTWARE UPDATE LICENSE & SUPP	Electric Utility-Ops General	1,196.92
				Total for Payment No.:		1,196.92

Payment No: 034707

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	GRAINGER-SAN JOSE	00585821	9665932647	WERNER STRAIGHT LADDER: 10	Electric Utility-Ops	264.97

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				FT	General	
2025-10-24	GRAINGER-SAN JOSE	00585821	9665932647	SHIPPING	Electric Utility-Ops General	62.84
				Total for Payment No.:		327.81

Payment No: 034891

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AIRGAS USA, LLC	00586322	9166256504	2510 EP 90PPM CM/90PPM NC/NI	Electric Utility-Ops General	712.02
2025-11-14	AIRGAS USA, LLC	00586322	9166256504	2510 ENERGY CHARGE	Electric Utility-Ops General	2.18
2025-11-14	AIRGAS USA, LLC	00586322	9166256504	2510 DELIVERY FLAT FEE	Electric Utility-Ops General	114.23
2025-11-14	AIRGAS USA, LLC	00586322	9166256504	2510 FUEL CHARGE FLAT	Electric Utility-Ops General	14.19
2025-11-14	AIRGAS USA, LLC	00586322	9166256504	2510 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	22.84
				Total for Payment No.:		865.46

Payment No: 730096

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	DATAVOICE INTERNATIONAL, INC.	00586305	DVIMN0001637	202511 TEXTING DVI NOV2025	Electric Utility-Ops General	1,144.00
				Total for Payment No.:		1,144.00

Payment No: 729675

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	DATAVOICE INTERNATIONAL, INC.	00585408	DVIMN0001560	202510 TEXTING DVI OCT2025	Electric Utility-Ops General	1,144.00
				Total for Payment No.:		1,144.00

Payment No: 034838

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CINTAS FIRE PROTECTION #F44	00586341	0F44856893	2201 LAURELWOOD RD (STJ SUBSTA	Electric Utility-Ops General	125.16
2025-11-07	CINTAS FIRE PROTECTION #F44	00586341	0F44856893	2201 LAURELWOOD RD (STJ SUBSTA	Electric Utility-Ops General	149.68
2025-11-07	CINTAS FIRE PROTECTION #F44	00586342	0F44856894	3724 - 1705 MARTIN AVE	Electric Utility-Ops General	120.62
2025-11-07	CINTAS FIRE PROTECTION #F44	00586342	0F44856894	3724 - 1705 MARTIN AVE	Electric Utility-Ops General	81.10
2025-11-07	CINTAS FIRE PROTECTION #F44	00586343	0F44857220	1070 DI GIULIO AVE (MMJ SUBSTA	Electric Utility-Ops General	313.06
2025-11-07	CINTAS FIRE PROTECTION #F44	00586343	0F44857220	1070 DI GIULIO AVE (MMJ SUBSTA	Electric Utility-Ops General	41.72
2025-11-07	CINTAS FIRE PROTECTION #F44	00586689	0F44174955	1070 DI GIULIO AVE (MMJ SUBSTA	Electric Utility-Ops General	64.00
2025-11-07	CINTAS FIRE PROTECTION #F44	00586691	0F44854350	3724 - 1705 MARTIN AVE	Electric Utility-Ops General	70.84
2025-11-07	CINTAS FIRE PROTECTION #F44	00586691	0F44854350	3724 - 1705 MARTIN AVE	Electric Utility-Ops General	149.09
				Total for Payment No.:		1,115.27

Payment No: 729706

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	KRAFT INDUSTRIAL SUPPLY	00585379	39788	2510 FUELNOZZLE GASKET, 7-9/16	Electric Utility-Ops General	867.33
2025-10-31	KRAFT INDUSTRIAL SUPPLY	00585380	39782	2510 FRW-0220 2-1/2"-300/400/6	Electric Utility-Ops General	78.39
2025-10-31	KRAFT INDUSTRIAL SUPPLY	00585380	39782	2510 FRW-0180 1"-300/400/600#	Electric Utility-Ops General	34.67
2025-10-31	KRAFT INDUSTRIAL SUPPLY	00585380	39782	2510 FRW-0090 3"-150# FLEXSEAL	Electric Utility-Ops General	72.03
2025-10-31	KRAFT INDUSTRIAL SUPPLY	00585380	39782	2510 FRW-0070 2"-150# FLEXSEAL	Electric Utility-Ops General	50.30
				Total for Payment No.:		1,102.72

Payment No: 729900

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ADAM CURRIE	00585591	1155	EV CHRGR REBT; ACT 56959-03	Electric Utility-Ops Restrictd	1,100.00
				Total for Payment No.:		1,100.00

Payment No: 730116

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	GENERAL PACIFIC INC	00587257	1529301	CABLE TIE, 14-1/2IN LG X .19IN	Electric Utility-Ops General	1,090.16
				Total for Payment No.:		1,090.16

Payment No: 730094

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	D&M TRAFFIC SERVICES	00587250	577150	PAINT, MARKING, FLOURESCENT OR	Electric Utility-Ops General	245.53
				Total for Payment No.:		245.53

Payment No: 729665

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CALIFORINA AIR RESOURCES BOARD	00586182	INVCOI22474	FY2223 AB32 CAL YR 2020 EMISSI	Electric Utility-Ops General	998.00
				Total for Payment No.:		998.00

Payment No: 034820

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	UNIQUE SCAFFOLD	00586194	RI-11477	LABOR, TRAVEL, EQUIPMENT, AND	Electric Utility-Ops General	32.40
2025-10-31	UNIQUE SCAFFOLD	00586195	RI-11479	SCAFFOLD SERVICES FOR DVR SPRI	Electric Utility-Ops General	504.00
2025-10-31	UNIQUE SCAFFOLD	00586196	RI-11480	CHANGE ORDER 1: EXTENDED RENTA	Electric Utility-Ops General	446.40
				Total for Payment No.:		982.80

Payment No: 730165

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SUNNYVALE FORD	00585963	265242	PARTS - V3787 ACQ	Electric Utility-Ops General	211.77
2025-11-14	SUNNYVALE FORD	00585966	265302	PARTS - V3751	Electric Utility-Ops General	508.25
				Total for Payment No.:		720.02

Payment No: 730075

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AT&T CALNET	00586307	000024263605	2510 BAN 9391023721	Electric Utility-Ops General	822.93
				Total for Payment No.:		822.93

Payment No: 034925

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	INDUSTRIAL SCIENTIFIC CORP	00587029	2868840	INET EQUIPMENT RENTAL	Electric Utility-Ops General	817.51
				Total for Payment No.:		817.51

Payment No: 730070

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AT&T	00586313	1182031868	2510 T1.5 MBPS SVC	Electric Utility-Ops General	795.44
				Total for Payment No.:		795.44

Payment No: 729660

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	AT&T	00585490	1181896033	2509 T1.5 MBPS SVC	Electric Utility-Ops General	795.44
				Total for Payment No.:		795.44

Payment No: 034702

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	DATABANK HOLDINGS LTD	00584839	324623	2510 5101 LAFAYETTE ST	Electric Utility-Ops General	711.41
				Total for Payment No.:		711.41

Payment No: 034781

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	EFFICIENCY SERVICES GROUP, LLC	00585949	26654	YP2509 ADMIN/PRGRM SUPP SRV	Electric Utility-Ops Restrictd	217.75
2025-10-31	EFFICIENCY SERVICES GROUP, LLC	00585949	26654	YP2509 ADMIN/PRGRM SUPP SRV	Electric Utility-Ops Restrictd	254.25
2025-10-31	EFFICIENCY SERVICES GROUP, LLC	00585949	26654	YP2509 ADMIN/PRGRM SUPP SRV	Electric Utility-Ops Restrictd	167.50
				Total for Payment No.:		639.50

Payment No: 729669

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CONTRACTOR COMPLIANCE AND MONITORING	00585492	30486	2509 LABOR COMPLIANCE SVC	Electric Utility-Ops General	632.50
				Total for Payment No.:		632.50

Payment No: 729775

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LEONARD MONTILLA	00586670	42260OCT2025	HYNDAI TRANSFORMER INSPEC #2	Electric Utility-Construction	208.44
2025-11-07	LEONARD MONTILLA	00586670	42260OCT2025	HYNDAI TRANSFORMER INSPEC #2	Electric Utility-Construction	208.44
2025-11-07	LEONARD MONTILLA	00586670	42260OCT2025	HYNDAI TRANSFORMER INSPEC #2	Electric Utility-Construction	208.44
				Total for Payment No.:		625.32

Payment No: 729471

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	VINCENT NGUYEN	00585600	36901OCT2025	NORTHWEST ELECTRIC METER SCHOO	Electric Utility-Ops General	573.82
				Total for Payment No.:		573.82

Payment No: 730159

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SANDIS	00587106	2508412	SURVEYING SERVICES FOR SUBSTAT	Electric Utility-Construction	525.00
				Total for Payment No.:		525.00

Payment No: 730113

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	FEDEX FREIGHT INC	00587220	8583546510	FREIGHT	Electric Utility-Ops General	523.94
				Total for Payment No.:		523.94

Payment No: 730062

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	PG&E	00586115	1543429391-4 OCT2025	2510 ELEC SVC STONY GORGE	Electric Utility-Ops General	501.73
				Total for Payment No.:		501.73

Payment No: 729682

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	FEDERAL EXPRESS	00585373	9-014-86651	2509 DVR MISC SHIPPING	Electric Utility-Ops General	469.80
2025-10-31	FEDERAL EXPRESS	00585496	8-997-74473	2509 MISC SHIPPING	Electric Utility-Ops General	8.95
2025-10-31	FEDERAL EXPRESS	00585497	9-014-72547	2509 MISC SHIPPING	Electric Utility-Ops General	13.96
				Total for Payment No.:		492.71

Payment No: 729769

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	DANIEL BALLIN	00586666	37755OCT2025B	APPA L&R CONFERENCE 2025	Electric Utility-Ops General	436.50
				Total for Payment No.:		436.50

Payment No: 729600

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	DANIEL BALLIN	00585969	37755OCT2025	HYDRO VISIT CHICO SEP 2025	Electric Utility-Ops General	279.70
2025-10-31	DANIEL BALLIN	00585972	37755OCT2025A	NCPA ANNUAL CONF 2025	Electric Utility-Ops General	133.65
				Total for Payment No.:		413.35

Payment No: 730063

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	PG&E	00586116	5918427025-0 OCT2025	2510 ELEC SVC BLK BUTTE HYD	Electric Utility-Ops General	368.84
				Total for Payment No.:		368.84

Payment No: 729939

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	HSI WORKPLACE COMPLIANCE SOLUTIONS INC	00586389	INV139277	NERC COMPLIANCE TASK 1 INTERNA	Electric Utility-Ops General	350.00
				Total for Payment No.:		350.00

Payment No: 730016

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	JONATHAN GAUNTT	00587056	42035OCT2025	GRIDSECON 2025 10/6-10/10	Electric Utility-Ops General	337.74
				Total for Payment No.:		337.74

Payment No: 729774

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	KRISTEN MARTINEZ	00586444	38111OCT2025	MMANC ANNUAL CONF 2025	Electric Utility-Ops General	322.35
				Total for Payment No.:		322.35

Payment No: 729693

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	HOYA OPTICAL LABS OF AMERICA, INC.	00585470	02270159	J. Ellefsen Safety Glasses	Electric Utility-Ops General	142.41
2025-10-31	HOYA OPTICAL LABS OF AMERICA, INC.	00585470	02270159	J. Ellefsen Dispensing Fee	Electric Utility-Ops General	28.00
2025-10-31	HOYA OPTICAL LABS OF AMERICA, INC.	00585476	02340766	J. Ellefsen Safety Glasses	Electric Utility-Ops General	119.49
2025-10-31	HOYA OPTICAL LABS OF AMERICA, INC.	00585476	02340766	J. Ellefsen Dispensing Fee	Electric Utility-Ops General	28.00
				Total for Payment No.:		317.90

Payment No: 729767

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ARIELLE ROMERO	00586833	30402OCT2025	PANELIST AT ESOURCE LEADERSHIP	Electric Utility-Ops General	302.08
				Total for Payment No.:		302.08

Payment No: 730065

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	PG&E	00586119	3889347290-2 OCT2025	2510 ELEC SVC GRIZ MICROWAVE	Electric Utility-Ops General	294.37
				Total for Payment No.:		294.37

Payment No: 729512

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	FEDEX FREIGHT INC	00585520	6313283546	FREIGHT	Electric Utility-Ops General	278.32

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		278.32

Payment No: 729780

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MINETTE CASTRO	00586834	12876OCT2025	MMANC ANNUAL CONF 2025	Electric Utility-Ops General	269.15
				Total for Payment No.:		269.15

Payment No: 729599

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CHRIS KARWICK	00585967	30039OCT2025	HYDRO VISIT CHICO SEP 2025	Electric Utility-Ops General	250.20
				Total for Payment No.:		250.20

Payment No: 034918

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	GRAINGER	00586275	9688626010	2510 3JMD2 STERILE GAUZE,WHITE	Electric Utility-Ops General	11.17
2025-11-14	GRAINGER	00586275	9688626010	2510 4AV04 FORCEP,BLACK,STRAIG	Electric Utility-Ops General	7.51
2025-11-14	GRAINGER	00587254	9686157299	ANCHOR, CONCRETE, FOR 3/8IN BO	Electric Utility-Ops General	71.21
2025-11-14	GRAINGER	00587254	9686157299	ANCHOR, CONCRETE FOR 1/2IN BOL	Electric Utility-Ops General	136.96
				Total for Payment No.:		226.85

Payment No: 729606

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PAULO ROCHA	00585976	41546OCT2025	HYDRO VISIT CHICO SEP 2025	Electric Utility-Ops General	77.93
2025-10-31	PAULO ROCHA	00585977	41546OCT2025A	NCPA ANNUAL CONF 2025	Electric Utility-Ops General	133.65

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		211.58

Payment No: 034683

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	WONG, BASIL	00585644	32345OCT2025	NCPA ANNUAL CONFERENCE 2025	Electric Utility-Ops General	203.65
				Total for Payment No.:		203.65

Payment No: 729449

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ERIC SHUM	00585519	32843JUL2025	SAFETY BOOT REIMB UNIT 4	Electric Utility-Ops General	200.00
				Total for Payment No.:		200.00

Payment No: 730077

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AT&T CALNET	00586309	000024249164	2509 BAN 9391023689	Electric Utility-Ops General	186.60
				Total for Payment No.:		186.60

Payment No: 729453

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	HARKIRAT CHOONG	00585727	38645OCT2025	CA PE LICENSE RENEWAL	Electric Utility-Ops General	180.00
				Total for Payment No.:		180.00

Payment No: 730009

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CHRIS JACKSON	00587226	18971OCT2025	MISAC 2025 FALL CONFERENCE	Electric Utility-Ops General	176.87
				Total for Payment No.:		176.87

Payment No: 730019

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	KENN LEE	00587227	31898OCT2025	NCPA ANNUAL CONFERENCE 2025	Electric Utility-Ops General	155.75
				Total for Payment No.:		155.75

Payment No: 034786

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GRAINGER	00585419	9675836200	2510 21F251 SF DRINK MIX,STRWB	Electric Utility-Ops General	54.90
2025-10-31	GRAINGER	00585419	9675836200	2510 55NV83 SPORTS DRINK MIX,P	Electric Utility-Ops General	27.45
2025-10-31	GRAINGER	00585419	9675836200	2510 1UFK6 SPORTS DRINK MIX, L	Electric Utility-Ops General	35.68
				Total for Payment No.:		118.03

Payment No: 730112

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	FEDERAL EXPRESS	00586118	9-032-70729	2510 DVR MISC SHIPPING	Electric Utility-Ops General	134.97
				Total for Payment No.:		134.97

Payment No: 034824

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	VALENTINA GUZMAN RIDAD	00585978	24597OCT2025	NCPA ANNUAL CONF 2025	Electric Utility-Ops General	133.65
				Total for Payment No.:		133.65

Payment No: 729596

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	BILLY QUACH	00586014	24418OCT2025	NCPA ANNUAL CONF 2025	Electric Utility-Ops General	133.65
				Total for Payment No.:		133.65

Payment No: 729996

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	UNITED SITE SERVICES INC	00586827	INV-5680460	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	14.80
2025-11-07	UNITED SITE SERVICES INC	00586827	INV-5680460	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	118.55
				Total for Payment No.:		133.35

Payment No: 729781

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	NATHAN A. RICHMOND	00585889	30323OCT2025	SFTY BOOT/CLOTH REIMB FY 25/26	Electric Utility-Ops General	128.29
				Total for Payment No.:		128.29

Payment No: 729605

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	NICOLAS PROCOS	00586205	40800OCT2025	HYDRO VISIT SEP 2025	Electric Utility-Ops General	119.37
				Total for Payment No.:		119.37

Payment No: 034793

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	KATHLEEN SG HUGHES	00585974	8963OCT2025	NCPA ANNUAL CONF 2025	Electric Utility-Ops General	118.25
				Total for Payment No.:		118.25

Payment No: 729586

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	UPS SUPPLY CHAIN SOLUTIONS INC	00585597	00009882E5405A	DELIVERY ELECTRIC	Electric Utility-Ops General	63.51
				Total for Payment No.:		63.51

Payment No: 730064

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	PG&E	00586117	1501762727-2 OCT2025	2510 ELEC SVC HGH LINE CNL	Electric Utility-Ops General	110.90
				Total for Payment No.:		110.90

Payment No: 729446

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CHRISTIAN A SMITH	00585061	42371OCT2025	SFTY BOOT/CLOTH REIMB FY 25/26	Electric Utility-Ops General	71.46
				Total for Payment No.:		71.46

Payment No: 729998

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	UPS SUPPLY CHAIN SOLUTIONS INC	00586661	00009882E5425A	DELIVERY CHARGES ELECTRIC	Electric Utility-Ops General	14.05
				Total for Payment No.:		14.05

Payment No: 729460

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	NICOLAS PROCOS	00585589	40800SEP2025A	NCPA ANNUAL CONFERENCE 2025	Electric Utility-Ops General	51.50
				Total for Payment No.:		51.50

Payment No: 729475

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PG&E	00584777	3219228267-4 SEP2025A	YP2509 ELE BENICIA HOUSE	Electric Utility-Ops General	33.06
				Total for Payment No.:		33.06

Payment No: 729476

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PG&E	00585019	2937321050-8 OCT2025	2509 COGEN GAS HEATERS	Electric Utility-Ops	32.25

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		32.25
				Electric Utility Funds Group Total		**66,171,523.41**

Fund Group: All Other City Funds

Payment No: 034839

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CITY OF SAN JOSE	00585907	1280365	FY25-26 Q2 OPERATION & MAINT	Sewer Utility	7,045,254.00
2025-11-07	CITY OF SAN JOSE	00585909	1280364	FY 25-26 Q2 CAPITAL BILLING	Sewer Utility Construction	881,065.00
				Total for Payment No.:		7,926,319.00

Payment No: 034872

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	RADIUS EARTHWORK INC	00586464	2	2025 ANNUAL STREET PAVEMENT MA	Streets and Highways Capital F	3,464,169.10
2025-11-07	RADIUS EARTHWORK INC	00586464	2	RETENTION	Streets and Highways Capital F	-173,208.46
				Total for Payment No.:		3,290,960.64

Payment No: 034739

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SANTA CLARA VALLEY WATER	00584952	GM105411	2025 AUG - PUMP TAX	Water Utility	3,079,209.00
				Total for Payment No.:		3,079,209.00

Payment No: 034804

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	O'GRADY PAVING INC	00586002	8657	GREAT AMERICA PARKWAY AND MISS	Streets and Highways Capital F	3,078,447.23
2025-10-31	O'GRADY PAVING INC	00586002	8657	CONTINGENCY.	Streets and Highways Capital F	155,069.46
2025-10-31	O'GRADY PAVING INC	00586002	8657	RETENTION	Streets and Highways Capital F	-161,675.83
				Total for Payment No.:		3,071,840.86

Payment No: 034814

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SILICON VALLEY/SANTA CLARA	00586133	35637OCT2025	ADVANCE SCTID FUNDS FOR DMO	Deposit Funds.	2,738,443.00
				Total for Payment No.:		2,738,443.00

Payment No: 034946

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SANTA CLARA VALLEY WATER	00586241	GM105459	2025 SEP - PUMP TAX	Water Utility	2,317,969.50
				Total for Payment No.:		2,317,969.50

Payment No: 003885

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ELECTRONIC FEDERAL TAX	00586240	10/12/25-10/25/25	DD: FED TAXES W/H B2522	Payroll Liability&ClearingAcct	1,273,361.66
2025-10-31	ELECTRONIC FEDERAL TAX	00586240	10/12/25-10/25/25	DD: FED TAXES W/H B2522	Payroll Liability&ClearingAcct	349,034.41
2025-10-31	ELECTRONIC FEDERAL TAX	00586240	10/12/25-10/25/25	DD: FED TAXES W/H B2522	Payroll Liability&ClearingAcct	312,767.45
				Total for Payment No.:		1,935,163.52

Payment No: 003893

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ELECTRONIC FEDERAL TAX	00587280	10/26/25-11/08/25	DD: FED TAXES W/H B2523	Payroll Liability&ClearingAcct	1,219,953.10
2025-11-14	ELECTRONIC FEDERAL TAX	00587280	10/26/25-11/08/25	DD: FED TAXES W/H B2523	Payroll Liability&ClearingAcct	340,915.39
2025-11-14	ELECTRONIC FEDERAL TAX	00587280	10/26/25-11/08/25	DD: FED TAXES W/H B2523	Payroll Liability&ClearingAcct	303,679.46
				Total for Payment No.:		1,864,547.95

Payment No: 003889

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-06	CAL PERS - HEALTH	00585981	NOV-25	HEALTH INSURANCE PREMIUMS	Payroll Liability&ClearingAcct	1,506,534.86
2025-11-06	CAL PERS - HEALTH	00585981	NOV-25	HEALTH INSURANCE PREMIUMS	OPEB Plan Trust Fund	97,459.74
				Total for Payment No.:		1,603,994.60

Payment No: 003880

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-20	CAL PERS - PO BOX 1982	00585581	09/14/25-09/27/25	EMPLOYER/EMPLOYEE DED B2520	Payroll Liability&ClearingAcct	569,306.71
2025-10-20	CAL PERS - PO BOX 1982	00585581	09/14/25-09/27/25	EMPLOYER/EMPLOYEE DED B2520	Payroll Liability&ClearingAcct	1,010,124.78
				Total for Payment No.:		1,579,431.49

Payment No: 003881

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-27	CAL PERS - PO BOX 1982	00585985	09/28/25-10/11/25	EMPLOYER/EMPLOYEE DED B2521	Payroll Liability&ClearingAcct	533,237.87
2025-10-27	CAL PERS - PO BOX 1982	00585985	09/28/25-10/11/25	EMPLOYER/EMPLOYEE DED B2521	Payroll Liability&ClearingAcct	943,573.16
				Total for Payment No.:		1,476,811.03

Payment No: 729784

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	USA BH26 INC	00585243	39119OCT2025	Reimbursement-USA Properties	Tasman E Specific Infra Imprvm	1,423,145.00
				Total for Payment No.:		1,423,145.00

Payment No: 034834

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	C2R ENGINEERING, INC.	00586806	C7237S	As needed Emergency Water And	Water Utility	52,650.00
2025-11-07	C2R ENGINEERING, INC.	00586807	C7281S	CONSTRUCTION SERVICES -	Water Utility	102,717.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				ASPHAL		
2025-11-07	C2R ENGINEERING, INC.	00586808	C7239S	ADDITIONAL FUNDING	Sewer Utility	693,407.00
				Total for Payment No.:		848,774.50

Payment No: 034710

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	GREENWASTE RECOVERY, INC	00585039	GWR0000097	RECOLOGY RECYCLE SEPT25	Solid Waste Program	776,074.73
2025-10-24	GREENWASTE RECOVERY, INC	00585039	GWR0000097	RECOLOGY RECYCLE SEPT25	Solid Waste Program	33,650.74
				Total for Payment No.:		809,725.47

Payment No: W26104

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SAN FRANCISCO PUBLIC	00587002	2395NOV2025	2025 OCT WATER PURCHASE	Water Utility	807,478.57
				Total for Payment No.:		807,478.57

Payment No: 034751

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	UNISYS CORP	00585574	1039413	FINANCE FHRMS JULY 2025	General Government - Other	8,156.59
2025-10-24	UNISYS CORP	00585574	1039413	IT CYBER SECURITY JULY 2025	General Government - Other	12,199.32
2025-10-24	UNISYS CORP	00585574	1039413	Information Technology Outsour	Information Technology Service	397,232.91
2025-10-24	UNISYS CORP	00585574	1039413	Additional Funding	Information Technology Service	323,573.92
				Total for Payment No.:		741,162.74

Payment No: 003884

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CA EMPLOYMENT DEVELOPMENT	00586239	10/12/25-10/25/25	DD: SIT & SDI W/H B2522	Payroll	528,999.11

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	DEPT				Liability&ClearingAcct	
2025-10-31	CA EMPLOYMENT DEVELOPMENT DEPT	00586239	10/12/25-10/25/25	DD: SIT & SDI W/H B2522	Payroll Liability&ClearingAcct	60,277.21
				Total for Payment No.:		589,276.32

Payment No: 003892

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CA EMPLOYMENT DEVELOPMENT DEPT	00587279	10/26/25-11/08/25	DD: SIT & SDI W/H B2523	Payroll Liability&ClearingAcct	506,563.14
2025-11-14	CA EMPLOYMENT DEVELOPMENT DEPT	00587279	10/26/25-11/08/25	DD: SIT & SDI W/H B2523	Payroll Liability&ClearingAcct	58,135.06
				Total for Payment No.:		564,698.20

Payment No: W26103

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00587291	10/26/25-11/08/25	WT: B2523 DEFERRED COMP	Fringe Benefits	546,453.62
				Total for Payment No.:		546,453.62

Payment No: 729657

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ALTEC INDUSTRIES INC	00585452	13254747	PARTS - V#3572	Fleet Operation Fund	378.69
				Total for Payment No.:		378.69

Payment No: 729595

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ARROW FENCING	00585841	53821	EMERGENCY OPERATIONS CENTER SE	Fire Department	538,000.00
2025-10-31	ARROW FENCING	00585841	53821	15% CONTINGENCY.	Fire Department	8,725.00
2025-10-31	ARROW FENCING	00585841	53821	RETENTION	Fire Department	-27,336.25

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		519,388.75

Payment No: 034690

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	BEAR ELECTRICAL SOLUTIONS, INC.	00585751	27151	TRAFFIC SIGNAL MAINTENANCE, RE	General Fund	15,216.30
2025-10-24	BEAR ELECTRICAL SOLUTIONS, INC.	00585752	27290	TRAFFIC SIGNAL MAINTENANCE, RE	General Fund	15,727.00
2025-10-24	BEAR ELECTRICAL SOLUTIONS, INC.	00585753	27545	TRAFFIC SIGNAL MAINTENANCE, RE	General Fund	18,189.60
2025-10-24	BEAR ELECTRICAL SOLUTIONS, INC.	00585754	27546	TRAFFIC SIGNAL MAINTENANCE, RE	General Fund	10,246.90
2025-10-24	BEAR ELECTRICAL SOLUTIONS, INC.	00585755	27779	TRAFFIC SIGNAL MAINTENANCE, RE	General Fund	17,839.80
2025-10-24	BEAR ELECTRICAL SOLUTIONS, INC.	00585756	27864	TRAFFIC SIGNAL MAINTENANCE, RE	General Fund	19,417.80
				Total for Payment No.:		96,637.40

Payment No: 034868

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PARS/GASB 45	00586659	14589NOV2025	MTHLY CONTRIB NOV 2025	OPEB Plan Trust Fund	447,250.00
				Total for Payment No.:		447,250.00

Payment No: W26095

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00586244	10/12/25-10/25/25	WT: B2522 DEFERRED COMP	Fringe Benefits	436,974.23
				Total for Payment No.:		436,974.23

Payment No: 729730

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	RECOLOGY SOUTH BAY	00585242	17365OCT2025	RECYCLING SERVICES SEPT25	Solid Waste Program	362,766.24
				Total for Payment No.:		362,766.24

Payment No: 730086

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CA HIGHWAY PATROL	00586104	0000001670214	TrfCtlNonNFLEarthquakes9.13.25	General Fund	71,711.16
2025-11-14	CA HIGHWAY PATROL	00586106	0000001670215	TrfCtrlNFL49vCardinal9.21.25	General Fund	75,236.35
2025-11-14	CA HIGHWAY PATROL	00586107	0000001670216	TrfCtrlNFL49vJaguars 9.28.25	General Fund	72,274.32
				Total for Payment No.:		219,221.83

Payment No: 034719

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	KIMLEY-HORN AND ASSOC INC	00585559	097083045-0825	PRUNERIDGE AVENUE SIGNAL TIMIN	Streets and Highways Capital F	2,620.00
2025-10-24	KIMLEY-HORN AND ASSOC INC	00585747	097083042-0825	TRAFFIC SIGNAL MANAGEMENT SOFT	Streets and Highways Capital F	12,550.00
2025-10-24	KIMLEY-HORN AND ASSOC INC	00585747	097083042-0825	TRAFFIC SIGNAL MANAGEMENT SOFT	Streets and Highways Capital F	205,200.00
2025-10-24	KIMLEY-HORN AND ASSOC INC	00585747	097083042-0825	RETENTION	Streets and Highways Capital F	-10,887.50
				Total for Payment No.:		209,482.50

Payment No: 034778

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	COUNTY OF SANTA CLARA	00585271	1800095429	FY 25/26 CAL-ID	General Fund	173,668.00
2025-10-31	COUNTY OF SANTA CLARA	00585384	1800095224	2nd Billing for FY 24/25	General Fund	12,101.70
2025-10-31	COUNTY OF SANTA CLARA	00585481	1800094915	Live Scan Svcs (July 2025)	General Fund	20.00
				Total for Payment No.:		185,789.70

Payment No: 034701

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CSG CONSULTANTS INC	00585840	62606	BASIC SERVICES - FIRST CONTRAC	Streets and Highways Capital F	174,628.00
				Total for Payment No.:		174,628.00

Payment No: 729729

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	RDO EQUIPMENT CO	00586153	E0477338	NEW 2025 JOHN DEERE 334P SKID	General Fund	92,274.56
2025-10-31	RDO EQUIPMENT CO	00586153	E0477338	NEW 2025 JOHN DEERE CE84	General Fund	2,022.74
2025-10-31	RDO EQUIPMENT CO	00586153	E0477338	NEW 2025 JOHN DEERE BROOM 72P	General Fund	6,322.51
2025-10-31	RDO EQUIPMENT CO	00586153	E0477338	NEW 2025 JOHN DEERE CP24G	General Fund	32,662.68
2025-10-31	RDO EQUIPMENT CO	00586153	E0477338	NEW 2025 JOHN DEERE HH80C	General Fund	14,652.41
2025-10-31	RDO EQUIPMENT CO	00586153	E0477338	NEW 2023 SUNSTATE EQUIPMENT CO	General Fund	4,365.00
2025-10-31	RDO EQUIPMENT CO	00586153	E0477338	FREIGHT IN / OUT	General Fund	6,001.88
2025-10-31	RDO EQUIPMENT CO	00586153	E0477338	PREP / RECONDTIONING PDI	General Fund	5,619.94
2025-10-31	RDO EQUIPMENT CO	00586153	E0477338	FUEL	General Fund	327.38
2025-10-31	RDO EQUIPMENT CO	00586153	E0477338	OUTSIDE PARTS & LABOR / OTHER	General Fund	5,162.08
2025-10-31	RDO EQUIPMENT CO	00586153	E0477338	CA TIRE FEE	General Fund	7.00
				Total for Payment No.:		169,418.18

Payment No: W26102

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	WASHINGTON TRUST BANK	00587290	10/26/25-11/08/25	WT:VEBA CONTRIB B2523	Fringe Benefits	152,726.69
				Total for Payment No.:		152,726.69

Payment No: 034728

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585036	0000555943	ROLL-OFF SVC-1700 WALSH-SEP25	Solid Waste Program	9,079.29

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585038	m770	CSC FOOD SCRAP PROC SEP25	Solid Waste Program	97,150.20
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585047	0000555948	ROLL OFF SVC 1700 WALSH SEPT25	Solid Waste Program	1,115.43
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585051	0000555944	DEBRIS BIN HAULING SEPT 25	General Fund	681.90
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585051	0000555944	DEBRIS BIN HAULING SEPT 25	General Fund	5,382.36
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585051	0000555944	DEBRIS BIN HAULING SEPT 25	Water Utility	123.94
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585051	0000555944	DEBRIS BIN HAULING SEPT 25	Cemetery	371.81
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585054	0000556906	CART & FRONT LOAD BIN OCT 25	General Fund	4,826.47
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585054	0000556906	CART & FRONT LOAD BIN OCT 25	General Fund	12,785.42
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585054	0000556906	CART & FRONT LOAD BIN OCT 25	General Fund	1,111.19
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585054	0000556906	CART & FRONT LOAD BIN OCT 25	General Fund	569.21
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585054	0000556906	CART & FRONT LOAD BIN OCT 25	General Fund	76.55
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585054	0000556906	CART & FRONT LOAD BIN OCT 25	General Fund	1,835.48
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585054	0000556906	CART & FRONT LOAD BIN OCT 25	Water Utility	1,295.37
2025-10-24	MISSION TRAIL WASTE SYSTEMS	00585054	0000556906	CART & FRONT LOAD BIN OCT 25	Solid Waste Program	2,096.69
				Total for Payment No.:		138,501.31

Payment No: W26105

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SEDGWICK CLAIMS MGMT SVCS INC	00587349	CC-8029-2025-1112114103	ESCROW DEP WORK COMP CASH CALL	Workers Compensation	147,940.00
				Total for Payment No.:		147,940.00

Payment No: 729519

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	IMPEC GROUP, LLC	00584978	2509144	JANITORIAL SEPT 2025 CRC	General Fund	8,580.00
2025-10-24	IMPEC GROUP, LLC	00584979	2509142	JANITORIAL SEPT 2025	General Fund	129,569.25
				Total for Payment No.:		138,149.25

Payment No: 034811

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	REDWOOD CONSTRUCTN & EQUIP INC	00586004	12	CITYWIDE EMERGENCY GENERATOR R	Public Buildings	126,445.00
2025-10-31	REDWOOD CONSTRUCTN & EQUIP INC	00586004	12	CONTINGENCY.	Public Buildings	4,341.83
				Total for Payment No.:		130,786.83

Payment No: 034903

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	BENEFIT COORDINATORS CORP	00587289	B0KXTC	VISION & DENTAL DEC 2025 B2523	Payroll Liability&ClearingAcct	15,474.10
2025-11-14	BENEFIT COORDINATORS CORP	00587289	B0KXTC	VISION & DENTAL DEC 2025 B2523	Payroll Liability&ClearingAcct	100,007.96
				Total for Payment No.:		115,482.06

Payment No: 034750

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	TRITON MUSEUM OF ART	00585551	2887JUL2025	GRANT AGREEMENT FOR ACCESSIBLE	General Fund	25,411.33
2025-10-24	TRITON MUSEUM OF ART	00585552	2887AUG2025	GRANT AGREEMENT FOR ACCESSIBLE	General Fund	25,411.33
2025-10-24	TRITON MUSEUM OF ART	00585553	2887SEP2025	GRANT AGREEMENT FOR ACCESSIBLE	General Fund	25,411.33
2025-10-24	TRITON MUSEUM OF ART	00585858	2887OCT2025	GRANT AGREEMENT FOR ACCESSIBLE	General Fund	25,411.33
				Total for Payment No.:		101,645.32

Payment No: 034769

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ARINI GEOGRAPHICS LLC	00585394	000504	ENTERPRISE PERMITTING MAINT	General Fund	1,147.00
2025-10-31	ARINI GEOGRAPHICS LLC	00585394	000504	CIP GIS PROFESSIONAL SERVICES	General Government - Other	29,463.92

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ARINI GEOGRAPHICS LLC	00585394	000504	OPERATIONAL GIS PROFESSIONALS	Information Technology Service	53,436.08
2025-10-31	ARINI GEOGRAPHICS LLC	00586144	000505	GIS Common Operational Picture	General Fund	2,646.50
2025-10-31	ARINI GEOGRAPHICS LLC	00586144	000505	GIS Common Operational Picture	General Fund	2,887.25
2025-10-31	ARINI GEOGRAPHICS LLC	00586144	000505	GIS Common Operational Picture	General Fund	5,217.75
				Total for Payment No.:		94,798.50

Payment No: 003882

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-20	CA DEPT OF TAX & FEE ADMIN	00584899	SEPTEMBER2025	DD:SALES & USE TAX	General Fund	1,664.67
2025-10-20	CA DEPT OF TAX & FEE ADMIN	00584899	SEPTEMBER2025	DD:SALES & USE TAX	Solid Waste Program	68.44
2025-10-20	CA DEPT OF TAX & FEE ADMIN	00584899	SEPTEMBER2025	DD:SALES & USE TAX	Streets and Highways Capital F	74.12
2025-10-20	CA DEPT OF TAX & FEE ADMIN	00584899	SEPTEMBER2025	DD:SALES & USE TAX	Cemetery	296.74
				Total for Payment No.:		2,103.97

Payment No: 729583

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	UNDERGROUND REPUBLIC WATER	00585570	S100036672.001	PIPE, DUCTILE IRON, 12IN, CL C	Water Utility Construction	28,532.82
2025-10-24	UNDERGROUND REPUBLIC WATER	00585572	S100039886.001	BEND, 22-1/2 DEGREES, 8IN, MJ,	Water Utility Construction	774.22
2025-10-24	UNDERGROUND REPUBLIC WATER	00585572	S100039886.001	BEND, 45 DEGREES, 12IN, MJ, CL	Water Utility Construction	985.22
2025-10-24	UNDERGROUND REPUBLIC WATER	00585572	S100039886.001	LID, G5 METAL TYLER #670610502	Water Utility Construction	1,204.88
2025-10-24	UNDERGROUND REPUBLIC WATER	00585572	S100039886.001	VALVE, GATE, MJ, 8IN FOR C.I.,	Water Utility Construction	12,898.33
2025-10-24	UNDERGROUND REPUBLIC WATER	00585572	S100039886.001	VALVE, GATE, MJ 6IN CI, RESILI	Water Utility Construction	7,197.11
2025-10-24	UNDERGROUND REPUBLIC WATER	00585572	S100039886.001	TEE, MJ, 12IN X 8IN, CL, DI C-	Water Utility Construction	1,210.16

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	UNDERGROUND REPUBLIC WATER	00585572	S100039886.001	TEE, MJ, 8IN X 8IN, CL, DI, C-	Water Utility Construction	1,447.31
2025-10-24	UNDERGROUND REPUBLIC WATER	00585572	S100039886.001	TEE, MJ, 8IN X 6IN, DI C-153,	Water Utility Construction	1,830.93
2025-10-24	UNDERGROUND REPUBLIC WATER	00585572	S100039886.001	PLUG, MJ, 8IN, TAP 2IN FLAT, D	Water Utility Construction	185.71
2025-10-24	UNDERGROUND REPUBLIC WATER	00585572	S100039886.001	POLYWRAP, BLUE, F/1 - 1/2 COPP	Water Utility Construction	123.75
2025-10-24	UNDERGROUND REPUBLIC WATER	00585573	S100042659.001	CLAMP, FULL CIRCLE, 6IN X 22-1	Water Utility	6,735.09
2025-10-24	UNDERGROUND REPUBLIC WATER	00585573	S100042659.001	CLAMP, FULL CIRCLE, 8" x 15",	Water Utility	1,149.41
2025-10-24	UNDERGROUND REPUBLIC WATER	00585573	S100042659.001	CLAMP, FULL CIRCLE, 10IN X 15I	Water Utility	1,421.67
2025-10-24	UNDERGROUND REPUBLIC WATER	00585836	S100042944.003	PIPE, DUCTILE IRON, 8IN, CL CL	Water Utility Construction	20,721.45
				Total for Payment No.:		86,418.06

Payment No: 729920

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CROSS CONNECTIONS	00586430	2025-5-1-Santa Clara #1	WILDLAND BK RADIOS	General Fund	83,118.20
2025-11-07	CROSS CONNECTIONS	00586430	2025-5-1-Santa Clara #1	SHIPPING	General Fund	110.00
				Total for Payment No.:		83,228.20

Payment No: 729898

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CA DEPT OF CONSERVATION	00585791	508OCT2025	SMIP Fee Q3 Jul 1-Sep 30 2025	Building Fee Admin Retainage	82,128.15
				Total for Payment No.:		82,128.15

Payment No: 729999

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	VINTAGE CONTRACTORS, INC.	00586470	8350	MONTAGUE PARK TENNIS COURT RES	Parks And Recreation	72,600.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	VINTAGE CONTRACTORS, INC.	00586470	8350	ADDITIONAL FUNDING TO EXCAVATE	Parks And Recreation	1,701.88
2025-11-07	VINTAGE CONTRACTORS, INC.	00586470	8350	MONTAGUE PARK TENNIS COURT PRO	Parks And Recreation	5,242.90
				Total for Payment No.:		79,544.78

Payment No: 730068

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ABODE SERVICES	00587187	TBRA-09-2025AB	Abode TBRA HOME FY25/26	H.U.D Capital Projects	51,687.11
2025-11-14	ABODE SERVICES	00587187	TBRA-09-2025AB	Abode TBRA HSCAG FY25/26	Housing Successor	25,872.88
				Total for Payment No.:		77,559.99

Payment No: 729664

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	BOBCAT OF FREMONT	00585962	E05061	ONE (1) E32 R2-SERIES BOBOCAT	Vehicle Replacement Fund	40,361.57
2025-10-31	BOBCAT OF FREMONT	00585962	E05061	OPTIONS AND ATTACHMENTS (INCLU	Vehicle Replacement Fund	26,518.77
2025-10-31	BOBCAT OF FREMONT	00585962	E05061	DEALER OFF LOAD	Vehicle Replacement Fund	1,036.69
2025-10-31	BOBCAT OF FREMONT	00585962	E05061	DELIVERY TO CUSTOMER	Vehicle Replacement Fund	627.47
2025-10-31	BOBCAT OF FREMONT	00585962	E05061	FREIGHT	Vehicle Replacement Fund	3,492.00
2025-10-31	BOBCAT OF FREMONT	00585962	E05061	PDI & ASSEMBLY	Vehicle Replacement Fund	1,936.97
2025-10-31	BOBCAT OF FREMONT	00585962	E05061	DEALER INSTALL	Vehicle Replacement Fund	1,369.52
				Total for Payment No.:		75,342.99

Payment No: 730184

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	WEST COAST CODE CONSULTANTS INC	00587036	225-09-004-02	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	4,745.00
2025-11-14	WEST COAST CODE CONSULTANTS INC	00587037	225-09-004-01	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	70,494.89
				Total for Payment No.:		75,239.89

Payment No: 034904

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CARL WARREN & COMPANY	00587001	37153NOV2025	REPLENISH SPECIAL LIABILITY TR	Special Liability Insurance	69,995.10
				Total for Payment No.:		69,995.10

Payment No: 729597

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	BKF ENGINEERS	00586218	25091017	LAFAYETTE STREET CLASS IV BIKE	Streets and Highways Capital F	68,306.23
				Total for Payment No.:		68,306.23

Payment No: 729764

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ZANKER ROAD RESOURCE	00585245	920251002	INERT TAGS - SEPT 2025	Solid Waste Program	1,250.35
2025-10-31	ZANKER ROAD RESOURCE	00585426	920251307	BRUSH/ YARDWASTE SEPT2025	Solid Waste Program	64,806.66
				Total for Payment No.:		66,057.01

Payment No: 729924

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	DELL MARKETING LP	00586814	10840958420	VLA WINDOWS 10 EXTENDED SECURI	Information Technology Service	49,790.00
2025-11-07	DELL MARKETING LP	00586822	10839580276	DELL PRO MICRO PLUS DESKTOP ST	Information Technology Service	10,038.28
2025-11-07	DELL MARKETING LP	00586822	10839580276	DELL PRO MICRO PLUS DESKTOP	Information Technology	2,274.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				ST	Service	
2025-11-07	DELL MARKETING LP	00586823	10840124549	PRECISION 5860 TOWER	Information Technology Service	3,164.19
2025-11-07	DELL MARKETING LP	00586823	10840124549	PRECISION 5860 TOWER	Information Technology Service	269.71
				Total for Payment No.:		65,536.18

Payment No: 729917

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CORE & MAIN LP	00586391	X848601	ZURN WILKINF BACKFLOW MODEL 37	Water Utility	18,636.51
2025-11-07	CORE & MAIN LP	00586684	X429628	BALL VALVE, 3/4IN. FORD B11-33	Water Utility	2,733.07
2025-11-07	CORE & MAIN LP	00586684	X429628	BALL VALVE, 1IN FORD B11-444W	Water Utility	1,837.32
2025-11-07	CORE & MAIN LP	00586684	X429628	VALVE, 1" AIR COMBO RELIEF 3/1	Water Utility	2,077.46
2025-11-07	CORE & MAIN LP	00586684	X429628	VALVE, AIR RELEASE, 3/4IN CRIS	Water Utility	2,504.29
2025-11-07	CORE & MAIN LP	00586684	X429628	SWITCH, LEVEL REGULATOR, WITH	Water Utility	3,873.65
2025-11-07	CORE & MAIN LP	00586685	X893581	COUPLING, HYMAX, 10", PART #86	Water Utility	3,292.28
2025-11-07	CORE & MAIN LP	00586686	X916560	VALVE, BACKFLOW PREVENTER, 3IN	Water Utility	5,970.05
2025-11-07	CORE & MAIN LP	00586686	X916560	VALVE, BACKFLOW PREVENTER, 4IN	Water Utility	18,193.21
2025-11-07	CORE & MAIN LP	00586687	X904664	RUBBER REPAIR KIT COMPLETE FOR	Water Utility	1,721.99
2025-11-07	CORE & MAIN LP	00586687	X904664	CHECK MODULE W/ RETAINER CLIP	Water Utility	1,580.04
2025-11-07	CORE & MAIN LP	00586687	X904664	WILKINS: 2 1/2" - 4" - 2ND CHE	Water Utility	1,593.71
				Total for Payment No.:		64,013.58

Payment No: 034700

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	COUNTY OF SANTA CLARA	00584818	1800095308	TRF CTRL Weeknd Non NFL 7/9/25	General Fund	5,685.75
2025-10-24	COUNTY OF SANTA CLARA	00584819	1800095319	TRFCTL49ersvJaguarsNFL 9/28/25	General Fund	7,744.00
2025-10-24	COUNTY OF SANTA CLARA	00584996	1800095191	TRFCTLNonNFLMetallica 6/22/25	General Fund	2,646.00
2025-10-24	COUNTY OF SANTA CLARA	00584996	1800095191	TRFCTLNonNFLGoldCup 7/2/25	General Fund	5,336.00
2025-10-24	COUNTY OF SANTA CLARA	00584996	1800095191	TRFCTLNonNFLWeeknd 7/8/25	General Fund	7,836.00
2025-10-24	COUNTY OF SANTA CLARA	00584996	1800095191	TRFCTLNonNFLWeeknd 7/9/25	General Fund	8,162.50
2025-10-24	COUNTY OF SANTA CLARA	00584996	1800095191	TRFCTLNonNFLMWallen 8/1/25	General Fund	9,091.50
2025-10-24	COUNTY OF SANTA CLARA	00584996	1800095191	TRFCTLNonNFLMWallen 8/2/25	General Fund	10,312.50
				Total for Payment No.:		56,814.25

Payment No: 729943

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	RTK-PRO RECEIVER, BT, SD, WIFI	Water Utility	17,688.06
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	RTK-PRO RECEIVER, BT, SD, WIFI	Sewer Utility	17,688.08
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	RTK-PRO RECEIVER, BT, SD, WIFI	Water Recycling Program	3,930.68
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	LOC3-10TX, CONFIG L01, 10-WATT	Water Utility	5,696.33
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	LOC3-10TX, CONFIG L01, 10-WATT	Sewer Utility	5,696.32
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	LOC3-10TX, CONFIG L01, 10-WATT	Water Recycling Program	1,265.85
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	IOT SIM CARD WITH 1-YEAR DATA	Water Utility	294.64
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	IOT SIM CARD WITH 1-YEAR DATA	Sewer Utility	294.63
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	IOT SIM CARD WITH 1-YEAR DATA	Water Recycling Program	65.48
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	SKYLARK BY SWIFTNAV GNSS RTK C	Water Utility	1,373.01
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	SKYLARK BY SWIFTNAV GNSS RTK C	Sewer Utility	1,373.02
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	SKYLARK BY SWIFTNAV GNSS RTK C	Water Recycling Program	305.11

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	ESTIMATED FREIGHT	Water Utility	57.60
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	ESTIMATED FREIGHT	Sewer Utility	57.60
2025-11-07	INSTRUMENT TECHNOLOGY CORP	00586811	26006	ESTIMATED FREIGHT	Water Recycling Program	12.80
				Total for Payment No.:		55,799.21

Payment No: 730163

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SHI INTERNATIONAL CORP	00587221	B19811974	IVX SANDBOX VM300 INC 2 W DTI	Information Technology Service	0.00
2025-11-14	SHI INTERNATIONAL CORP	00587221	B19811974	TRELLIX EDR & EPP 1:1TE TERM:	Information Technology Service	36,114.00
2025-11-14	SHI INTERNATIONAL CORP	00587221	B19811974	TRELLIX EDR & EPP 1:1TE PART #	Information Technology Service	16,668.00
				Total for Payment No.:		52,782.00

Payment No: 730182

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	VINTAGE CONTRACTORS, INC.	00587198	8356	MONTAGUE PARK TENNIS COURT RES	Parks And Recreation	50,126.00
				Total for Payment No.:		50,126.00

Payment No: W26094

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	WASHINGTON TRUST BANK	00586258	10/12/25-10/25/25	WT:VEBA CONTRIB B2522	Fringe Benefits	49,279.83
				Total for Payment No.:		49,279.83

Payment No: 034738

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	REVEL ENVIRONMENTAL MFG INC	00585516	67654	FULL TRASH CAPTURE BASIN INSER	Storm Drain	30,752.89

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	REVEL ENVIRONMENTAL MFG INC	00585516	67654	FULL TRASH CAPTURE BASIN INSER	Storm Drain	18,511.92
				Total for Payment No.:		49,264.81

Payment No: 729650

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CA EMPLOYMENT DEVELOPMENT DEPT	00585454	L1937647568	Q2 2025 General	Unemployment Insurance Fund	39,046.54
2025-10-31	CA EMPLOYMENT DEVELOPMENT DEPT	00585454	L1937647568	Q2 2025 Water	Unemployment Insurance Fund	1,804.00
2025-10-31	CA EMPLOYMENT DEVELOPMENT DEPT	00585454	L1937647568	Q2 2025 SVP	Unemployment Insurance Fund	7,782.00
				Total for Payment No.:		48,632.54

Payment No: 729911

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BKF ENGINEERS	00586805	25100699	ENGINEERING DESIGN SERVICES TO	Water Utility Construction	47,843.90
				Total for Payment No.:		47,843.90

Payment No: 729592

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	WSP USA INC.	00585017	40256901	CSC LANDFILL - SEP 25	Solid Waste Utility-Constructi	44,979.50
				Total for Payment No.:		44,979.50

Payment No: 034926

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	INFOSEND INC	00586214	292427	BILL PRINT & MAIL	General Fund	18,017.83
2025-11-14	INFOSEND INC	00586214	292427	WATER - JULY INSERT	Water Utility	2,870.45
2025-11-14	INFOSEND INC	00586214	292427	BILL PRINT & MAIL TAX	General Fund	8,617.22

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	INFOSEND INC	00586273	291211	BILL PRINT & MAIL	General Fund	11,856.50
2025-11-14	INFOSEND INC	00586273	291211	WATER - JUNE INSERT	Water Utility	48.05
2025-11-14	INFOSEND INC	00586273	291211	WATER - JULY INSERT	Water Utility	45.77
2025-11-14	INFOSEND INC	00586273	291211	BILL PRINT & MAIL TAX	General Fund	663.60
				Total for Payment No.:		42,119.42

Payment No: 034757

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ZO AGENCY	00585864	4168	COMMUNICATIONS CONSULTANT	General Fund	2,145.83
2025-10-24	ZO AGENCY	00585865	4146	COMMUNICATIONS CONSULTANT	General Fund	17,875.00
2025-10-24	ZO AGENCY	00585866	4135	COMMUNICATIONS CONSULTANT	General Fund	1,437.51
2025-10-24	ZO AGENCY	00585866	4135	ADDITIONAL FUNDING	General Fund	5,437.49
2025-10-24	ZO AGENCY	00585867	4148	ADDITIONAL FUNDING	General Fund	1,000.00
2025-10-24	ZO AGENCY	00585868	4132	ADDITIONAL FUNDING	General Fund	2,100.00
2025-10-24	ZO AGENCY	00585869	4145	ADDITIONAL FUNDING	General Fund	1,850.00
2025-10-24	ZO AGENCY	00585870	4133	ADDITIONAL FUNDING	General Fund	8,250.00
2025-10-24	ZO AGENCY	00585871	4156	ADDITIONAL FUNDING	General Fund	3,958.32
				Total for Payment No.:		44,054.15

Payment No: 730136

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	LEXIPOL, LLC	00586161	INVPM11255923	LEFTA Sub 8/15/2025-7/31/2026	General Fund	16,229.77
2025-11-14	LEXIPOL, LLC	00586268	INVLEX11254077	Annual Law Enforcement Manual	General Fund	27,389.95
				Total for Payment No.:		43,619.72

Payment No: 034895

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AMERICAN POWER SOLUTIONS	00587194	APS2540039	538-2222-80300-(P)6189	Public Buildings	7,321.01

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AMERICAN POWER SOLUTIONS	00587197	APS2540050	538-2222-80300-(P)6189	Public Buildings	35,500.00
				Total for Payment No.:		42,821.01

Payment No: 034886

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	BENEFIT COORDINATORS CORP	00587292	17771	LIFE & DISABILITY INS B2523	Payroll Liability&ClearingAcct	4,803.65
2025-11-14	BENEFIT COORDINATORS CORP	00587292	17771	LIFE & DISABILITY INS B2523	Payroll Liability&ClearingAcct	12,933.98
2025-11-14	BENEFIT COORDINATORS CORP	00587292	17771	LIFE & DISABILITY INS B2523	Payroll Liability&ClearingAcct	4,332.33
2025-11-14	BENEFIT COORDINATORS CORP	00587292	17771	LIFE & DISABILITY INS B2523	Payroll Liability&ClearingAcct	3,782.81
2025-11-14	BENEFIT COORDINATORS CORP	00587292	17771	LIFE & DISABILITY INS B2523	Payroll Liability&ClearingAcct	13,887.27
				Total for Payment No.:		39,740.04

Payment No: 729912

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BLACK BOX SAFETY INC	00586358	INVP-10005090	SOB II COLLAPSIBLE DEFENSE SYS	Police Operating Grant Fund	30,170.49
2025-11-07	BLACK BOX SAFETY INC	00586358	INVP-10005090	ASIDE PANELS FOR SOB II CDS (N	Police Operating Grant Fund	7,733.45
2025-11-07	BLACK BOX SAFETY INC	00586358	INVP-10005090	SHIPPING & FREIGHT	Police Operating Grant Fund	125.00
				Total for Payment No.:		38,028.94

Payment No: 729910

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BANKSIA LANDSCAPE, INC.	00586770	26081	CONTINGENCY	Convention Cnt Maintenance Dis	1,252.08
2025-11-07	BANKSIA LANDSCAPE, INC.	00586772	25990	LANDSCAPING AND AS-NEEDED	Convention Cnt	18,041.08

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				REPA	Maintenance Dis	
2025-11-07	BANKSIA LANDSCAPE, INC.	00586776	26314	LANDSCAPING AND AS-NEEDED REPA	Convention Cnt Maintenance Dis	18,041.08
				Total for Payment No.:		37,334.24

Payment No: 034737

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	REAL ENVIRONMENTAL PRODUCTS, LLC	00584850	R250917	CSC 8460-S5 - PARCEL 3/6	Solid Waste Utility-Constructi	37,144.50
				Total for Payment No.:		37,144.50

Payment No: 729514

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	FIRST SHIELD SECURITY AND	00584825	6631	Sept. Park Closing Patrol	General Fund	7,500.00
2025-10-24	FIRST SHIELD SECURITY AND	00585682	6633	SECURITY AND PATROL FOR TASMAN	General Fund	760.41
2025-10-24	FIRST SHIELD SECURITY AND	00585684	6634	SECURITY PATROL REABELLO SEWER	Sewer Utility	760.41
2025-10-24	FIRST SHIELD SECURITY AND	00585845	6646	SECURITY SERVICES AT CENTRAL L	General Fund	7,055.00
				Total for Payment No.:		16,075.82

Payment No: 034855

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	HELLO HOUSING	00586810	009-2025	HH BMP ADMINISTRATION FY25/26	City Affordable Housing	8,300.00
2025-11-07	HELLO HOUSING	00586810	009-2025	HH BMP TRANSACTIONS FY25/26 &	City Affordable Housing	26,725.00
				Total for Payment No.:		35,025.00

Payment No: 003894

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	NAVIA BENEFIT SOLUTIONS, INC	00587281	10/26/25-11/08/25	DD:BIWKLY NAVIA BENEFIT B2523	Payroll Liability&ClearingAcct	8,405.33
2025-11-14	NAVIA BENEFIT SOLUTIONS, INC	00587281	10/26/25-11/08/25	DD:BIWKLY NAVIA BENEFIT B2523	Payroll Liability&ClearingAcct	24,846.21
				Total for Payment No.:		33,251.54

Payment No: 729941

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	IMPARK	00585930	3700082509	SCCC SEP 2025	Convention Cnt Maintenance Dis	25,891.03
2025-11-07	IMPARK	00585930	3700082509	SCCC SEP 2025	Convention Cnt Maintenance Dis	3,499.50
2025-11-07	IMPARK	00585930	3700082509	SCCC SEP 2025	Convention Cnt Maintenance Dis	3,499.50
				Total for Payment No.:		32,890.03

Payment No: 034718

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	KIMBERLY DAVEY	00585748	A-09272025	CHANGE ORDER #6: ADDITIONAL FU	General Fund	32,744.88
				Total for Payment No.:		32,744.88

Payment No: 003886

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	NAVIA BENEFIT SOLUTIONS, INC	00586255	10/12/25-10/25/25	DD:BIWKLY NAVIA BENEFIT B2522	Payroll Liability&ClearingAcct	8,404.87
2025-10-31	NAVIA BENEFIT SOLUTIONS, INC	00586255	10/12/25-10/25/25	DD:BIWKLY NAVIA BENEFIT B2522	Payroll Liability&ClearingAcct	24,185.30
				Total for Payment No.:		32,590.17

Payment No: 729494

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	BAY AREA WATER SUPPLY &	00584963	7820	FY 25-26 2ND QUARTER ASSESSMT	Water Utility	31,580.25
				Total for Payment No.:		31,580.25

Payment No: 034900

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	BAY AREA TREE SPECIALISTS	00586164	100514907	TREE PRUNING	Cemetery	6,184.36
2025-11-14	BAY AREA TREE SPECIALISTS	00586311	100515355	2250 Royal Stump Grinding	Parks And Recreation	17,600.00
2025-11-14	BAY AREA TREE SPECIALISTS	00587195	100515360	AS NEEDED TREE TRIMMING AND TR	General Fund	4,299.95
2025-11-14	BAY AREA TREE SPECIALISTS	00587196	100515361	AS NEEDED TREE TRIMMING AND TR	General Fund	1,876.32
				Total for Payment No.:		29,960.63

Payment No: 730029

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SCHAAF & WHEELER CONSULTING	00586024	38006	LAURELWOOD PS THRU 7/31/23	Storm Drain	2,416.13
2025-11-14	SCHAAF & WHEELER CONSULTING	00586025	38477	LAURELWOOD PS THRU 10/31/23	Storm Drain	3,172.24
2025-11-14	SCHAAF & WHEELER CONSULTING	00586026	40091	LAURELWOOD PS THRU 9/30/24	Storm Drain	1,402.02
2025-11-14	SCHAAF & WHEELER CONSULTING	00586027	42033	LAURELWOOD PS THRU 9/30/25	Storm Drain	22,663.00
				Total for Payment No.:		29,653.39

Payment No: 729751

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	UNDERGROUND REPUBLIC WATER	00586017	S100040214.001	CLAMP, FULL CIRCLE, 12IN X 15I	Water Utility	1,161.32
2025-10-31	UNDERGROUND REPUBLIC WATER	00586018	S100040218.001	COUPLING, TRANSITION, 6" CLAY	Water Utility	828.38
2025-10-31	UNDERGROUND REPUBLIC WATER	00586018	S100040218.001	COUPLING, TRANSITION, 8" CLAY	Water Utility	1,570.53
2025-10-31	UNDERGROUND REPUBLIC WATER	00586019	S100042944.009	PIPE, DUCTILE IRON, 8IN, CL CL	Water Utility Construction	20,721.45
2025-10-31	UNDERGROUND REPUBLIC WATER	00586021	S100043643.001	VALVE, GATE, MJ 6IN CI, RESILI	Water Utility	2,715.87

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	UNDERGROUND REPUBLIC WATER	00586208	S100036675.004	PO 31593 INCORRECT PART	Water Utility Construction	4,226.20
2025-10-31	UNDERGROUND REPUBLIC WATER	00586209	S100036675.005	PO 31593 CR MEMO INCORRECT PAR	Water Utility Construction	-2,829.87
2025-10-31	UNDERGROUND REPUBLIC WATER	00586209	S100036675.005	RESTOCKING FEE	Water Utility Construction	648.31
2025-10-31	UNDERGROUND REPUBLIC WATER	00586210	S100036675.006	CREDIT MEMO PO 31593	Water Utility Construction	-2,201.02
2025-10-31	UNDERGROUND REPUBLIC WATER	00586210	S100036675.006	RESTOCKING FEE	Water Utility Construction	504.24
2025-10-31	UNDERGROUND REPUBLIC WATER	00586211	S100036675.007	WRONG PART DELIVERED PO 31593	Water Utility Construction	2,201.02
				Total for Payment No.:		29,546.43

Payment No: 034837

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CINTAS CORP #630	00585447	4245913244	UNIFORM SERVICES	General Fund	59.00
2025-11-07	CINTAS CORP #630	00585448	4246649097	UNIFORM SERVICES	General Fund	59.00
2025-11-07	CINTAS CORP #630	00585927	4247373335	UNIFORMS	General Fund	149.82
2025-11-07	CINTAS CORP #630	00585928	4240452042	UNIFORMS	General Fund	121.98
2025-11-07	CINTAS CORP #630	00585929	4247102995	UNIFORMS	General Fund	121.98
				Total for Payment No.:		511.78

Payment No: 729502

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CORE & MAIN LP	00585517	W727971	CREDIT 12X1CC BRONZE SADDLE	Water Utility Construction	-7,620.96
2025-10-24	CORE & MAIN LP	00585517	W727971	RESTOCK FEE	Water Utility Construction	1,648.55
2025-10-24	CORE & MAIN LP	00585518	W810772	CREDIT RUBBER METER WASHER	Water Utility	-328.13
2025-10-24	CORE & MAIN LP	00585563	X580562	BEND, 45 DEGREES, 8IN, MJ, CL	Water Utility Construction	1,135.99

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CORE & MAIN LP	00585563	X580562	BOX, TRAFFIC VALVE, G05 BOX	Water Utility Construction	3,026.85
2025-10-24	CORE & MAIN LP	00585563	X580562	FOSTER ADAPTOR, INFACT 6 INCH	Water Utility Construction	1,234.59
2025-10-24	CORE & MAIN LP	00585563	X580562	BOLTS, BREAK-OFF FOR HYDRANTS,	Water Utility Construction	44.61
2025-10-24	CORE & MAIN LP	00585563	X580562	RETAINER GLAND KIT, 12IN, TYLE	Water Utility Construction	8,899.89
2025-10-24	CORE & MAIN LP	00585563	X580562	RETAINER GLAND 6IN, MJ, TYLER	Water Utility Construction	3,916.10
2025-10-24	CORE & MAIN LP	00585563	X580562	COUPLER, PAK JOINT, REDUCING,	Water Utility Construction	1,898.25
2025-10-24	CORE & MAIN LP	00585563	X580562	TRACER WIRE RHW#12	Water Utility Construction	752.96
2025-10-24	CORE & MAIN LP	00585563	X580562	TRENCH TAPE 3"x1000'	Water Utility Construction	42.82
2025-10-24	CORE & MAIN LP	00585563	X580562	BLUE POLYWRAP	Water Utility Construction	825.86
2025-10-24	CORE & MAIN LP	00585809	X031772	8" FIELD LOK/SURE STOP GASKET	Water Utility Construction	12,396.60
2025-10-24	CORE & MAIN LP	00585811	X805544	FOSTER ADAPTOR, INFACT 8 INCH	Water Utility Construction	574.24
2025-10-24	CORE & MAIN LP	00585811	X805544	BLUE POLYWRAP	Water Utility Construction	206.46
				Total for Payment No.:		28,654.68

Payment No: 729589

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	WEST COAST ARBORISTS INC	00585623	234274	TREE MAINTENANCE SERVICES PUBL	Streets and Highways Capital F	28,027.30
				Total for Payment No.:		28,027.30

Payment No: 034842

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	COUNTY OF SANTA CLARA	00585030	1800095183	CorrectionsWallenNonNFL 8/2/25	General Fund	11,286.00
2025-11-07	COUNTY OF SANTA CLARA	00585167	1800095439	EOD NFL 49vBRONCO 8.9.25	General Fund	4,725.00
2025-11-07	COUNTY OF SANTA CLARA	00585167	1800095439	EOD NFL 49vCHARGERS 8.23.25	General Fund	4,914.00
2025-11-07	COUNTY OF SANTA CLARA	00585881	1800095492	TransportNFL49vFalcon10/19/25	General Fund	7,040.00
				Total for Payment No.:		27,965.00

Payment No: 729472

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	WESTWOOD PROFESSIONAL SERVICES INC	00585745	1250902553	WARBURTON PARK PLAYGROUND REHA	Parks And Recreation	26,632.97
				Total for Payment No.:		26,632.97

Payment No: 034961

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ZO AGENCY	00586929	4166	2026 MAJOR EVENTS SUPPORT/SERV	General Fund	23,089.00
2025-11-14	ZO AGENCY	00586931	4174	2026 MAJOR EVENTS SUPPORT/SERV	General Fund	1,117.76
2025-11-14	ZO AGENCY	00587009	4186	ADDITIONAL FUNDING	General Fund	2,145.83
				Total for Payment No.:		26,352.59

Payment No: 729513

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	FERGUSON INDUSTRIAL	00585564	1906465	HYDRANT, PAINTED WHITE 4IN STR	Water Utility Construction	15,512.88
2025-10-24	FERGUSON INDUSTRIAL	00585564	1906465	8" BLUE PIPE POLY WRAP	Water Utility Construction	677.01
2025-10-24	FERGUSON INDUSTRIAL	00585565	1906783	COUPLING, HYMAX, 6", PART #860	Water Utility	5,971.32
2025-10-24	FERGUSON INDUSTRIAL	00585566	1906993	BEND, 22-1/2 DEGREES, 10IN, MJ	Water Utility	848.29
2025-10-24	FERGUSON INDUSTRIAL	00585566	1906993	CAP, MJ, 6IN X 2IN DI C-153 TR	Water Utility	391.93

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	FERGUSON INDUSTRIAL	00585566	1906993	CAP, MJ, 10IN BLIND, DI C-153	Water Utility	318.56
2025-10-24	FERGUSON INDUSTRIAL	00585566	1906993	PIPE LUBE, BLACK SWAN, QUART S	Water Utility	61.55
2025-10-24	FERGUSON INDUSTRIAL	00585816	1907028	GREASE, CUTTING, MUELLER #8836	Water Utility	137.50
2025-10-24	FERGUSON INDUSTRIAL	00585819	1907106	FOSTER ADAPTOR, INFACT 12 INCH	Water Utility	1,436.62
2025-10-24	FERGUSON INDUSTRIAL	00585820	1908377	SADDLE, SERVICE, 6IN, CI/AC X	Water Utility	665.58
				Total for Payment No.:		26,021.24

Payment No: 730114

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	FERGUSON INDUSTRIAL	00586448	1906846	PO 31677 WRONG CABINETS DELIVE	Water Utility	2,606.87
2025-11-14	FERGUSON INDUSTRIAL	00586449	CM158894	CREDIT MEMO PO 31677	Water Utility	-2,606.87
2025-11-14	FERGUSON INDUSTRIAL	00587251	1903573	HYDRANT, PAINTED WHITE 4IN STR	Water Utility Construction	24,793.20
2025-11-14	FERGUSON INDUSTRIAL	00587253	1908374	LID, FOR 1IN, B-16 METER BOX,	Water Utility	840.78
2025-11-14	FERGUSON INDUSTRIAL	00587255	1909920	PIPE, 4" PVC SEWER PIPE, ASTM	Water Utility	187.61
				Total for Payment No.:		25,821.59

Payment No: 730091

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CORE & MAIN LP	00587243	X893895	RETAINER GLAND 6IN, MJ, TYLER	Water Utility	10,680.28
2025-11-14	CORE & MAIN LP	00587244	X954015	WILKINS 6" 450STDA DCDA ASSEMB	Water Utility	7,046.70
2025-11-14	CORE & MAIN LP	00587245	X984122	QUIKRETE CONCRETE MIX 60LB BAG	Water Utility	327.38
2025-11-14	CORE & MAIN LP	00587245	X984122	DECHLORINATION TABLETS VITA-D-	Water Utility	6,547.50
				Total for Payment No.:		24,601.86

Payment No: 730083

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	BIBLIOCOMMONS CORP	00586296	3013	BIBLIOCORE/BIBLIOCLOUD REC	General Fund	25,263.98
				Total for Payment No.:		25,263.98

Payment No: 729505

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CXTEC	00585801	7287821	RAPIDCARE 9X5XNBD HARDWARE AND	Information Technology Service	14,595.48
2025-10-24	CXTEC	00585801	7287821	RAPIDCARE 24X7X4 HARDWARE AND	Information Technology Service	10,159.42
2025-10-24	CXTEC	00585801	7287821	RAPIDCARE PARTS ONLY - NBD REP	Information Technology Service	108.00
				Total for Payment No.:		24,862.90

Payment No: 729684

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	FIRST SHIELD SECURITY AND	00586152	6664	Special Events	General Fund	9,828.00
2025-10-31	FIRST SHIELD SECURITY AND	00586155	6630	SECURITY AND PATROL FOR SANTA	Convention Cnt Maintenance Dis	14,880.00
				Total for Payment No.:		24,708.00

Payment No: 729542

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	NATIONAL TRENCH SAFETY LLC	00585575	1149564	CPT EXCAVATION SAFETY TRAINING	Water Utility	16,038.00
2025-10-24	NATIONAL TRENCH SAFETY LLC	00585575	1149564	CPT EXCAVATION SAFETY TRAINING	Sewer Utility	7,047.00
2025-10-24	NATIONAL TRENCH SAFETY LLC	00585575	1149564	CPT EXCAVATION SAFETY TRAINING	Water Recycling Program	1,215.00
				Total for Payment No.:		24,300.00

Payment No: 729543

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	NEW IMAGE LANDSCAPE COMPANY	00585808	152129	PARKWAYS AND BOULEVARDS LANDSC	General Fund	3,660.97
				Total for Payment No.:		3,660.97

Payment No: 034723

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	LINNEA SHEEHY	00585759	1093	CHANGE ORDER #6: ADDITIONAL FU	General Fund	23,549.99
				Total for Payment No.:		23,549.99

Payment No: 034960

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	WESTERN STATES OIL CO	00586045	511158	FUEL - PD MOTORS ENTRY	Fleet Operation Fund	217.12
2025-11-14	WESTERN STATES OIL CO	00586943	863220	RENEWABLE DIESEL	Fleet Operation Fund	23,323.83
				Total for Payment No.:		23,540.95

Payment No: 729567

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SPOT COOLERS A DIVISION OF CARRIER CORP	00585681	202501472	PORTABLE AC UNITS FOR CITY HAL	General Government - Other	23,156.33
2025-10-24	SPOT COOLERS A DIVISION OF CARRIER CORP	00585681	202501472	DELIVERY	General Government - Other	163.69
				Total for Payment No.:		23,320.02

Payment No: 034921

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	GRANITE ROCK CO #29145	00587020	2239107	ENVIRONMENTAL RECOVERY FEES	Water Utility Construction	45.00
2025-11-14	GRANITE ROCK CO #29145	00587025	2241454	AGGREGATE PURCHASES MADE DURIN	Water Utility	865.52
2025-11-14	GRANITE ROCK CO #29145	00587025	2241454	AGGREGATE PURCHASES MADE	Sewer Utility	1,664.69

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				DURIN		
2025-11-14	GRANITE ROCK CO #29145	00587025	2241454	ENVIRONMENTAL RECOVERY FEES	Water Utility Construction	45.00
2025-11-14	GRANITE ROCK CO #29145	00587027	2242883	AGGREGATE PURCHASES MADE DURIN	Water Utility	919.22
2025-11-14	GRANITE ROCK CO #29145	00587027	2242883	AGGREGATE PURCHASES MADE DURIN	Water Utility	799.19
2025-11-14	GRANITE ROCK CO #29145	00587027	2242883	ENVIRONMENTAL RECOVERY FEES	Water Utility Construction	30.00
2025-11-14	GRANITE ROCK CO #29145	00587030	2244123	AGGREGATE PURCHASES MADE DURIN	Water Utility Construction	243.18
2025-11-14	GRANITE ROCK CO #29145	00587030	2244123	AGGREGATE PURCHASES MADE DURIN	Water Utility	746.39
2025-11-14	GRANITE ROCK CO #29145	00587030	2244123	ENVIRONMENTAL RECOVERY FEES	Water Utility Construction	30.00
2025-11-14	GRANITE ROCK CO #29145	00587040	2252061	AS-NEEDED AGGREGATE MATERIALS	Water Utility Construction	19.08
2025-11-14	GRANITE ROCK CO #29145	00587042	2255332	AS-NEEDED AGGREGATE MATERIALS	Water Utility Construction	2,002.40
2025-11-14	GRANITE ROCK CO #29145	00587043	2256604	AS-NEEDED AGGREGATE MATERIALS	Water Utility Construction	2,860.13
2025-11-14	GRANITE ROCK CO #29145	00587045	2256605	AS-NEEDED AGGREGATE MATERIALS	Water Utility Construction	186.73
				Total for Payment No.:		10,456.53

Payment No: 729945

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JOHNSON CONTROLS FIRE PROTECTION LP	00586781	53449606	FIRE	General Fund	720.00
2025-11-07	JOHNSON CONTROLS FIRE PROTECTION LP	00586783	53451004	FIRE	General Fund	1,231.20
2025-11-07	JOHNSON CONTROLS FIRE PROTECTION LP	00586784	25019403	POLICE	General Fund	4,430.00
2025-11-07	JOHNSON CONTROLS FIRE	00586786	25019401	POLICE	General Fund	490.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	PROTECTION LP					
2025-11-07	JOHNSON CONTROLS FIRE PROTECTION LP	00586788	24987262	POLICE	General Fund	3,145.00
2025-11-07	JOHNSON CONTROLS FIRE PROTECTION LP	00586789	24984726	POLICE	General Fund	1,560.00
2025-11-07	JOHNSON CONTROLS FIRE PROTECTION LP	00586791	24984725	POLICE	General Fund	820.00
2025-11-07	JOHNSON CONTROLS FIRE PROTECTION LP	00586792	25003868	CIITY HALL	General Fund	1,240.00
2025-11-07	JOHNSON CONTROLS FIRE PROTECTION LP	00586793	24987263	NORTHSIDE LIBRARY	General Fund	820.00
2025-11-07	JOHNSON CONTROLS FIRE PROTECTION LP	00586794	24981129	FIRE	General Fund	2,270.00
2025-11-07	JOHNSON CONTROLS FIRE PROTECTION LP	00586795	53428823	FIRE	General Fund	720.00
2025-11-07	JOHNSON CONTROLS FIRE PROTECTION LP	00586796	24987264	MISSION LIBRARY	General Fund	820.00
2025-11-07	JOHNSON CONTROLS FIRE PROTECTION LP	00586797	25016788	CENTRAL PARK LIBRARY	General Fund	4,890.00
				Total for Payment No.:		23,156.20

Payment No: 034860

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JOSH R. RUBIETTA	00586778	FA25-1	CHANGE ORDER #8: ADDITIONAL FU	General Fund	22,614.52
				Total for Payment No.:		22,614.52

Payment No: 034764

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SANTA CLARA POLICE ASSN	00586267	09/28/25-10/25/25	UNION DUES B2522	Payroll Liability&ClearingAcct	22,200.32
				Total for Payment No.:		22,200.32

Payment No: 034735

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PLAN REVIEW CONSULTANTS INC	00585621	PRC2025-11	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	22,036.07
				Total for Payment No.:		22,036.07

Payment No: 034899

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	BAKER TILLY US, LLP	00587168	BT3301757	ORGANIZATIONAL ASSESSMENT SERV	General Fund	11,454.17
2025-11-14	BAKER TILLY US, LLP	00587169	BT3301758	ORGANIZATIONAL ASSESSMENT SERV	General Fund	9,515.62
				Total for Payment No.:		20,969.79

Payment No: 729749

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	U.S. BANK	00586269	10/12/25-10/25/25	BIWKLY PAYROLL DED PARS B2522	Fringe Benefits	20,904.26
				Total for Payment No.:		20,904.26

Payment No: 730171

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	U.S. BANK	00587304	10/26/25-11/08/25	BIWKLY PAYROLL DED PARS B2523	Fringe Benefits	19,973.52
				Total for Payment No.:		19,973.52

Payment No: 034762

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	INTL FIREFIGHTERS LOCAL 1171	00586264	09/28/25-10/25/25	UNION DUES B2522	Payroll Liability&ClearingAcct	19,946.61
				Total for Payment No.:		19,946.61

Payment No: 730122

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	HD SUPPLY	00586204	890379795	JANITORIAL SUPPLIES CREDIT MEM	General Fund	-26.41
2025-11-14	HD SUPPLY	00586935	896248192	JANITORIAL SUPPLIES FOR CITY H	General Fund	743.91
2025-11-14	HD SUPPLY	00586936	896248234	JANITORIAL SUPPLIES FOR POLICE	General Fund	750.54
2025-11-14	HD SUPPLY	00587016	890605488	JANITORIAL SUPPLIES	General Fund	37.34
2025-11-14	HD SUPPLY	00587017	891099640	JANITORIAL SUPPLIES	General Fund	1,564.47
2025-11-14	HD SUPPLY	00587148	898876362	JANITORIAL SUPPLIES	General Fund	2,697.80
2025-11-14	HD SUPPLY	00587149	898876347	JANITORIAL SUPPLIES	General Fund	2,400.01
2025-11-14	HD SUPPLY	00587151	898876354	JANITORIAL SUPPLIES	General Fund	1,099.00
2025-11-14	HD SUPPLY	00587152	893932525	JANITORIAL SUPPLIES	General Fund	186.71
2025-11-14	HD SUPPLY	00587155	893142661	JANITORIAL SUPPLIES	General Fund	2,243.85
2025-11-14	HD SUPPLY	00587157	893986794	JANITORIAL SUPPLIES	General Fund	1,879.46
2025-11-14	HD SUPPLY	00587160	893088849	JANITORIAL SUPPLIES	General Fund	428.64
2025-11-14	HD SUPPLY	00587161	894621796	JANITORIAL SUPPLIES	General Fund	642.96
2025-11-14	HD SUPPLY	00587162	896824364	JANITORIAL SUPPLIES	General Fund	145.14
2025-11-14	HD SUPPLY	00587163	896466471	JANITORIAL SUPPLIES	General Fund	4,576.80
				Total for Payment No.:		19,370.22

Payment No: 034958

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	WALLACE ROBERTS & TODD LLC	00587174	08841.01-0000024	Task 1: Project Initiation/Man	Parks And Recreation	102.50
2025-11-14	WALLACE ROBERTS & TODD LLC	00587174	08841.01-0000024	Task 3: Resource and Data Coll	Parks And Recreation	10,272.50
2025-11-14	WALLACE ROBERTS & TODD LLC	00587174	08841.01-0000024	Task 5: Development of Final P	Parks And Recreation	1,511.25
2025-11-14	WALLACE ROBERTS & TODD LLC	00587174	08841.01-0000024	Reimbursables	Parks And Recreation	285.45
2025-11-14	WALLACE ROBERTS & TODD LLC	00587174	08841.01-0000024	Contingency	Parks And Recreation	6,802.50
				Total for Payment No.:		18,974.20

Payment No: W26090

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PACIFIC DISPLAY INC	00585948	092-9	2025 HOLIDAY SEASON - 30' CHRI	General Fund	10,640.00
2025-10-24	PACIFIC DISPLAY INC	00585948	092-9	2025 HOLIDAY SEASON - LABOR TO	General Fund	8,120.00
				Total for Payment No.:		18,760.00

Payment No: 729479

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	PUMP/ELEC-LAWRENCE/HSTEAD	Sewer Utility	-47.63
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	PUMP/4495 N 1ST ST	Sewer Utility	3,446.60
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	POOL/2250 ROYAL	General Fund	2,298.39
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	SR CNTR 1303 FREMONT ST	General Fund	2,343.20
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	NORTHSIDE LIB 695 MORELAND WAY	General Fund	47.01
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	FIRE-STA2 1900 WALSH AVE.	General Fund	174.53
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	AUTO SVCS/1700 WALSH 50%	Fleet Operation Fund	91.37
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	STREET/1700 WALSH 50%	General Fund	91.37
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	CITY HALL-1500 WARBURTON	General Fund	2,274.40
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	POLICE/601 EL CAMINO	General Fund	2,731.63
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	COMM SVCS-1515 EL CAMINO REAL	General Fund	8.38
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	BERMAN BLDG-1405 CIVIC CTR	General Fund	21.60
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	FIRE/#1 777 BENTON	General Fund	112.66
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	FIRE/#4-2323 PRUNERIDGE	General Fund	64.04
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	POOL/BUCHER-REBIERO	General Fund	8.11
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	POOL/BACHER-REBIERO STS	General Fund	650.76
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	FIRE/#9-3011 CORVIN	General Fund	9.65
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	GYM/2450 CABRILLO	General Fund	31.41
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	SPORTS CTR/3445 BENTON	General Fund	7.84

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	CRC/969 KIELY	General Fund	716.31
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	FIRE/#3 2821 HOMESTEAD RD	General Fund	61.83
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	LIBRARY/2635 HOMESTEAD	General Fund	2,712.34
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	POOL/2625 PATRICIA	General Fund	27.69
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	YOUTH SOCCER 5049 CENTENNIAL	General Fund	90.97
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	PARKS/4750 LICK MILL BLVD	General Fund	16.16
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	FIRE/#6-888 AGNEW RD	General Fund	167.11
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	POOL/3750 DELA CRUZ	General Fund	25.40
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	2975 LAFAYETTE ST.	General Fund	8.65
2025-10-24	PG&E	00585798	2490226441-5 OCT2025	POL SUBSTN/3992 RIVERMARK PLZ	General Fund	126.75
				Total for Payment No.:		18,318.53

Payment No: 730003

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	WEST COAST ARBORISTS INC	00586433	1-11549	TREE MAINTENANCE SERVICES PUBL	Streets and Highways Capital F	18,079.99
				Total for Payment No.:		18,079.99

Payment No: 034761

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	IBEW	00586263	09/28/25-10/25/25	UNION DUES B2522	Payroll Liability&ClearingAcct	18,053.48
				Total for Payment No.:		18,053.48

Payment No: 729899

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CALIF BUILDING STANDARDS COMMISSION	00585793	15309OCT2025	BSF Fee Q3 Jul 1-Sep 30 2025	Building Fee Admin Retainage	17,305.20
				Total for Payment No.:		17,305.20

Payment No: 034724

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]
				Total for Payment No.:		17,041.75

Payment No: 034807

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PRESIDIO TECHNOLOGY CAPITAL	00586145	6023225000746	PHASE 2 (ACI) PROFESSIONAL SER	General Government - Other	17,010.00
				Total for Payment No.:		17,010.00

Payment No: 729713

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	LYNGSOE SYSTEMS, INC.	00586213	007843	MAINTENANCE SERVICES FOR LYNGS	General Fund	16,910.00
				Total for Payment No.:		16,910.00

Payment No: 034877

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	CMO wireless service	General Fund	308.61
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Parks & Rec	General Fund	1,660.92
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Parks & Rec	General Fund	140.11
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Parks & Rec	General Fund	29.40
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Parks & Rec	General Fund	57.56
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Parks & Rec	General Fund	29.40
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Parks & Rec	General Fund	29.40
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Library	General Fund	101.04
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	COU	General Fund	146.30
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Facilities	General Fund	168.96

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	CCO	General Fund	14.08
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	CCO	General Fund	14.08
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	CAO	General Fund	85.72
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	HR	General Fund	28.16
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Street & Auto	General Fund	393.86
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Street & Auto	General Fund	59.22
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Street & Auto	General Fund	73.30
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Street & Auto	General Fund	14.08
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Street & Auto	General Fund	87.38
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Street & Auto	General Fund	14.08
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Street & Auto	General Fund	118.44
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Finance/Muni Svcs	General Fund	138.18
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Finance/Purchasing	General Fund	70.40
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Police/Stadium	General Fund	15.47
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Engineering	General Fund	28.16
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Engineering	General Fund	14.08
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Engineering	General Fund	14.08
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Engineering	General Fund	14.08
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Engineering	General Fund	201.26
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	CDD/Planning	General Fund	95.80
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	CDD/Housing	General Fund	56.32
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Police	General Fund	14.08
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Police	General Fund	14.08
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Police	General Fund	550.43
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Police	General Fund	164.64
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Fire	General Fund	296.10
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	IT	Information Technology	624.07

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Service	
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Street & Auto	Fleet Operation Fund	29.40
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Parks & Rec	Cemetery	39.48
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Water & Sewer Utilities	Sewer Utility	1,050.03
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	DPW/Street & Auto	Solid Waste Program	53.56
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Library/READ Santa Clara	Library Operating Grant Fund	14.08
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	CDD/Bldg - Permits	Building New Dvlpmnt Srvc Fee	528.12
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	CDD/Bldg - Inspection	Building New Dvlpmnt Srvc Fee	222.52
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	CMO/Stadium	S.C.Stadium Authority Ops	28.16
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	Order #1583394	General Fund	2,618.96
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	APPLE IPAD A16 256GB IN SILVER	Water Utility	4,727.13
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	APPLE IPAD A16 256GB IN SILVER	Sewer Utility	1,430.59
2025-11-07	T-MOBILE	00586506	952058658-10/2/2025	APPLE IPAD A16 256GB IN SILVER	Water Recycling Program	62.20
				Total for Payment No.:		16,689.56

Payment No: 730134

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	LEADSONLINE	00586320	421479	PowerPlus Investigation	Police Operating Grant Fund	16,378.49
				Total for Payment No.:		16,378.49

Payment No: 729534

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	LYNGSOE SYSTEMS, INC.	00585707	007842	MAINTENANCE SERVICE AGREEMENT	General Fund	16,370.00
				Total for Payment No.:		16,370.00

Payment No: 729940

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	HYDROSCIENCE ENGINEERS INC	00585906	316004011	FIRE FLOW SVC, PRJ MGMT, DATA	Water Utility	16,294.00
				Total for Payment No.:		16,294.00

Payment No: 729545

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ONE DAY INSTALLATION AND	00585679	6671	EOC 536-7871-80500-(P)4085	Fire Department	8,783.89
2025-10-24	ONE DAY INSTALLATION AND	00585680	6695	CENTRAL LIBRARY 001-1271-87600	General Fund	7,135.00
				Total for Payment No.:		15,918.89

Payment No: 730045

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SIR SANTA CLARA LP	00577468	62249-08 UTILITY REFUND	UTILITY REFUND	General Fund	14,418.86
2025-11-14	SIR SANTA CLARA LP	00577469	62252-05 UTILITY REFUND	UTILITY REFUND	General Fund	750.74
				Total for Payment No.:		15,169.60

Payment No: 034952

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	THERMAL MECHANICAL INC	00586166	93982	HVAC Compressors LABOR	General Fund	4,523.00
2025-11-14	THERMAL MECHANICAL INC	00586166	93982	HVAC Compressors MATERIALS	General Fund	6,145.61
2025-11-14	THERMAL MECHANICAL INC	00586166	93982	HVAC Compressors OTHER NON-T	General Fund	175.00
2025-11-14	THERMAL MECHANICAL INC	00586167	94026	Preventative Maintenance	General Fund	3,606.00
2025-11-14	THERMAL MECHANICAL INC	00586180	94025	DATA CENTER HVAC MAINTENANCE	Information Technology Service	675.00
				Total for Payment No.:		15,124.61

Payment No: 729733

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	RSG INC	00586097	14301	TASK 3 ECON AND FINAN ANALYSIS	General Fund	15,041.24
				Total for Payment No.:		15,041.24

Payment No: 729504

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CUMMINS INC	00583092	Z1-250878115	PARTS - WO 158354, V3218	Fleet Operation Fund	3,202.02
2025-10-24	CUMMINS INC	00583092	Z1-250878115	LABOR - WO 158354, V3218	Fleet Operation Fund	11,796.50
				Total for Payment No.:		14,998.52

Payment No: 729683

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	FERGUSON INDUSTRIAL	00586030	1908653	BRASS BUSHING 1/4"x3/4" LEAD F	Water Utility	1,254.94
2025-10-31	FERGUSON INDUSTRIAL	00586199	1904236	FLANGE, METER, BRASS, FIP, 2".	Water Utility	13,435.47
				Total for Payment No.:		14,690.41

Payment No: 730148

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ONE DAY INSTALLATION AND	00586995	6715	ADDITIONAL FUNDING FOR SUBSURF	Parks And Recreation	14,687.00
				Total for Payment No.:		14,687.00

Payment No: 034930

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	KIMBERLY DAVEY	00587176	A-10132025	CHANGE ORDER #6: ADDITIONAL FU	General Fund	14,683.50
				Total for Payment No.:		14,683.50

Payment No: 729522

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	J FLORES REMODELING INC	00585058	Bates - 3	HOME REPAIR BATES 10426	H.U.D Capital Projects	13,334.00
2025-10-24	J FLORES REMODELING INC	00585058	Bates - 3	HOME REPAIR BATES 10426	H.U.D Capital Projects	13,334.00
2025-10-24	J FLORES REMODELING INC	00585058	Bates - 3	HOME REPAIR BATES 10426	H.U.D Capital Projects	-13,334.00
2025-10-24	J FLORES REMODELING INC	00585058	Bates - 3	HOME REPAIR BATES 10426	H.U.D Capital Projects	1,320.00
				Total for Payment No.:		14,654.00

Payment No: 729560

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SALAS O'BRIEN ENGINEERS, INC.	00585744	102507173	CITYWIDE EMERGENCY GENERATORS	Public Buildings	14,295.00
				Total for Payment No.:		14,295.00

Payment No: 034913

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CSG CONSULTANTS INC	00586022	63202	LS SERVICES TO#1	General Fund	4,800.00
2025-11-14	CSG CONSULTANTS INC	00586933	63337	ANNUAL STREET PAVEMENT MAINTEN	Streets and Highways Capital F	1,285.00
2025-11-14	CSG CONSULTANTS INC	00586934	63336	MISCELLANEOUS ASPHALT AND CONC	Public Buildings	840.00
2025-11-14	CSG CONSULTANTS INC	00587039	B251381	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	7,349.18
				Total for Payment No.:		14,274.18

Payment No: 729480

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	RSG INC	00585592	14170	TASK 1 KICK-OFF MEETING	General Fund	2,216.25
2025-10-24	RSG INC	00585593	14171	TASK 2 DOWNTOWN COMM TASK FORC	General Fund	8,044.95
2025-10-24	RSG INC	00585594	14172	TASK 3 ECON & FINANCI ANALYSIS	General Fund	3,685.00
				Total for Payment No.:		13,946.20

Payment No: 730106

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ENNIS-FLINT INC	00585986	293974	MATERIALS - STREET - TRAFFIC	General Fund	13,642.82
				Total for Payment No.:		13,642.82

Payment No: 034936

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	MADDEN MEDIA	00586994	2025-030760	DISCOVER SANTA CLARA AUGUST 25	Deposit Funds.	16,751.00
2025-11-14	MADDEN MEDIA	00586994	2025-030760	JULY META ADVERTISING CREDIT	Deposit Funds.	-1,567.81
2025-11-14	MADDEN MEDIA	00586994	2025-030760	AUG META ADVERTISING CREDIT	Deposit Funds.	-1,741.09
				Total for Payment No.:		13,442.10

Payment No: 034797

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MADDEN MEDIA	00586033	2025-031105	SB/FIFA'26 ACTIVATION PLAN SEP	Deposit Funds.	12,661.76
				Total for Payment No.:		12,661.76

Payment No: 034861

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JOYFUL MELODIES CORP	00586755	321010 4186	CHANGE ORDER #5: ADDITIONAL FU	General Fund	2,492.39
2025-11-07	JOYFUL MELODIES CORP	00586755	321010 4186	CHANGE ORDER #6: ADDITIONAL FU	General Fund	9,939.61
				Total for Payment No.:		12,432.00

Payment No: 729507

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	DANIEL KEEN CONSULTING	00585557	47379	CONSULTING SERVICES TO CONDUCT	General Fund	12,300.00
				Total for Payment No.:		12,300.00

Payment No: 729966

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	NINYO & MOORE GEOTECHNICAL	00586736	309603	MATERIALS TESTING AND SPECIAL	PW Capital Proj ManagementFund	2,227.10
2025-11-07	NINYO & MOORE GEOTECHNICAL	00586737	309604	MATERIALS TESTING AND SPECIAL	PW Capital Proj ManagementFund	1,919.10
2025-11-07	NINYO & MOORE GEOTECHNICAL	00586738	310900	MATERIALS TESTING AND SPECIAL	PW Capital Proj ManagementFund	1,379.93
2025-11-07	NINYO & MOORE GEOTECHNICAL	00586738	310900	CHANGE ORDER #1 SPECIAL INSPEC	PW Capital Proj ManagementFund	5,521.12
2025-11-07	NINYO & MOORE GEOTECHNICAL	00586739	310901	CHANGE ORDER #1 SPECIAL INSPEC	PW Capital Proj ManagementFund	1,044.74
				Total for Payment No.:		12,091.99

Payment No: 729668

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CONCENTRA MEDICAL CENTERS	00585485	87465492	Physical Exam (Audio)	Water Utility	221.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585485	87465492	Physical Exam (Audio)	Sewer Utility	221.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585494	87166104	Physical Exam	Fleet Operation Fund	95.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585494	87166104	Physical Exam	General Fund	23.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585494	87166104	Physical Exam	General Fund	95.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585494	87166104	Physical Exam	Water Utility	145.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585494	87166104	Physical Exam	General Fund	2,893.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585494	87166104	Physical Exam	General Fund	398.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585498	87387749	Physical Exam	Sewer Utility	190.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585498	87387749	Physical Exam (Audio)	Water Utility	51.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585498	87387749	Physical Exam (Audio)	Sewer Utility	51.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585498	87387749	Physical Exam	General Fund	979.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585498	87387749	Physical Exam	General Fund	258.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585567	87541224	Physical Exam	Water Utility	119.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585567	87541224	Physical Exam	Sewer Utility	119.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CONCENTRA MEDICAL CENTERS	00585567	87541224	Physical Exam	General Fund	190.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585567	87541224	Physical Exam	General Fund	516.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585577	87621237	Physical Exam	General Fund	199.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585577	87621237	Physical Exam (Audio)	Water Utility	170.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585577	87621237	Physical Exam (Audio)	Sewer Utility	170.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585577	87621237	Physical Exam	General Fund	1,847.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585577	87621237	Physical Exam	General Fund	791.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585578	88099171	Physical Exam	General Fund	95.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585578	88099171	Physical Exam	General Fund	95.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585578	88099171	Physical Exam	General Fund	1,227.00
2025-10-31	CONCENTRA MEDICAL CENTERS	00585578	88099171	Physical Exam	General Fund	597.00
				Total for Payment No.:		11,755.00

Payment No: 730034

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	US POSTAL SERVICE	00586992	2947OCT2025A	ADDITIONAL FUNDS FOR PERMIT PI	General Fund	11,991.99
				Total for Payment No.:		11,991.99

Payment No: 729714

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MAZTECH INDUSTRIES LLC	00586009	1308	X4-LRF-2K RANGEFINDER	S.C.Stadium Authority CIP	11,785.50
2025-10-31	MAZTECH INDUSTRIES LLC	00586009	1308	SHIPPING	S.C.Stadium Authority CIP	102.75
				Total for Payment No.:		11,888.25

Payment No: 034773

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	C2R ENGINEERING, INC.	00585248	C7284S	JOB 343 - REPAIR LEAKS	Storm Drain	11,780.00
				Total for Payment No.:		11,780.00

Payment No: 729738

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SILICON VALLEY BANK	00586078	61226-01 UTILITY REFUND	UTILITY REFUND	General Fund	11,555.56
				Total for Payment No.:		11,555.56

Payment No: 729692

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	HEXAGON TRANSPORTATION	00586098	18645	TDM Monitoring & Administratio	General Government - Other	11,461.01
				Total for Payment No.:		11,461.01

Payment No: 730014

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	INFINITY MASSAGE CHAIRS	00587172	282964	INFINITY DYNASTY MASSAGE CHAIR	Police Operating Grant Fund	5,454.67
2025-11-14	INFINITY MASSAGE CHAIRS	00587172	282964	KYOTA YATUKA	Police Operating Grant Fund	6,000.81
				Total for Payment No.:		11,455.48

Payment No: 729496

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	BELLECCI & ASSOCIATES INC	00585602	250540-1	HOPE DRIVE GREEN STORMWATER IN	Storm Drain	11,286.80
				Total for Payment No.:		11,286.80

Payment No: 034856

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	HI-TECH EMERGENCY VEHICLE SERVICE INC	00585734	182973	PARTS - V3122	Fleet Operation Fund	1,457.74
2025-11-07	HI-TECH EMERGENCY VEHICLE SERVICE INC	00585767	182959	PARTS - V#3122	Fleet Operation Fund	7.43
2025-11-07	HI-TECH EMERGENCY VEHICLE SERVICE INC	00585767	182959	SHIPPING	Fleet Operation Fund	17.48
2025-11-07	HI-TECH EMERGENCY VEHICLE SERVICE INC	00585768	182961	PARTS - V#2950	Fleet Operation Fund	1,502.21
2025-11-07	HI-TECH EMERGENCY VEHICLE SERVICE INC	00585768	182961	SHIPPING	Fleet Operation Fund	35.36
2025-11-07	HI-TECH EMERGENCY VEHICLE SERVICE INC	00585897	182986	PARTS - V3218	Fleet Operation Fund	2,411.16
2025-11-07	HI-TECH EMERGENCY VEHICLE SERVICE INC	00585899	182994	PARTS - V3122	Fleet Operation Fund	342.78
2025-11-07	HI-TECH EMERGENCY VEHICLE SERVICE INC	00585900	182997	PARTS - V2951	Fleet Operation Fund	5,240.82
2025-11-07	HI-TECH EMERGENCY VEHICLE SERVICE INC	00585901	183001	PARTS - V3258	Fleet Operation Fund	138.69
2025-11-07	HI-TECH EMERGENCY VEHICLE SERVICE INC	00585902	183014	PARTS - V3762	Fleet Operation Fund	109.59
				Total for Payment No.:		11,263.26

Payment No: 034874

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SMITH-EMERY OF SAN FRANCISCO,	00586740	747761-4	MATERIALS TESTING AND SPECIAL	PW Capital Proj ManagementFund	7,133.75
2025-11-07	SMITH-EMERY OF SAN FRANCISCO,	00586741	747761-5	MATERIALS TESTING AND SPECIAL	PW Capital Proj ManagementFund	3,570.59
2025-11-07	SMITH-EMERY OF SAN FRANCISCO,	00586741	747761-5	CHANGE ORDER #1 SPECIAL INSPEC	PW Capital Proj ManagementFund	223.41
				Total for Payment No.:		10,927.75

Payment No: 730089

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CITY OF MENLO PARK	00586112	42505OCT2025	TrfCtlNonNflEarthquakes9.13.25	General Fund	2,251.82
2025-11-14	CITY OF MENLO PARK	00586112	42505OCT2025	TrfCtrlNFL49vCardinals 9.21.25	General Fund	1,225.25
2025-11-14	CITY OF MENLO PARK	00586112	42505OCT2025	TrfCtrlNFL49vJaguars 9.28.25	General Fund	7,385.63
				Total for Payment No.:		10,862.70

Payment No: 034852

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GRAINGER-SAN JOSE	00585715	9665704798	urinal strainers	General Fund	74.44
2025-11-07	GRAINGER-SAN JOSE	00585732	9677479066	PARTS - SHOP	Fleet Operation Fund	814.21
2025-11-07	GRAINGER-SAN JOSE	00585764	9674539086	PARTS - SHOP	Fleet Operation Fund	23.70
2025-11-07	GRAINGER-SAN JOSE	00585765	9676448047	PARTS - SHOP	Fleet Operation Fund	59.46
2025-11-07	GRAINGER-SAN JOSE	00585795	9679622978	MATERIALS - STREET	General Fund	369.98
2025-11-07	GRAINGER-SAN JOSE	00585896	9681851755	PARTS - SHOP	Fleet Operation Fund	75.74
				Total for Payment No.:		1,417.53

Payment No: 034795

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	LEHR	00585975	SI124101	VALR44J-1723738098 FEDERAL SIG	Vehicle Replacement Fund	10,639.69
				Total for Payment No.:		10,639.69

Payment No: 034703

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ELB US INC	00585806	JC126956	IT EQUIPMENT - TAXABLE	Public Education and Governmnt	8,005.75
2025-10-24	ELB US INC	00585806	JC126956	IT EQUIPMENT AND SERVICES - NO	Public Education and Governmnt	2,562.00
				Total for Payment No.:		10,567.75

Payment No: 730036

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ZPODS HOLDINGS LLC	00587116	INV-1446	zPODS SINGLE UNIT	Police Operating Grant Fund	10,473.82
				Total for Payment No.:		10,473.82

Payment No: 034945

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SANTA CLARA METHODIST	00587190	MRF-OCT25-10	CIP-LIBERTY TOWER ELEVATOR REP	H.U.D Capital Projects	10,151.32
				Total for Payment No.:		10,151.32

Payment No: 034736

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	R3 CONSULTING GROUP, INC.	00584849	124809	FY25/26NEF REV/AUD/RT (SEP 25)	General Fund	9,756.25
2025-10-24	R3 CONSULTING GROUP, INC.	00584849	124809	FY25/26NEF REV/AUD/RT (SEP 25)	Solid Waste Program	362.50
				Total for Payment No.:		10,118.75

Payment No: 034841

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	COAST COUNTIES TRUCK	00585729	0152565S	LABOR - WO 159277, V3290	Fleet Operation Fund	1,488.51
2025-11-07	COAST COUNTIES TRUCK	00585729	0152565S	PARTS - WO 159277, V3290	Fleet Operation Fund	221.40
2025-11-07	COAST COUNTIES TRUCK	00585729	0152565S	MISC - WO 159277, V3290	Fleet Operation Fund	170.45
2025-11-07	COAST COUNTIES TRUCK	00585730	01259383P	PARTS - V3218	Fleet Operation Fund	16.28
2025-11-07	COAST COUNTIES TRUCK	00585760	01259178P	PARTS - V#3255	Fleet Operation Fund	18.31
2025-11-07	COAST COUNTIES TRUCK	00585892	0152593S	PARTS - WO 159293, V3276	Fleet Operation Fund	2,715.21
2025-11-07	COAST COUNTIES TRUCK	00585892	0152593S	LABOR - WO 159293, V3276	Fleet Operation Fund	4,855.28
2025-11-07	COAST COUNTIES TRUCK	00585892	0152593S	MISC. - WO 159293, V3276	Fleet Operation Fund	608.82
				Total for Payment No.:		10,094.26

Payment No: 729654

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ALBERT RISK MANAGEMENT	00585483	I-09255	2509 INSURANCE CONSULTNG SVC	General Fund	1,112.50
				Total for Payment No.:		1,112.50

Payment No: 729501

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CONCENTRA MEDICAL CENTERS	00584975	87780592	Physical Examination	General Fund	1,322.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00584981	87242841	Physical Examination	General Fund	597.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00584981	87242841	Physical Examination	General Fund	979.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00584985	86873363	Physical Examination	Solid Waste Program	95.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00584988	87322932	Physical Examination	Water Utility	100.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00584990	87698154	Physical Examination	Fleet Operation Fund	95.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00584990	87698154	Physical Examination	General Fund	516.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00584991	87943956	Physical Examination	General Fund	199.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00584991	87943956	Physical Examination	General Fund	979.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00584992	87466428	Physical Examination	General Fund	1,183.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00585002	88020761	Physical Examination	General Fund	95.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00585002	88020761	Physical Examination	General Fund	918.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00585009	87094775	Physical Examination	General Fund	95.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00585009	87094775	Physical Examination	General Fund	597.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00585013	87860093	Physical Examination	Fleet Operation Fund	95.00
2025-10-24	CONCENTRA MEDICAL CENTERS	00585013	87860093	Physical Examination	General Fund	1,306.00
				Total for Payment No.:		9,171.00

Payment No: 034745

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00585625	213558	AST AND UST STORAGE TANK SCHED	Fleet Operation Fund	7,398.37

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00585626	213559	AST AND UST STORAGE TANK SCHED	Fleet Operation Fund	993.10
2025-10-24	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00585627	213622	AST AND UST STORAGE TANK SCHED	Fleet Operation Fund	1,402.41
				Total for Payment No.:		9,793.88

Payment No: 034873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	RAIMI + ASSOCIATES, INC	00586820	25-7149	ECRSP Revisions	General Government - Other	9,790.15
				Total for Payment No.:		9,790.15

Payment No: 034692

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	BOUND TREE MEDICAL LLC	00584565	70336204	CREDIT MEMO FOR SO 104423044	General Fund	-1,352.61
2025-10-24	BOUND TREE MEDICAL LLC	00584566	70364237	CREDIT MEMO FOR SO 105132282	General Fund	-3,000.00
2025-10-24	BOUND TREE MEDICAL LLC	00584567	70353641	CREDIT MEMO FOR SO 105349710	General Fund	-1,461.14
2025-10-24	BOUND TREE MEDICAL LLC	00585541	85933846	AS NEEDED EMERGENCY MEDICAL SE	General Fund	5,739.62
2025-10-24	BOUND TREE MEDICAL LLC	00585542	85937109	AS NEEDED EMERGENCY MEDICAL SE	General Fund	4,654.38
2025-10-24	BOUND TREE MEDICAL LLC	00585542	85937109	AS NEEDED EMERGENCY MEDICAL SE	General Fund	1,501.67
2025-10-24	BOUND TREE MEDICAL LLC	00585543	85939318	AS NEEDED EMERGENCY MEDICAL SE	General Fund	1,678.95
2025-10-24	BOUND TREE MEDICAL LLC	00585543	85939318	AS NEEDED EMERGENCY MEDICAL SE	General Fund	16.31
2025-10-24	BOUND TREE MEDICAL LLC	00585804	85946597	AS NEEDED EMERGENCY MEDICAL SE	General Fund	503.94
2025-10-24	BOUND TREE MEDICAL LLC	00585804	85946597	AS NEEDED EMERGENCY MEDICAL SE	General Fund	13.03
2025-10-24	BOUND TREE MEDICAL LLC	00585805	85950469	AS NEEDED EMERGENCY MEDICAL SE	General Fund	1,461.14

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		9,755.29

Payment No: 730170

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	TRIO COMMUNITY MEALS, LLC	00579822	INV2230065825	SRNUT JUNE 9 WEEK	Park and Rec Opr GrantTst Fund	2,440.00
2025-11-14	TRIO COMMUNITY MEALS, LLC	00579823	INV2230066069	SRNUT JUNE 16 WEEK	Park and Rec Opr GrantTst Fund	2,168.90
2025-11-14	TRIO COMMUNITY MEALS, LLC	00579824	INV2230066317	SRNUT JUNE 23 WEEK	Park and Rec Opr GrantTst Fund	2,562.00
2025-11-14	TRIO COMMUNITY MEALS, LLC	00586232	INV2230072359	SRNUT OCTOBER 20 WEEK	Park and Rec Opr GrantTst Fund	2,446.10
				Total for Payment No.:		9,617.00

Payment No: 034694

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CARL WARREN & COMPANY	00585619	CWC-2058427	ADDITIONAL FUNDS PER AMENDMENT	Special Liability Insurance	9,500.00
				Total for Payment No.:		9,500.00

Payment No: 729937

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	HEIDI MARINI INTEGRATIVE	00585784	102-10	CLIENT# 102 SESSION# 5-8	General Fund	2,000.00
2025-11-07	HEIDI MARINI INTEGRATIVE	00585785	103-10	CLIENT# 103 SESSION# 12-25	General Fund	6,500.00
2025-11-07	HEIDI MARINI INTEGRATIVE	00585786	104-1	CLIENT# 104 SESSION# 1-2	General Fund	1,000.00
				Total for Payment No.:		9,500.00

Payment No: 034832

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BAY AREA TREE SPECIALISTS	00585671	10051468	STREET - TREE PRUNING	General Fund	9,370.17

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		9,370.17

Payment No: 729667

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CIVITAS ADVISORS	00586135	59677	OCT 2025 FIXED MONTHLY FEE SC	Deposit Funds.	6,000.00
2025-10-31	CIVITAS ADVISORS	00586135	59677	STANDARD OFFICE EXPENSES 4% OF	Deposit Funds.	240.00
2025-10-31	CIVITAS ADVISORS	00586136	59676	10-2025 FIXED FEE - PROFESSION	Deposit Funds.	3,000.00
2025-10-31	CIVITAS ADVISORS	00586136	59676	STANDARD OFFICE EXPENSES 4% OF	Deposit Funds.	120.00
				Total for Payment No.:		9,360.00

Payment No: 729981

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SEAN MENDELSON	00586766	7 2025	CHANGE ORDER #7: ADDITIONAL FU	General Fund	1,697.66
2025-11-07	SEAN MENDELSON	00586766	7 2025	CHANGE ORDER #8: ADDITIONAL FU	General Fund	7,552.54
				Total for Payment No.:		9,250.20

Payment No: 034691

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	[redacted]	[redacted]	[redacted]	PERS DISABIL PENSION-OCT2025	[redacted]	9,239.81
				Total for Payment No.:		9,239.81

Payment No: 034869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PENINSULA GYMNASTICS	00586408	0055	CHANGE ORDER #5 ADDITIONAL FUN	General Fund	6,472.20
2025-11-07	PENINSULA GYMNASTICS	00586408	0055	CHANGE ORDER #6 - ADDITIONAL F	General Fund	2,668.20

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		9,140.40

Payment No: 730005

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	WRA, INC.	00586434	23001-2.LRS-728	WESTSIDE BASIN POST-CONSTRUCTI	Storm Drain	4,422.00
2025-11-07	WRA, INC.	00586435	23001-2-58353	WESTSIDE BASIN POST-CONSTRUCTI	Storm Drain	4,698.25
				Total for Payment No.:		9,120.25

Payment No: 034949

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	STEPHEN CIARI PUMBING AND	00587204	28223	SENIOR CENTER	General Fund	8,681.06
2025-11-14	STEPHEN CIARI PUMBING AND	00587205	28249	PARKS - MAYWOOD	General Fund	421.42
				Total for Payment No.:		9,102.48

Payment No: 729919

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CRITICAL INCIDENT VIDEOS CORP	00585884	1406	Transparency Advising OIS 0903	General Fund	9,000.00
				Total for Payment No.:		9,000.00

Payment No: 034907

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CINTAS CORP #630	00585947	4247535966	FLEET UNIFORM LAUNDRY	Fleet Operation Fund	330.31
2025-11-14	CINTAS CORP #630	00585947	4247535966	FLEET UNIFORM LAUNDRY	Fleet Operation Fund	75.51
2025-11-14	CINTAS CORP #630	00586324	4247839748	UNIFORMS	General Fund	147.28
2025-11-14	CINTAS CORP #630	00586325	4248160554	UNIFORMS	General Fund	53.29
				Total for Payment No.:		606.39

Payment No: 730008

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	BKF ENGINEERS	00586989	25100426	LAFAYETTE STREET CLASS IV BIKE	Streets and Highways Capital F	8,854.91
				Total for Payment No.:		8,854.91

Payment No: 034953

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	TIMOTHY D BOWEN	00587177	DB27184	CHANGE ORDER #4: ADDITIONAL FU	General Fund	8,792.00
				Total for Payment No.:		8,792.00

Payment No: 729828

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JJ ALBANESE	00586544	24464-18 UTILITY REFUND	UTILITY REFUND	General Fund	3,064.19
2025-11-07	JJ ALBANESE	00586636	81898-11 UTILITY REFUND	UTILITY REFUND	General Fund	1,800.07
2025-11-07	JJ ALBANESE	00586638	82026-06 UTILITY REFUND	UTILITY REFUND	General Fund	3,896.00
				Total for Payment No.:		8,760.26

Payment No: 730002

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	WEHOPE	00586431	CSCBE 072025	WeHOPE-Dignity on Wheels 3/25-	Housing Authority	4,825.00
2025-11-07	WEHOPE	00586812	CSCBE 092025	WeHOPE-Dignity on Wheels 3/25-	Housing Authority	3,860.00
				Total for Payment No.:		8,685.00

Payment No: 034726

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MIDWEST TAPE LLC	00584727	507821387	1241/1231/1232 STRM	General Fund	7,581.72
2025-10-24	MIDWEST TAPE LLC	00584874	507780707	1241 AD CD	General Fund	15.32

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MIDWEST TAPE LLC	00584874	507780707	1241 AD DVD	General Fund	235.32
2025-10-24	MIDWEST TAPE LLC	00584874	507780707	1235 AD DVD	General Fund	59.98
2025-10-24	MIDWEST TAPE LLC	00584876	507812469	1241 AD DVD	General Fund	339.29
2025-10-24	MIDWEST TAPE LLC	00584876	507812469	1233 AD DVD	General Fund	31.36
2025-10-24	MIDWEST TAPE LLC	00584876	507812469	1235 AD DVD	General Fund	313.64
2025-10-24	MIDWEST TAPE LLC	00584876	507812469	1235 JUV DVD	General Fund	57.81
				Total for Payment No.:		8,634.44

Payment No: 730104

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ELITE MAINTENANCE INC	00586997	4635	SWEEPING AND CLEANING SERVICES	General Fund	3,900.00
2025-11-14	ELITE MAINTENANCE INC	00586998	4762	SWEEPING AND CLEANING SERVICES	General Fund	4,725.00
				Total for Payment No.:		8,625.00

Payment No: 730057

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CA DEPT OF TRANSPORTATION	00586310	SL260009	JUL25-SEP25 SIGNALS&LIGHTING	General Fund	8,576.87
				Total for Payment No.:		8,576.87

Payment No: 729686

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GILBANE BUILDING CO	00585260	802OCT2025	Tech fee - PC BDIV & Permit	General Fund	375.75
2025-10-31	GILBANE BUILDING CO	00585266	802OCT2025A	Tech fee - PC BDIV & Permit	General Fund	4.70
2025-10-31	GILBANE BUILDING CO	00585267	802OCT2025B	Tech fee - PC BDIV & Permit	General Fund	4.70
2025-10-31	GILBANE BUILDING CO	00585269	802OCT2025C	Tech fee - PC BDIV & Permit	General Fund	8,027.26
2025-10-31	GILBANE BUILDING CO	00585272	802OCT2025D	Tech fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		8,417.11

Payment No: 034928

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	[redacted]	[redacted]	[redacted]	PERS ADV DISABILITY PENSION	[redacted]	8,405.04
				Total for Payment No.:		8,405.04

Payment No: 034716

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	INGRAM LIBRARY SERVICES LLC	00584730	90811424	1241/1233/1235/1236 AD BK	General Fund	1,106.57
2025-10-24	INGRAM LIBRARY SERVICES LLC	00584730	90811424	1231/1233/1235/1236 JUV BK	General Fund	6,150.14
2025-10-24	INGRAM LIBRARY SERVICES LLC	00584730	90811424	1232/1233/1235 YA BK	General Fund	464.25
2025-10-24	INGRAM LIBRARY SERVICES LLC	00584732	90811426	1241/1235 AD BK	General Fund	256.00
2025-10-24	INGRAM LIBRARY SERVICES LLC	00584736	90888708	ESL RSC BKS 2025	Library Operating Grant Fund	261.43
				Total for Payment No.:		8,238.39

Payment No: 034787

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GRAINGER-SAN JOSE	00585410	9654876706	TIEDOWN STRAPS	General Fund	396.51
2025-10-31	GRAINGER-SAN JOSE	00585411	9652170144	LAWN SWEEPER	General Fund	454.88
2025-10-31	GRAINGER-SAN JOSE	00585411	9652170144	ABRASIZE UTILITY ROLL	General Fund	88.65
2025-10-31	GRAINGER-SAN JOSE	00585411	9652170144	E-FITTING	General Fund	55.94
2025-10-31	GRAINGER-SAN JOSE	00585411	9652170144	OTHER SHIPPING	General Fund	30.00
2025-10-31	GRAINGER-SAN JOSE	00585507	9671722370	SUPPLIES	General Fund	414.29
2025-10-31	GRAINGER-SAN JOSE	00585508	9671722362	SUPPLIES	General Fund	146.64
2025-10-31	GRAINGER-SAN JOSE	00586202	9674945978	EXAM GLOVES,XL, POWDERLESS, MI	Water Utility	1,023.60
				Total for Payment No.:		2,610.51

Payment No: 729741

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	STEVENS CREEK CHEVROLET	00585466	647485	LABOR - V#3512 WO#158336	Fleet Operation Fund	1,722.50
2025-10-31	STEVENS CREEK CHEVROLET	00585466	647485	PARTS - V#3512 WO#158336	Fleet Operation Fund	1,943.29
2025-10-31	STEVENS CREEK CHEVROLET	00585466	647485	DEDUCTIBLE - V#3512 WO#158336	Fleet Operation Fund	4,532.93
				Total for Payment No.:		8,198.72

Payment No: 729694

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585415	0023603745-001	RB VALVE BOX	General Fund	281.78
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585415	0023603745-001	RB VALVE BOX EXTENSION	General Fund	141.55
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585416	0023610206-001	PVC FITTINGS	General Fund	370.65
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585427	0021980476-002	MATERIALS - STREET - P&B	General Fund	783.53
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585428	0022748245-001	MATERIALS - STREET - P&B	General Fund	1,236.12
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585429	0019196704-011	MATERIALS - STREET - P&B	General Fund	1,664.99
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585430	0022929468-001	MATERIALS - STREET - P&B	General Fund	298.65
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585431	0022698996-001	MATERIALS - STREET - P&B	General Fund	190.71
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585432	0023068659-001	MATERIALS - STREET - P&B	General Fund	605.16
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585433	0022646606-001	MATERIALS - STREET - P&B	General Fund	244.44
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585434	0023240828-001	MATERIALS - STREET - P&B	General Fund	152.69
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585435	0022794418-001	MATERIALS - STREET - P&B	General Fund	165.24
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585436	0022779832-001	MATERIALS - STREET - P&B	General Fund	159.67
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585437	0023118424-001	MATERIALS - STREET - P&B	General Fund	46.03
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585438	0023258726-001	MATERIALS - STREET - P&B	General Fund	505.01
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585440	0023515450-001	MATERIALS - STREET - P&B	General Fund	8.68
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585442	0022394681-001	MATERIALS - STREET - P&B	General Fund	116.63
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585444	0022929468-002	MATERIALS - STREET - P&B	General Fund	55.98
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585445	0023029469-001	MATERIALS - STREET - P&B	General Fund	169.85
2025-10-31	IMPERIAL SPRINKLER SUPPLY	00585446	0023258726-002	MATERIALS - STREET - P&B	General Fund	852.06

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		8,049.42

Payment No: 729481

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	VAN DERMYDEN MAKUS LAW CORPORATION	00584958	35049	Consulting - Investigation Aug	General Fund	5,749.82
2025-10-24	VAN DERMYDEN MAKUS LAW CORPORATION	00584962	35392	Consulting Investigation Sep	General Fund	510.00
2025-10-24	VAN DERMYDEN MAKUS LAW CORPORATION	00584966	35393	Consulting Investigation Sep	General Fund	1,594.50
				Total for Payment No.:		7,854.32

Payment No: 729696

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	J FLORES REMODELING INC	00585423	Bates - 4	HOME REPAIR - BATES 10426	H.U.D Capital Projects	7,400.80
2025-10-31	J FLORES REMODELING INC	00585423	Bates - 4	HOME REPAIR - BATES 10426	H.U.D Capital Projects	7,400.80
2025-10-31	J FLORES REMODELING INC	00585423	Bates - 4	HOME REPAIR - BATES 10426	H.U.D Capital Projects	-7,400.80
2025-10-31	J FLORES REMODELING INC	00585423	Bates - 4	HOME REPAIR - BATES 10426	H.U.D Capital Projects	440.00
				Total for Payment No.:		7,840.80

Payment No: 729535

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MALLORY SAFETY & SUPPLY LLC	00585546	6260721	FIRES-FBAB005 FIREBULL CLASS A	General Fund	7,804.62
				Total for Payment No.:		7,804.62

Payment No: 730144

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	NAPA VALLEY ICE	00587173	SCART091225	ICE BAGS FOR ART & WINE FESTIV	General Fund	7,447.78
2025-11-14	NAPA VALLEY ICE	00587173	SCART091225	BOBTAIL RENTAL	General Fund	350.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		7,797.78

Payment No: 730084

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	BILL WILSON CENTER	00579430	BWC1	CIP-BILL WILSON ELEVATOR PROJE	H.U.D Capital Projects	4,300.00
2025-11-14	BILL WILSON CENTER	00579434	BWC2	CIP-BILL WILSON ELEVATOR PROJE	H.U.D Capital Projects	3,375.00
				Total for Payment No.:		7,675.00

Payment No: 034927

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	IRTH SOLUTIONS, LLC	00586237	S1R011247	DIGITIX SUBSCRIPTION FEES	Water Utility	2,508.19
2025-11-14	IRTH SOLUTIONS, LLC	00586237	S1R011247	DIGITIX SUBSCRIPTION FEES	Water Utility	2,508.19
2025-11-14	IRTH SOLUTIONS, LLC	00586237	S1R011247	DIGITIX SUBSCRIPTION FEES	Sewer Utility	2,508.18
				Total for Payment No.:		7,524.56

Payment No: 729709

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	LEADSONLINE	00585386	419621	Cellhawk Subscription	General Fund	7,421.00
				Total for Payment No.:		7,421.00

Payment No: 729527

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	KOREAN AMERICAN CULTURAL	00585854	40100OCT2025	COMMUNITY GRANT REWARD - 49ERS	General Fund	2,960.00
2025-10-24	KOREAN AMERICAN CULTURAL	00585854	40100OCT2025	COMMUNITY GRANT REWARD - PROGR	General Fund	4,431.00
				Total for Payment No.:		7,391.00

Payment No: 034883

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	WATEREUSE ASSN OF CALIF	00585910	D61243	2025 ANNUAL DUES (MEMBERSHIP)	Water Recycling Program	7,304.25
				Total for Payment No.:		7,304.25

Payment No: 730079

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AZL TREE CARE LLC	00585982	41733OCT2025	BEE REMOVAL - 651 HILLMAR	General Fund	2,400.00
2025-11-14	AZL TREE CARE LLC	00585984	41733OCT2025A	BEE REMOVAL - 2508 PARKLAND	General Fund	2,400.00
2025-11-14	AZL TREE CARE LLC	00586038	41733OCT2025B	BEE REMOVAL - 721 CAMINO	General Fund	2,400.00
				Total for Payment No.:		7,200.00

Payment No: 034713

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584940	182810	PARTS - V3582	Fleet Operation Fund	4,375.11
2025-10-24	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584940	182810	FREIGHT	Fleet Operation Fund	43.16
2025-10-24	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584941	182850	PARTS - V3218	Fleet Operation Fund	407.51
2025-10-24	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584941	182850	FREIGHT	Fleet Operation Fund	20.86
2025-10-24	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584942	182788	PARTS - V3582	Fleet Operation Fund	1,113.72
2025-10-24	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584942	182788	FREIGHT	Fleet Operation Fund	18.74
2025-10-24	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584943	182808	PARTS - V3669	Fleet Operation Fund	41.10
2025-10-24	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584943	182808	FREIGHT	Fleet Operation Fund	8.80
2025-10-24	HI-TECH EMERGENCY VEHICLE SERVICE INC	00584944	182856	PARTS - V3259	Fleet Operation Fund	721.63
2025-10-24	HI-TECH EMERGENCY VEHICLE	00584944	182856	FREIGHT	Fleet Operation Fund	20.08

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	SERVICE INC					
2025-10-24	HI-TECH EMERGENCY VEHICLE SERVICE INC	00585086	182878	PARTS - V3259	Fleet Operation Fund	285.57
				Total for Payment No.:		7,056.28

Payment No: 729604

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	FREMONT BANK	00586005	39831OCT2025	RETENTION FOR CITYWIDE EMERGEN	Public Buildings	6,655.00
2025-10-31	FREMONT BANK	00586005	39831OCT2025	RETENTION - CONTINGENCY.	Public Buildings	228.52
				Total for Payment No.:		6,883.52

Payment No: 730074

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AT&T CALNET	00586231	000024263549	IT MISC ANALOG LINES	Information Technology Service	6,583.35
2025-11-14	AT&T CALNET	00586231	000024263549	CONVENTION CENTER ANALOG LINES	Convention Cnt Maintenance Dis	92.68
2025-11-14	AT&T CALNET	00586231	000024263549	STREET DEPT AUTO DIALER	Solid Waste Utility-Constructi	31.41
				Total for Payment No.:		6,707.44

Payment No: 729486

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	AT&T CALNET	00585041	000024115696	IT MISC ANALOG LINES	Information Technology Service	6,575.88
2025-10-24	AT&T CALNET	00585041	000024115696	CONVENTION CENTER ANALOG LINES	Convention Cnt Maintenance Dis	92.68
2025-10-24	AT&T CALNET	00585041	000024115696	STREET DEPT AUTO DIALER	Solid Waste Utility-Constructi	31.42
				Total for Payment No.:		6,699.98

Payment No: 729677

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	DELL MARKETING LP	00586129	10838905724	DELL MEMORY UPGRADE - 16 GB -	General Fund	650.79
2025-10-31	DELL MARKETING LP	00586129	10838905724	DELL MEMORY UPGRADE - 16 GB -	General Fund	4,013.20
2025-10-31	DELL MARKETING LP	00586129	10838905724	DELL MEMORY UPGRADE - 16 GB -	General Fund	108.46
2025-10-31	DELL MARKETING LP	00586129	10838905724	DELL MEMORY UPGRADE - 16 GB -	General Fund	1,735.44
				Total for Payment No.:		6,507.89

Payment No: 730169

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
				LEGAL SVS		
				Total for Payment No.:		6,505.00

Payment No: 730158

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SAN DIEGO POLICE EQUIPMENT CO	00587044	666688	FED-AE9AP; FEDERAL 9MM 124GR F	General Fund	6,190.66
				Total for Payment No.:		6,190.66

Payment No: 730085

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00587011	9557418	MAGICAL BRIDGE MAINTENANCE SER	General Fund	6,125.00
				Total for Payment No.:		6,125.00

Payment No: 034853

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GRANITE CONSTRUCTION CO	00585668	3065046	MATERIALS - STREET	General Fund	830.19
2025-11-07	GRANITE CONSTRUCTION CO	00585668	3065046	ENERGY SURCHARGE	General Fund	3.80
2025-11-07	GRANITE CONSTRUCTION CO	00585668	3065046	ENVIRONMENTAL FEE	General Fund	16.38

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GRANITE CONSTRUCTION CO	00585668	3065046	DUMP CHARGE	General Fund	250.00
2025-11-07	GRANITE CONSTRUCTION CO	00585669	3060265	MATERIALS - STREET	General Fund	757.41
2025-11-07	GRANITE CONSTRUCTION CO	00585669	3060265	ENVIRONMENTAL FEE	General Fund	16.37
2025-11-07	GRANITE CONSTRUCTION CO	00585669	3060265	ENERGY SURCHARGE	General Fund	3.71
2025-11-07	GRANITE CONSTRUCTION CO	00585670	3062731	MATERIALS - STREET	General Fund	130.95
2025-11-07	GRANITE CONSTRUCTION CO	00585670	3062731	ENVIRONMENTAL FEE	General Fund	16.37
2025-11-07	GRANITE CONSTRUCTION CO	00585670	3062731	ENERGY SURCHARGE	General Fund	0.64
2025-11-07	GRANITE CONSTRUCTION CO	00585797	3061063	MATERIALS - STREET	General Fund	1,656.63
2025-11-07	GRANITE CONSTRUCTION CO	00585797	3061063	ENVIRONMENTAL FEE	General Fund	16.37
2025-11-07	GRANITE CONSTRUCTION CO	00585797	3061063	ENERGY SURCHARGE	General Fund	8.28
2025-11-07	GRANITE CONSTRUCTION CO	00585799	3066521	MATERIALS - STREET	General Fund	1,510.64
2025-11-07	GRANITE CONSTRUCTION CO	00585799	3066521	ENVIRONMENTAL FEE	General Fund	16.37
2025-11-07	GRANITE CONSTRUCTION CO	00585799	3066521	ENERGY SURCHARGE	General Fund	7.40
2025-11-07	GRANITE CONSTRUCTION CO	00585799	3066521	DUMP CHARGE	General Fund	250.00
2025-11-07	GRANITE CONSTRUCTION CO	00585800	3068342	MATERIALS - STREET	General Fund	465.13
2025-11-07	GRANITE CONSTRUCTION CO	00585800	3068342	ENVIRONMENTAL FEE	General Fund	16.37
2025-11-07	GRANITE CONSTRUCTION CO	00585800	3068342	ENERGY SURCHARGE	General Fund	2.28
				Total for Payment No.:		5,975.29

Payment No: 034696

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CINTAS CORP #630	00584877	4245323959	FLEET UNIFORM LAUNDRY NOTAXABL	Fleet Operation Fund	334.66
2025-10-24	CINTAS CORP #630	00584877	4245323959	FLEET UNIFORM LAUNDRY TAXABLE	Fleet Operation Fund	75.51
2025-10-24	CINTAS CORP #630	00584878	4244654758	FLEET UNIFORM LAUNDRY NONTAXAB	Fleet Operation Fund	334.66
2025-10-24	CINTAS CORP #630	00584878	4244654758	FLEET UNIFORM LAUNDRY TAXABLE	Fleet Operation Fund	75.51

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CINTAS CORP #630	00584879	4243890455	FLEET UNIFORM LAUNDRY NONTAXAB	Fleet Operation Fund	334.66
2025-10-24	CINTAS CORP #630	00584879	4243890455	FLEET UNIFORM LAUNDRY TAXABLE	Fleet Operation Fund	75.51
2025-10-24	CINTAS CORP #630	00584880	4243109655	FLEET UNIFORM LAUNDRY NONTAXAB	Fleet Operation Fund	389.79
2025-10-24	CINTAS CORP #630	00584880	4243109655	FLEET UNIFORM LAUNDRY TAXABLE	Fleet Operation Fund	75.51
2025-10-24	CINTAS CORP #630	00584957	4245320650	UNIFORM SVC WTR SEP 2025	Water Utility	509.39
2025-10-24	CINTAS CORP #630	00584957	4245320650	UNIFORM SVC SWR SEP 2025	Sewer Utility	139.04
2025-10-24	CINTAS CORP #630	00584959	4242287396	AUG 2025 UNIFORM SVC WTR	Water Utility	484.42
2025-10-24	CINTAS CORP #630	00584959	4242287396	AUG 2025 UNIFORM SVC SWR	Sewer Utility	270.99
2025-10-24	CINTAS CORP #630	00584961	4244654076	SEP 2025 WTR UNIFORM SVC	Water Utility	484.42
2025-10-24	CINTAS CORP #630	00584961	4244654076	SEP 2025 SWR UNIFORM SVC	Sewer Utility	164.01
2025-10-24	CINTAS CORP #630	00585090	4246052626	FLEET UNIFORM LAUNDRY NONTAXAB	Fleet Operation Fund	336.21
2025-10-24	CINTAS CORP #630	00585090	4246052626	FLEET UNIFORM LAUNDRY TAXABLE	Fleet Operation Fund	75.51
				Total for Payment No.:		4,159.80

Payment No: 729577

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	THOMSON REUTERS WEST	00585617	852587010	ONLINE LEGAL DATABASE WESTLAW	General Fund	1,597.92
2025-10-24	THOMSON REUTERS WEST	00585672	852680681	LEGAL REFERENCES - SEPT 2025	General Fund	664.56
2025-10-24	THOMSON REUTERS WEST	00585673	852680682	LEGAL REFERENCES - SEPT 2025	General Fund	2,754.31
				Total for Payment No.:		5,016.79

Payment No: 034823

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	UNIVERSAL SITE SERVICES	00586156	173563	SCHEDULED SWEEPING SERVICES	Convention Cnt	5,503.18

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				FO	Maintenance Dis	
				Total for Payment No.:		5,503.18

Payment No: 003895

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	STATE DISBURSEMENT UNIT	00587282	10/26/25-11/08/25	DD WAGE ATTACHMENTS B2523	Payroll Liability&ClearingAcct	5,440.58
				Total for Payment No.:		5,440.58

Payment No: 003887

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	STATE DISBURSEMENT UNIT	00586257	10/12/25-10/25/25	DD WAGE ATTACHMENTS B2522	Payroll Liability&ClearingAcct	5,440.58
				Total for Payment No.:		5,440.58

Payment No: 729904

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	AQUATICS BY ARMANDO	00585717	10152025	CPO course	General Fund	5,400.00
				Total for Payment No.:		5,400.00

Payment No: 729499

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CHALLENGE ISLAND	00585586	0002	Instructor Payment	General Fund	27.00
2025-10-24	CHALLENGE ISLAND	00585586	0002	Instructor Payment	General Fund	3,629.25
2025-10-24	CHALLENGE ISLAND	00585587	0001	Instructor Payment	General Fund	1,706.25
				Total for Payment No.:		5,362.50

Payment No: 729768

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BKF ENGINEERS	00586759	25090853	ANNA DRIVE NEIGHBORHOOD FLOOD	Storm Drain	5,232.34
				Total for Payment No.:		5,232.34

Payment No: 729848

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MARYMOUNT PLACE LLC	00586563	29444-07 UTILITY REFUND	UTILITY REFUND	General Fund	5,232.19
				Total for Payment No.:		5,232.19

Payment No: 730007

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ANDERSON PACIFIC ENGINEERING	00586932	155SEP2025	15% CONTINGENCY.	Storm Drain	5,331.00
2025-11-14	ANDERSON PACIFIC ENGINEERING	00586932	155SEP2025	RETENTION	Storm Drain	-266.55
				Total for Payment No.:		5,064.45

Payment No: 729506

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	D&M TRAFFIC SERVICES	00584843	576863	MATERIALS - STREET - TRAFFIC	General Fund	1,500.47
2025-10-24	D&M TRAFFIC SERVICES	00585813	576878	CONE, 28IN VINYL PLASTIC TRAFF	Water Utility	3,286.85
2025-10-24	D&M TRAFFIC SERVICES	00585813	576878	STENCIL FEE	Water Utility	245.53
				Total for Payment No.:		5,032.85

Payment No: 729462

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PITNEY BOWES	00582496	8977AUG2025	POSTAGE CHARGES	General Fund	5,031.25
				Total for Payment No.:		5,031.25

Payment No: 729552

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	QUADIENT FINANCE USA INC	00585677	42143OCT2025	METERED POSTAGE (MAILROOM CITY	General Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 729748

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	TRIO COMMUNITY MEALS, LLC	00585195	INV2230071484	SRNUT SEPT 29 WEEK	Park and Rec Opr GrantTst Fund	1,079.70
2025-10-31	TRIO COMMUNITY MEALS, LLC	00585196	INV2230071485	SRNUT OCTOBER 1 WEEK	Park and Rec Opr GrantTst Fund	1,488.40
2025-10-31	TRIO COMMUNITY MEALS, LLC	00585198	INV2230071950	SRNUT OCTOBER 6 WEEK	Park and Rec Opr GrantTst Fund	2,391.20
				Total for Payment No.:		4,959.30

Payment No: 034940

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	NOR-CAL OVERHEAD INC	00587202	51697176	FIRE	General Fund	2,605.00
2025-11-14	NOR-CAL OVERHEAD INC	00587202	51697176	FIRE (T)	General Fund	2,289.44
				Total for Payment No.:		4,894.44

Payment No: 034816

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00586000	213642	AST AND UST STORAGE TANK SCHED	Fleet Operation Fund	904.80
2025-10-31	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00586001	213643	AST AND UST STORAGE TANK SCHED	Fleet Operation Fund	3,983.00
				Total for Payment No.:		4,887.80

Payment No: 034831

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BARONFELD CONSULTING GROUP	00586731	1052	Proactive outreach, database b	Deposit Funds.	4,810.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	LLC					
				Total for Payment No.:		4,810.00

Payment No: 729457

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	KAISER FOUNDATION HEALTH PLAN INC	00585723	25655OCT2025	AMBULANCE BILLING REFUND	General Fund	2,416.38
2025-10-24	KAISER FOUNDATION HEALTH PLAN INC	00585723	25655OCT2025	AMBULANCE BILLING REFUND	General Fund	2,338.09
				Total for Payment No.:		4,754.47

Payment No: 034825

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	TRUSTMARK VOLUNTARY BENEFIT	00586513	09/14/25-10/11/25	LONG TERM CARE PREMIUMS	Payroll Liability&ClearingAcct	4,707.80
				Total for Payment No.:		4,707.80

Payment No: 729549

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PETERSON CAT	00584980	PC001911083	FLEET - PARTS - V3785	Fleet Operation Fund	422.60
2025-10-24	PETERSON CAT	00584984	PC001911082	FLEET - PARTS - V3766	Fleet Operation Fund	822.14
2025-10-24	PETERSON CAT	00584986	PC001910143	FLEET - PARTS - V3252	Fleet Operation Fund	792.87
2025-10-24	PETERSON CAT	00584989	PC001910297	FLEET - PARTS - V3252	Fleet Operation Fund	1,217.94
2025-10-24	PETERSON CAT	00584993	PC001910298	FLEET - PARTS - V3644	Fleet Operation Fund	635.35
2025-10-24	PETERSON CAT	00584994	PC001910607	FLEET - PARTS - V3321	Fleet Operation Fund	767.24
2025-10-24	PETERSON CAT	00585089	PC001911666	PARTS - V3766	Fleet Operation Fund	33.32
				Total for Payment No.:		4,691.46

Payment No: 729930

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	EOA INC	00586369	SY13-0825	SERVICE ORDER #4 - FY 24-25	General Fund	4,623.75
				Total for Payment No.:		4,623.75

Payment No: 034862

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LINCOLN AQUATICS	00585706	36169591	liquid chlorine	General Fund	2,080.14
2025-11-07	LINCOLN AQUATICS	00585708	36170552	muriatic acid	General Fund	750.45
2025-11-07	LINCOLN AQUATICS	00585709	36170540	liquid chlorine	General Fund	738.56
2025-11-07	LINCOLN AQUATICS	00585941	36170538	LIQUID CHLORINE	General Fund	960.95
				Total for Payment No.:		4,530.10

Payment No: 729740

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SOURCEPOINT POWERED BY PROFORMA	00585449	BB91028184A	Lanyards & Clear Badge Holders	General Fund	4,515.00
				Total for Payment No.:		4,515.00

Payment No: 034758

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	AFSCME COUNCIL 57	00586261	09/28/25-10/25/25	UNION DUES B2522	Payroll Liability&ClearingAcct	4,511.73
				Total for Payment No.:		4,511.73

Payment No: 730004

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	WINDSTREAM	00585908	77249322	VOIP PHONE SERVICES	Information Technology Service	4,477.19
				Total for Payment No.:		4,477.19

Payment No: 729724

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	CITYWIDE PEST CONTROL SERVICES	General Fund	369.24
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	BERRYESSA ADOBE	General Fund	30.77
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	POLICE	General Fund	184.62
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	STREETS	General Fund	61.54
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	FIRE	General Fund	984.64
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	CENTRAL LIBRARY	General Fund	184.62
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	NORTHSIDE LIBRARY	General Fund	123.08
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	MISSION LIBRARY	General Fund	61.54
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	PARKS	General Fund	1,015.41
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	CEMETRY	General Fund	61.54
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	COMMUNICATION SHOP	General Fund	30.77
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	PURCHASING WAREHOUSE	General Fund	61.54
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	EMERGENCY OPERATIONS (EOC)	General Fund	123.08
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	HARRIS LASS	Public Buildings	30.77
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	HEADEN INMAN	Public Buildings	61.54
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	JAMISON BROWN	Public Buildings	61.54
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	TRTION	Public Buildings	30.77
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	MORSE MANSION	General Government - Other	123.08
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	TASMAN	General Fund	184.62
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	SCCC 5001 GREAT AMERICA	Convention Cnt Maintenance Dis	184.62
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	HEART OF VALLEY 1550 ELCAMINO	Public Buildings	61.54
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	COMMUNITY DEV -	General Fund	61.54
2025-10-31	PESTMASTER SERVICES L.P.	00586157	487462	MARSALLI BUILDING	General Fund	184.62
				Total for Payment No.:		4,277.03

Payment No: 729590

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	WINDSTREAM	00585035	77212967	VOIP PHONE SERVICE	Information Technology Service	4,444.09
				Total for Payment No.:		4,444.09

Payment No: 729574

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SUNNYVALE FORD	00584999	264321	FLEET - PARTS - V3595	Fleet Operation Fund	567.09
2025-10-24	SUNNYVALE FORD	00585000	264283	FLEET - PARTS - V3528	Fleet Operation Fund	10.52
2025-10-24	SUNNYVALE FORD	00585001	264525	FLEET - PARTS - V3589	Fleet Operation Fund	1,254.94
2025-10-24	SUNNYVALE FORD	00585004	263068	FLEET - PARTS - V3534	Fleet Operation Fund	1,254.94
2025-10-24	SUNNYVALE FORD	00585005	263823	FLEET - PARTS - V3188	Fleet Operation Fund	151.85
2025-10-24	SUNNYVALE FORD	00585006	263899	FLEET - PARTS - V3370	Fleet Operation Fund	46.96
2025-10-24	SUNNYVALE FORD	00585007	264051	FLEET - PARTS - V3228	Fleet Operation Fund	244.05
2025-10-24	SUNNYVALE FORD	00585008	264255	FLEET - PARTS - V3534	Fleet Operation Fund	199.56
2025-10-24	SUNNYVALE FORD	00585010	264233	FLEET - PARTS - STOCK	Fleet Operation Fund	160.58
2025-10-24	SUNNYVALE FORD	00585011	264240	FLEET - PARTS - STOCK	Fleet Operation Fund	550.85
				Total for Payment No.:		4,441.34

Payment No: 729728

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PRODIGY PRESS INC	00586159	93656	PRINTING OF ADOPTED FY2025/26	General Fund	4,413.78
				Total for Payment No.:		4,413.78

Payment No: 729906

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	AT&T MOBILITY	00585916	287286334235X10192025	FIRE FIRSTNET WIRELESS	General Fund	3,776.85
2025-11-07	AT&T MOBILITY	00585916	287286334235X10192025	STADIUM FIRSTNET WIRELESS	General Fund	241.44
2025-11-07	AT&T MOBILITY	00585916	287286334235X10192025	FIRE CRRD FIRSTNET WIRELESS	Fire New Dvlpmnt Srvc	50.05

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Fee	
2025-11-07	AT&T MOBILITY	00585916	287286334235X10192025	FIRE CRRD FIRSTNET WIRELESS	Fire CUPA program Fund	50.05
2025-11-07	AT&T MOBILITY	00585916	287286334235X10192025	EMERGENCY SVCS WIRELESS	General Fund	50.40
2025-11-07	AT&T MOBILITY	00585916	287286334235X10192025	MISC MODEMS	Information Technology Service	126.72
				Total for Payment No.:		4,295.51

Payment No: 729490

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	AT&T MOBILITY	00585053	287286334235X09192025	FIRE DEPT FIRSTNET WIRELESS	General Fund	3,775.99
2025-10-24	AT&T MOBILITY	00585053	287286334235X09192025	STADIUM FIRSTNET WIRELESS	General Fund	241.44
2025-10-24	AT&T MOBILITY	00585053	287286334235X09192025	CRRD FIRSTNET WIRELESS	Fire New Dvlpmnt Srvc Fee	50.05
2025-10-24	AT&T MOBILITY	00585053	287286334235X09192025	CRRD FIRSTNET WIRELESS	Fire CUPA program Fund	50.05
2025-10-24	AT&T MOBILITY	00585053	287286334235X09192025	EMERGENCY SVCS FIRSTNET	General Fund	50.40
2025-10-24	AT&T MOBILITY	00585053	287286334235X09192025	MISC MODEMS	Information Technology Service	126.72
				Total for Payment No.:		4,294.65

Payment No: 034801

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MT TIRE SERVICE, LLC	00585979	36459	TIRES	Fleet Operation Fund	65.48
2025-10-31	MT TIRE SERVICE, LLC	00585980	36460	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	60.00
2025-10-31	MT TIRE SERVICE, LLC	00585983	36744	TIRES	Fleet Operation Fund	2,859.08
2025-10-31	MT TIRE SERVICE, LLC	00585983	36744	CA TIRE TAX	Fleet Operation Fund	7.00
2025-10-31	MT TIRE SERVICE, LLC	00585988	36745	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	240.00
2025-10-31	MT TIRE SERVICE, LLC	00585990	36890	TIRE MAINTENANCE AND REPAIR	Fleet Operation Fund	30.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				SE		
2025-10-31	MT TIRE SERVICE, LLC	00585994	36891	TIRES	Fleet Operation Fund	480.58
2025-10-31	MT TIRE SERVICE, LLC	00585994	36891	CA TIRE TAX	Fleet Operation Fund	1.75
2025-10-31	MT TIRE SERVICE, LLC	00585996	36892	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
2025-10-31	MT TIRE SERVICE, LLC	00585997	36893	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	60.00
2025-10-31	MT TIRE SERVICE, LLC	00585998	36894	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	30.00
2025-10-31	MT TIRE SERVICE, LLC	00585999	36895	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2025-10-31	MT TIRE SERVICE, LLC	00586137	36934	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
2025-10-31	MT TIRE SERVICE, LLC	00586138	36935	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
2025-10-31	MT TIRE SERVICE, LLC	00586139	36936	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2025-10-31	MT TIRE SERVICE, LLC	00586140	36937	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
2025-10-31	MT TIRE SERVICE, LLC	00586141	36969	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	60.00
				Total for Payment No.:		4,233.89

Payment No: 730176

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	VERIZON WIRELESS	00586276	6125862817	FIRE DEPT MDC WIRELESS	General Fund	1,102.29
2025-11-14	VERIZON WIRELESS	00586276	6125862817	PD MDC WIRELESS	General Fund	3,073.81
2025-11-14	VERIZON WIRELESS	00586276	6125862817	LIBRARY BOOKMOBILE MODEM	General Fund	38.01
				Total for Payment No.:		4,214.11

Payment No: 034774

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CARAHSOFT TECHNOLOGY CORP	00586160	IN2102767	G-WIZ/GRAY QUARTER (YEARS 1-3)	Building New Dvlpmnt Srvc Fee	4,186.21
				Total for Payment No.:		4,186.21

Payment No: 730081

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	BAY CITY BOILER & ENGINEERING	00587207	39355	POLICE	General Fund	760.00
2025-11-14	BAY CITY BOILER & ENGINEERING	00587208	39565	POLICE	General Fund	2,571.31
2025-11-14	BAY CITY BOILER & ENGINEERING	00587209	39106	POLICE	General Fund	826.06
				Total for Payment No.:		4,157.37

Payment No: 034693

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CAPTIVATE BILLING	00585807	SC-2025-09	CAPTIVATE BILLING - AMBULANCE	General Fund	4,151.10
				Total for Payment No.:		4,151.10

Payment No: 730107

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	EOA INC	00586944	SY13-0925	SERVICE ORDER #4 - FY 24-25	General Fund	4,134.50
				Total for Payment No.:		4,134.50

Payment No: 729756

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	VERIZON WIRELESS	00585150	6123377896	FD MDC WIRELESS	General Fund	1,072.19
2025-10-31	VERIZON WIRELESS	00585150	6123377896	PD MDC WIRELESS	General Fund	3,002.11
2025-10-31	VERIZON WIRELESS	00585150	6123377896	LIBRARY BOOKMOBILE MODEM	General Fund	38.01
				Total for Payment No.:		4,112.31

Payment No: 729727

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PRINCIPAL CUSTODY SOLUTIONS	00586008	13770721	CUSTODY SERVICES AND SAFEKEEPI	General Fund	4,087.37
				Total for Payment No.:		4,087.37

Payment No: 034920

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	GRANITE CONSTRUCTION CO	00585995	3069487	MATERIALS - STREET	General Fund	1,372.35
2025-11-14	GRANITE CONSTRUCTION CO	00585995	3069487	ENVIRONMENTAL FEE	General Fund	49.11
2025-11-14	GRANITE CONSTRUCTION CO	00585995	3069487	ENERGY SURCHARGE	General Fund	6.72
2025-11-14	GRANITE CONSTRUCTION CO	00586039	3070446	MATERIALS - STREET	General Fund	1,331.93
2025-11-14	GRANITE CONSTRUCTION CO	00586039	3070446	ENVIRONMENTAL FEE	General Fund	16.37
2025-11-14	GRANITE CONSTRUCTION CO	00586039	3070446	ENERGY SURCHARGE	General Fund	5.18
2025-11-14	GRANITE CONSTRUCTION CO	00586041	3070447	MATERIALS - STREET	General Fund	370.30
2025-11-14	GRANITE CONSTRUCTION CO	00586041	3070447	ENVIRONMENTAL FEE	General Fund	16.37
2025-11-14	GRANITE CONSTRUCTION CO	00586041	3070447	ENERGY SURCHARGE	General Fund	1.86
2025-11-14	GRANITE CONSTRUCTION CO	00586181	3072347	MATERIALS - STREET	General Fund	848.55
2025-11-14	GRANITE CONSTRUCTION CO	00586181	3072347	ENVIRONMENTAL FEE	General Fund	32.74
2025-11-14	GRANITE CONSTRUCTION CO	00586181	3072347	ENERGY SURCHARGE	General Fund	4.16
				Total for Payment No.:		4,055.64

Payment No: 729704

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	KNOWLAND GROUP, LLC	00586036	00310835	QTRLY BILLING OCT - DEC 2025	Deposit Funds.	4,002.00
				Total for Payment No.:		4,002.00

Payment No: 729666

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CDW GOVERNMENT	00585399	CM AF3DN6Z	PRICE ADJ ON PO 31393	General Government - Other	-298.78

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CDW GOVERNMENT	00585402	CM AF22E6H	PART REFUND - PO 31523	Public Education and Governmnt	-892.38
2025-10-31	CDW GOVERNMENT	00586126	AF8LX7H	PROLINE 10FT BLUE CAT 6A SHIEL	General Fund	16.64
2025-10-31	CDW GOVERNMENT	00586127	AG1752C	LOGITECH EXTEND J- SINGLE USB-	Fire Department	1,639.19
2025-10-31	CDW GOVERNMENT	00586127	AG1752C	WALL MOUNT FOR VIDEO BARS - RA	Fire Department	122.77
2025-10-31	CDW GOVERNMENT	00586127	AG1752C	CHIEF FUSION LARGE ADJUSTABLE	Fire Department	1,389.99
2025-10-31	CDW GOVERNMENT	00586128	AG1752I	SAMSUNG BE55D-H - 4K - BUSINES	Fire Department	1,907.51
2025-10-31	CDW GOVERNMENT	00586128	AG1752I	RECYCLING FEE 35" AND OVER	Fire Department	24.00
				Total for Payment No.:		3,908.94

Payment No: 729680

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ENGINEERS -CITY OF SANTA CLARA	00586256	09/28/25-10/25/25	UNION DUES B2522	Payroll Liability&ClearingAcct	3,847.56
				Total for Payment No.:		3,847.56

Payment No: 034741

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	STAPLES ADVANTAGE	00585686	7007093312-AUTO	OFFICE SUPPLIES	Fleet Operation Fund	247.46
2025-10-24	STAPLES ADVANTAGE	00585687	7007093312-BLDGINSP	OFFICE SUPPLIES	Building New Dvlpmnt Srvc Fee	66.24
2025-10-24	STAPLES ADVANTAGE	00585688	7007093312-CEMETERY	OFFICE SUPPLIES	Cemetery	66.63
2025-10-24	STAPLES ADVANTAGE	00585689	7007093312-CMO	OFFICE SUPPLIES	General Fund	159.93
2025-10-24	STAPLES ADVANTAGE	00585692	7007093312-ENG	OFFICE SUPPLIES	General Fund	43.98
2025-10-24	STAPLES ADVANTAGE	00585692	7007093312-ENG	OFFICE SUPPLIES	General Fund	43.98
2025-10-24	STAPLES ADVANTAGE	00585692	7007093312-ENG	OFFICE SUPPLIES	General Fund	68.75
2025-10-24	STAPLES ADVANTAGE	00585693	7007093312-FINANCE	OFFICE SUPPLIES	General Fund	35.48
2025-10-24	STAPLES ADVANTAGE	00585693	7007093312-FINANCE	OFFICE SUPPLIES	General Fund	115.63

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	STAPLES ADVANTAGE	00585694	7007093312-FIRE	OFFICE SUPPLIES	General Fund	111.55
2025-10-24	STAPLES ADVANTAGE	00585695	7007093312-HR	OFFICE SUPPLIES	General Fund	144.49
2025-10-24	STAPLES ADVANTAGE	00585696	7007093312-IT	OFFICE SUPPLIES	Information Technology Service	175.09
2025-10-24	STAPLES ADVANTAGE	00585697	7007093312-LIBRARY	OFFICE SUPPLIES	General Fund	274.77
2025-10-24	STAPLES ADVANTAGE	00585697	7007093312-LIBRARY	OFFICE SUPPLIES	General Fund	36.28
2025-10-24	STAPLES ADVANTAGE	00585697	7007093312-LIBRARY	OFFICE SUPPLIES NONTAXABLE	General Fund	32.44
2025-10-24	STAPLES ADVANTAGE	00585698	7007093312-PARK CRC	OFFICE SUPPLIES	General Fund	565.29
2025-10-24	STAPLES ADVANTAGE	00585699	7007093312-PARK TEEN	OFFICE SUPPLIES	General Fund	202.11
2025-10-24	STAPLES ADVANTAGE	00585700	7007093312-PARKYARD	OFFICE SUPPLIES	General Fund	107.65
2025-10-24	STAPLES ADVANTAGE	00585701	7007093312-PLANNING	OFFICE SUPPLIES	General Fund	88.51
2025-10-24	STAPLES ADVANTAGE	00585702	7007093312-POLICEDET	OFFICE SUPPLIES	General Fund	174.95
2025-10-24	STAPLES ADVANTAGE	00585703	7007093312-WATER	OFFICE SUPPLIES	Sewer Utility	55.49
2025-10-24	STAPLES ADVANTAGE	00585703	7007093312-WATER	OFFICE SUPPLIES	Water Utility	55.49
				Total for Payment No.:		2,872.19

Payment No: 729715

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MEMORIAL IMPRESSIONS INC.	00585284	27264	INSCRIPTION/INSTALL SERVICES	Cemetery	3,819.00
				Total for Payment No.:		3,819.00

Payment No: 034792

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	INTERSTATE TRAFFIC CONTROL	00585247	272691	MATERIALS - STREET - TRAFFIC	General Fund	3,783.75
				Total for Payment No.:		3,783.75

Payment No: 729579

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	TRUE NORTH COMPLIANCE SERVICES INC	00585558	25-09-053	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	3,777.40
				Total for Payment No.:		3,777.40

Payment No: 729495

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	BAY PRO	00585761	26502	AS NEEDED LANDSCAPE MAINT FOR	Water Utility	3,728.01
				Total for Payment No.:		3,728.01

Payment No: 729674

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	D&M TRAFFIC SERVICES	00585246	576966	MATERIALS - STREET - TRAFFIC	General Fund	109.13
2025-10-31	D&M TRAFFIC SERVICES	00585450	576959	TRAFFIC SUPPLIES - POC	General Fund	3,491.63
				Total for Payment No.:		3,600.76

Payment No: 730031

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SPOSETO ENGINEERING INC	00586991	S247585	LICK MILL BLVD PEDESTRIAN BEAC	Streets and Highways Capital F	3,725.00
2025-11-14	SPOSETO ENGINEERING INC	00586991	S247585	RETENTION	Streets and Highways Capital F	-186.25
				Total for Payment No.:		3,538.75

Payment No: 034752

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	UNITAS GLOBAL INC.	00585059	INV15047677	INTERNET SERVICES	Information Technology Service	1,710.28
2025-10-24	UNITAS GLOBAL INC.	00585060	INV15048202	INTERNET SERVICES	Information Technology Service	1,710.28
				Total for Payment No.:		3,420.56

Payment No: 034935

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	LINNEA SHEEHY	00587178	1094	CHANGE ORDER #6: ADDITIONAL FU	General Fund	3,415.33
				Total for Payment No.:		3,415.33

Payment No: 034706

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	GRAINGER	00584847	9658687018	MATERIALS - STREET - TRAFFIC	General Fund	187.11
2025-10-24	GRAINGER	00584920	9659467535	PARTS - STOCK	Fleet Operation Fund	34.59
2025-10-24	GRAINGER	00584935	9660905630	PARTS - STOCK	Fleet Operation Fund	438.47
2025-10-24	GRAINGER	00584936	9660576183	PARTS - SHOP	Fleet Operation Fund	40.92
2025-10-24	GRAINGER	00585016	9661434853	MATERIALS - STREET	General Fund	1,756.40
2025-10-24	GRAINGER	00585084	9668534259	PARTS - SHOP	Fleet Operation Fund	642.17
2025-10-24	GRAINGER	00585085	9666952107	PARTS - SHOP	Fleet Operation Fund	9.96
				Total for Payment No.:		3,109.62

Payment No: 730162

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SANTA CLARA WEEKLY	00586023	1250222	NOTICE INVTNG BIDS CE 20-21-11	Parks And Recreation	3,360.00
				Total for Payment No.:		3,360.00

Payment No: 729971

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PHASE 3 COMMUNICATIONS INC	00586601	65028-12 UTILITY REFUND	UTILITY REFUND	General Fund	3,328.00
				Total for Payment No.:		3,328.00

Payment No: 729737

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SANTA CLARA VALLEY HEALTH	00585273	H11319234200	SART 2508190145	General Fund	1,739.00
2025-10-31	SANTA CLARA VALLEY HEALTH	00585274	H11313348800	SART 2509050064	General Fund	1,500.00
				Total for Payment No.:		3,239.00

Payment No: 729991

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	TINYMOBILEROBOTS US LLC	00585938	6338	TINY MOBILE PAINT	General Fund	3,238.89
				Total for Payment No.:		3,238.89

Payment No: 729443

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CALIF SURVEY & DRAFTING SUPPLY	00585052	91600415	SURVEY VRS 1YR SUBSCRIPTION	General Fund	3,195.00
				Total for Payment No.:		3,195.00

Payment No: 729493

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	BANK UP CORP	00584750	6872	OUTSOURCE CASH RECEIPTS	General Fund	3,189.62
				Total for Payment No.:		3,189.62

Payment No: 034794

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	KEPT COMPANIES	00585968	x-K211554	ONSITE FLEET VEHICLE WASHING S	Fleet Operation Fund	2,063.49
				Total for Payment No.:		2,063.49

Payment No: 729563

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SANTA CLARA WEEKLY	00585825	1250204	1400 COLEMAN AVE CC 9/23/25	General Fund	1,512.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SANTA CLARA WEEKLY	00585826	1250216	1957 PRUNERIDGE AVE PC & CC	General Fund	1,652.00
				Total for Payment No.:		3,164.00

Payment No: 034709

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	GRANITE CONSTRUCTION CO	00584844	3054669	MATERIALS - STREET	General Fund	970.08
2025-10-24	GRANITE CONSTRUCTION CO	00584844	3054669	ENVIRONMENTAL FEE	General Fund	32.74
2025-10-24	GRANITE CONSTRUCTION CO	00584844	3054669	ENERGY SURCHARGE	General Fund	2.32
2025-10-24	GRANITE CONSTRUCTION CO	00584844	3054669	DUMP CHARGE	General Fund	250.00
2025-10-24	GRANITE CONSTRUCTION CO	00584845	3054670	MATERIALS - STREET	General Fund	1,387.02
2025-10-24	GRANITE CONSTRUCTION CO	00584845	3054670	ENVIRONMENTAL FEE	General Fund	16.37
2025-10-24	GRANITE CONSTRUCTION CO	00584845	3054670	ENERGY SURCHARGE	General Fund	3.33
2025-10-24	GRANITE CONSTRUCTION CO	00584846	3054668	MATERIALS - STREET	General Fund	469.32
2025-10-24	GRANITE CONSTRUCTION CO	00584846	3054668	ENVIRONMENTAL FEE	General Fund	16.37
2025-10-24	GRANITE CONSTRUCTION CO	00584846	3054668	ENERFY SURCHARGE	General Fund	1.12
				Total for Payment No.:		3,148.67

Payment No: 729702

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	KAISER PRECISION LLC	00585441	SCPD-2	vulcan munitions pole	General Fund	3,140.00
				Total for Payment No.:		3,140.00

Payment No: 034772

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	C2R ENGINEERING, INC.	00586065	24519-05 UTILITY REFUND	UTILITY REFUND	General Fund	3,137.44
				Total for Payment No.:		3,137.44

Payment No: 729526

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	KONE INC	00584982	871816176	CITY HALL	General Fund	78.20
2025-10-24	KONE INC	00584982	871816176	CENTRAL LIB	General Fund	478.02
2025-10-24	KONE INC	00584982	871816176	PD	General Fund	448.68
2025-10-24	KONE INC	00584982	871816176	GUN RANGE	General Fund	34.80
2025-10-24	KONE INC	00584982	871816176	SENIOR CENTER	General Fund	308.79
2025-10-24	KONE INC	00584982	871816176	BERMAN	General Fund	78.20
2025-10-24	KONE INC	00584982	871816176	TASMAN	General Fund	1,252.90
2025-10-24	KONE INC	00584982	871816176	FS 2	General Fund	130.79
2025-10-24	KONE INC	00584982	871816176	SCCC	Convention Cnt Maintenance Dis	156.40
2025-10-24	KONE INC	00584982	871816176	CRC	General Fund	34.80
				Total for Payment No.:		3,001.58

Payment No: 729869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SILVERADO CONTRACTORS INC.	00586542	24450-06 UTILITY REFUND	UTILITY REFUND	General Fund	3,102.68
				Total for Payment No.:		3,102.68

Payment No: 729723

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PACIFIC SURFACING INC	00586094	82026-05 UTILITY REFUND	UTILITY REFUND	General Fund	3,101.32
				Total for Payment No.:		3,101.32

Payment No: 730172

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	UNIQUE TOWING	00586316	T280482	tow fees	General Fund	1,085.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	UNIQUE TOWING	00586317	T280327	rv tow	General Fund	2,000.00
				Total for Payment No.:		3,085.00

Payment No: 729874

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	STROUSS BROTHERS CONSTRUCTION	00586545	24464-19 UTILITY REFUND	UTILITY REFUND	General Fund	3,072.13
				Total for Payment No.:		3,072.13

Payment No: 729570

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	STEVEN DOLEZAL	00585034	09-25	Psych Services	General Fund	3,040.00
				Total for Payment No.:		3,040.00

Payment No: 034686

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	AIRGAS USA, LLC	00584987	9165579536	MEDICAL OXYGEN	General Fund	542.61
				Total for Payment No.:		542.61

Payment No: 034720

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	LEHR	00584945	SI124102	PARTS - V3534	Fleet Operation Fund	997.33
2025-10-24	LEHR	00584946	SI124097	PARTS - V3799	Vehicle Replacement Fund	1,791.40
2025-10-24	LEHR	00585087	SI124488	PARTS - V3582	Fleet Operation Fund	226.94
				Total for Payment No.:		3,015.67

Payment No: 729816

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GB GROUP INC	00586602	66033-17 UTILITY REFUND	UTILITY REFUND	General Fund	3,003.03
				Total for Payment No.:		3,003.03

Payment No: 729954

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LC ACTION POLICE SUPPLY	00585876	480863	Body Armor	General Fund	999.59
2025-11-07	LC ACTION POLICE SUPPLY	00585877	480864	Body Armor - Clay	General Fund	999.59
2025-11-07	LC ACTION POLICE SUPPLY	00585878	480865	Body Armor - Huezo	General Fund	999.59
				Total for Payment No.:		2,998.77

Payment No: 034779

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	DLT SOLUTIONS LLC	00586143	SI713339	BUILD #110004671047 9/30/2025	Building New Dvlpmnt Srvc Fee	2,926.44
				Total for Payment No.:		2,926.44

Payment No: 034798

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MARILYN A DIPPELL	00585538	#2 2025	RSC Tutor Training Fall 2025	Library Operating Grant Fund	2,850.00
				Total for Payment No.:		2,850.00

Payment No: 729725

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PRECISION DIRECTIONAL BORING	00586095	82029-04 UTILITY REFUND	UTILITY REFUND	General Fund	2,848.38
				Total for Payment No.:		2,848.38

Payment No: 034812

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ROYAL COACH TOURS	00585202	34206	TRIP TO CARMEL OCT 9, 2025	General Fund	1,498.00
2025-10-31	ROYAL COACH TOURS	00586154	33395	SUMMER BUS TRANSPORTATION - FA	General Fund	1,335.00
				Total for Payment No.:		2,833.00

Payment No: 729562

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SANTA CLARA PLAYERS	00585720	2471OCT2025	2025 CRAZY QUILT CLUB EVENT	General Fund	2,819.57
				Total for Payment No.:		2,819.57

Payment No: 729497

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00585851	9508603	ISLAND LANDSCAPE CLEANUP & PRU	General Fund	2,200.00
2025-10-24	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00585851	9508603	EQUIPMENT FEE	General Fund	300.00
2025-10-24	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00585851	9508603	DISPOSAL FEE	General Fund	312.50
				Total for Payment No.:		2,812.50

Payment No: 729992

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	TMC SHOOTING RANGE SPECIALISTS	00585875	2552	Range Cleaning	General Fund	2,810.00
				Total for Payment No.:		2,810.00

Payment No: 729524

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	KAREN MURPHY LANSING	00585033	SCPD 82	Psych Services	General Fund	2,750.00
				Total for Payment No.:		2,750.00

Payment No: 729766

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ZOOMINFO TECHNOLOGIES LLC	00586035	110000309274	ZOOM SUBSCRIPTION 9/22-12/21	Deposit Funds.	2,748.75
				Total for Payment No.:		2,748.75

Payment No: 034833

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BOUND TREE MEDICAL LLC	00586813	85963578	AS NEEDED EMERGENCY MEDICAL SE	General Fund	662.36
2025-11-07	BOUND TREE MEDICAL LLC	00586813	85963578	AS NEEDED EMERGENCY MEDICAL SE	General Fund	152.44
2025-11-07	BOUND TREE MEDICAL LLC	00586815	85965497	AS NEEDED EMERGENCY MEDICAL SE	General Fund	1,925.19
				Total for Payment No.:		2,739.99

Payment No: 729712

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	LUPE LIMA	00585420	45109	rv tow fees	General Fund	2,000.00
2025-10-31	LUPE LIMA	00585421	23894	tow fees	General Fund	295.00
2025-10-31	LUPE LIMA	00585422	44904	tow fees	General Fund	442.50
				Total for Payment No.:		2,737.50

Payment No: 730173

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	UNITED SITE SERVICES INC	00586184	114-14147917	PORTABLE RESTROOM RENTAL SERV	General Fund	692.34
2025-11-14	UNITED SITE SERVICES INC	00586184	114-14147917	PORTABLE RESTROOM RENTAL SERV	General Fund	394.90
2025-11-14	UNITED SITE SERVICES INC	00586185	INV-5692168	PORTABLE RESTROOM RENTAL SERVI	General Fund	130.95
2025-11-14	UNITED SITE SERVICES INC	00586185	INV-5692168	PORTABLE RESTROOM RENTAL SERVI	General Fund	1,450.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,668.19

Payment No: 729541

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	NATEC INTERNATIONAL INC	00585766	220907	ON-SITE TRAINING COURSES ON AS	Water Utility	1,749.00
2025-10-24	NATEC INTERNATIONAL INC	00585766	220907	ON-SITE TRAINING COURSES ON SI	Sewer Utility	768.50
2025-10-24	NATEC INTERNATIONAL INC	00585766	220907	ON-SITE TRAINING COURSES	Water Recycling Program	132.50
				Total for Payment No.:		2,650.00

Payment No: 034715

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	INFOSEND INC	00584752	291212	TAX & LICENSE MAILING SERVICES	General Fund	735.92
2025-10-24	INFOSEND INC	00584752	291212	TAX & LICENSE MAILING SERVICES	General Fund	183.23
2025-10-24	INFOSEND INC	00584754	292428	TAX & LICENSE MAILING SERVICES	General Fund	257.89
2025-10-24	INFOSEND INC	00584754	292428	TAX & LICENSE MAILING SERVICES	General Fund	27.80
2025-10-24	INFOSEND INC	00584755	294393	TAX & LICENSE MAILING SERVICES	General Fund	1,247.86
2025-10-24	INFOSEND INC	00584755	294393	TAX & LICENSE MAILING SERVICES	General Fund	130.13
				Total for Payment No.:		2,582.83

Payment No: 034917

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	GOODYEAR COMMERCIAL TIRE & SERVICE	00586286	184-1103344	PARTS - STOCK	Fleet Operation Fund	2,566.60
2025-11-14	GOODYEAR COMMERCIAL TIRE & SERVICE	00586286	184-1103344	WASTE TIRE FEE	Fleet Operation Fund	5.25
				Total for Payment No.:		2,571.85

Payment No: 730071

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AT&T CALNET	00585774	24232835	PD MDC BACK UP WIRELESS	General Fund	2,558.45
				Total for Payment No.:		2,558.45

Payment No: 729946

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JOSEPH J ALBANESE INC	00586548	24520-21 UTILITY REFUND	UTILITY REFUND	General Fund	2,557.72
				Total for Payment No.:		2,557.72

Payment No: 730141

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	MDN COACHING & CONSULTING	00585936	004	August consulting services	Police Operating Grant Fund	2,550.00
				Total for Payment No.:		2,550.00

Payment No: 034684

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ACT, A DIVISION OF CCI	00585848	0492885-IN	WATER TREATMENT - CITY HALL	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585848	0492885-IN	OLD COURTHOUSE	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585848	0492885-IN	COMMUNITY RECREATION CENTER (C	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585848	0492885-IN	FIRE STATION 1	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585848	0492885-IN	CENTRAL LIBRARY	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585848	0492885-IN	NORTHSIDE LIBRARY	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585848	0492885-IN	POLICE	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585848	0492885-IN	TRITON	Public Buildings	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585849	0498581-IN	WATER TREATMENT - CITY HALL	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585849	0498581-IN	OLD COURTHOUSE	General Fund	106.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ACT, A DIVISION OF CCI	00585849	0498581-IN	COMMUNITY RECREATION CENTER (C	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585849	0498581-IN	FIRE STATION 1	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585849	0498581-IN	CENTRAL LIBRARY	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585849	0498581-IN	NORTHSIDE LIBRARY	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585849	0498581-IN	POLICE	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585849	0498581-IN	TRITON	Public Buildings	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585850	0501338-IN	WATER TREATMENT - CITY HALL	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585850	0501338-IN	OLD COURTHOUSE	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585850	0501338-IN	COMMUNITY RECREATION CENTER (C	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585850	0501338-IN	FIRE STATION 1	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585850	0501338-IN	CENTRAL LIBRARY	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585850	0501338-IN	NORTHSIDE LIBRARY	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585850	0501338-IN	POLICE	General Fund	106.00
2025-10-24	ACT, A DIVISION OF CCI	00585850	0501338-IN	TRITON	Public Buildings	106.00
				Total for Payment No.:		2,544.00

Payment No: 729944

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	J FLORES REMODELING INC	00585862	Steirer - 7	HOME REPAIR STEIRER 10585	H.U.D Capital Projects	2,522.00
2025-11-07	J FLORES REMODELING INC	00585862	Steirer - 7	HOME REPAIR STEIRER 10585	H.U.D Capital Projects	2,522.00
2025-11-07	J FLORES REMODELING INC	00585862	Steirer - 7	HOME REPAIR STEIRER 10585	H.U.D Capital Projects	-2,522.00
				Total for Payment No.:		2,522.00

Payment No: 034759

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CITY OF SANTA CLARA EMPLOYEES	00586266	09/28/25-10/25/25	UNION DUES B2522	Payroll Liability&ClearingAcct	2,521.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,521.00

Payment No: 730088

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CERTIFIED FOLDER DISPLAY SERVICE INC	00586990	INV40-005630	SEP25 VISITOR GUIDE SVCS	Deposit Funds.	2,513.90
				Total for Payment No.:		2,513.90

Payment No: 034943

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ORACLE AMERICA INC	00586917	102189057	PEOPLESOFT PROGRAM-RELATED SER	General Fund	2,464.00
				Total for Payment No.:		2,464.00

Payment No: 729515

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	FLEETPRIDE, INC.	00585082	129396493	PARTS - V3122	Fleet Operation Fund	605.63
2025-10-24	FLEETPRIDE, INC.	00585083	129295100	PARTS - V2950	Fleet Operation Fund	1,853.43
				Total for Payment No.:		2,459.06

Payment No: 034730

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MUNICIPAL MAINTENANCE EQUIPMNT	00584948	042186	PARTS - V3640	Fleet Operation Fund	665.89
2025-10-24	MUNICIPAL MAINTENANCE EQUIPMNT	00584949	042156	PARTS - V3507	Fleet Operation Fund	1,775.71
				Total for Payment No.:		2,441.60

Payment No: 729969

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PARS	00585469	58990	ARS PARS FEES - AUGUST 2025	General Fund	2,379.29
				Total for Payment No.:		2,379.29

Payment No: 729517

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	HD SUPPLY	00585521	891973059	JANITORIAL SUPPLY	General Fund	1,071.57
2025-10-24	HD SUPPLY	00585828	894153055	JANITORIAL SUPPLIES FOR POLICE	General Fund	90.84
2025-10-24	HD SUPPLY	00585829	896190089	JANITORIAL SUPPLIES FOR CITY H	General Fund	32.48
2025-10-24	HD SUPPLY	00585830	896190097	JANITORIAL SUPPLIES FOR STREET	General Fund	32.48
2025-10-24	HD SUPPLY	00585831	896190105	JANITORIAL SUPPLIES FOR WATER	Water Utility	32.48
2025-10-24	HD SUPPLY	00585832	896248200	JANITORIAL SUPPLIES FOR STREET	General Fund	564.26
2025-10-24	HD SUPPLY	00585834	896248226	JANITORIAL SUPPLIES FOR WATER	Water Utility	332.09
				Total for Payment No.:		2,156.20

Payment No: 729985

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	STANFORD HOSPITAL AND CLINICS	00585823	10002587	OCT 2025 PROFESSIONAL SERVICES	General Fund	2,296.00
				Total for Payment No.:		2,296.00

Payment No: 729568

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	STANFORD HOSPITAL AND CLINICS	00584568	10002384	SEP 2025 PROFESSIONAL SERVICES	General Fund	2,296.00
				Total for Payment No.:		2,296.00

Payment No: 034890

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AIR FILTER SUPPLY INC	00586323	IN1045534	AIR FILTERS	General Fund	2,295.28
				Total for Payment No.:		2,295.28

Payment No: 730103

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	EDELMAN CORP	00586327	256071	ACCESS CARDS	Public Buildings	1,362.45
2025-11-14	EDELMAN CORP	00586328	256072	ASSIST CARD SYSTEM	Public Buildings	450.76
2025-11-14	EDELMAN CORP	00586329	256073	TRAINING	Public Buildings	280.00
2025-11-14	EDELMAN CORP	00586330	256074	SERVICE CALL	Public Buildings	164.32
				Total for Payment No.:		2,257.53

Payment No: 729735

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SALVADOR DELGADO	00585249	39848OCT2025	BEE REMOVAL - 1345 LINCOLN	General Fund	2,250.00
				Total for Payment No.:		2,250.00

Payment No: 729511

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	FAST UNDERCAR SANTA CLARA	00584882	975121	PARTS - V3588	Fleet Operation Fund	39.62
2025-10-24	FAST UNDERCAR SANTA CLARA	00584888	977006	PARTS - V3024	Fleet Operation Fund	594.99
2025-10-24	FAST UNDERCAR SANTA CLARA	00584894	976467	PARTS - VSVAC7	Fleet Operation Fund	107.88
2025-10-24	FAST UNDERCAR SANTA CLARA	00584894	976467	CA BATTERY FEE - VSVAC7	Fleet Operation Fund	2.18
2025-10-24	FAST UNDERCAR SANTA CLARA	00584898	975576	PARTS - STOCK	Fleet Operation Fund	363.36
2025-10-24	FAST UNDERCAR SANTA CLARA	00584898	975576	CA BATTERY FEE - STOCK	Fleet Operation Fund	4.00
2025-10-24	FAST UNDERCAR SANTA CLARA	00584904	977442	PARTS - V1376	Fleet Operation Fund	114.61
2025-10-24	FAST UNDERCAR SANTA CLARA	00584904	977442	CA BATTERY FEE - V1376	Fleet Operation Fund	2.00
2025-10-24	FAST UNDERCAR SANTA CLARA	00584906	977511	PARTS - V3577	Fleet Operation Fund	310.14

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	FAST UNDERCAR SANTA CLARA	00584907	977521	PARTS - V3024	Fleet Operation Fund	210.00
2025-10-24	FAST UNDERCAR SANTA CLARA	00584915	977517	PARTS - V3577	Fleet Operation Fund	16.37
2025-10-24	FAST UNDERCAR SANTA CLARA	00584916	977241	PARTS - V3583	Fleet Operation Fund	14.86
2025-10-24	FAST UNDERCAR SANTA CLARA	00585078	978200	PARTS - V3725	Fleet Operation Fund	91.93
2025-10-24	FAST UNDERCAR SANTA CLARA	00585079	978221	PARTS - STOCK	Fleet Operation Fund	487.05
2025-10-24	FAST UNDERCAR SANTA CLARA	00585079	978221	CA BATTERY FEE - STOCK	Fleet Operation Fund	2.18
2025-10-24	FAST UNDERCAR SANTA CLARA	00585081	977809	CREDIT - RETURN	Fleet Operation Fund	-132.04
				Total for Payment No.:		2,229.13

Payment No: 034867

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	OMEGA INDUSTRIAL SUPPLY INC	00585719	166237	Terminator	General Fund	951.35
2025-11-07	OMEGA INDUSTRIAL SUPPLY INC	00585719	166237	Tombstone	General Fund	1,055.56
2025-11-07	OMEGA INDUSTRIAL SUPPLY INC	00585719	166237	work light	General Fund	191.40
				Total for Payment No.:		2,198.31

Payment No: 729821

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	HOLLAND PARTNER GROUP	00586546	24477-14 UTILITY REFUND	UTILITY REFUND	General Fund	2,170.00
				Total for Payment No.:		2,170.00

Payment No: 730111

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	FAST UNDERCAR SANTA CLARA	00585950	983714	PARTS - V3139	Fleet Operation Fund	50.15
2025-11-14	FAST UNDERCAR SANTA CLARA	00585951	983646	PARTS - STOCK	Fleet Operation Fund	660.49
2025-11-14	FAST UNDERCAR SANTA CLARA	00585951	983646	CA BATTERY FEE - STOCK	Fleet Operation Fund	4.00
2025-11-14	FAST UNDERCAR SANTA CLARA	00585952	983863	PARTS - V3505	Fleet Operation Fund	44.61

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	FAST UNDERCAR SANTA CLARA	00586283	985538	PARTS - V2753	Fleet Operation Fund	1,399.53
2025-11-14	FAST UNDERCAR SANTA CLARA	00586283	985538	CA BATTERY FEE - V2753	Fleet Operation Fund	4.00
				Total for Payment No.:		2,162.78

Payment No: 729993

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	TRIO COMMUNITY MEALS, LLC	00585852	INV2230072184	SRNUT OCTOBER 14 WEEK	Park and Rec Opr GrantTst Fund	2,153.30
				Total for Payment No.:		2,153.30

Payment No: 729782

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	BUILDING MATERIALS FOR THE RAN	General Fund	52.42
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	POWER STRIPS FOR COMPUTERS	General Fund	47.93
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	PARKING FOR WOMENS TRAINING CO	General Fund	8.00
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	GAS - TRANSPORTING SUSPECT	General Fund	70.00
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	PARKING FOR WORK CONFERENCE	General Fund	25.75
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	GAS	General Fund	60.00
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	GAS	General Fund	53.07
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	SUPPLIES	General Fund	82.35
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	CARDS	General Fund	17.46
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	FOOD FOR CSI OFFICERS	General Fund	72.83
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	FOOD FOR CSI OFFICERS	General Fund	56.53
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	FOOD FOR SAFETY PATROL PARTY	General Fund	35.85
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	FOOD FOR INVESTIGATING OFFICER	General Fund	81.56

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	FOOD FOR INVESTIGATING OFFICER	General Fund	48.20
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	GAS	General Fund	57.10
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	FOOD	General Fund	28.00
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	DRINKS FOR TRAFFIC UNIT	General Fund	61.99
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	GAS	General Fund	30.00
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	COFFEE	General Fund	30.95
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	DONUTS	General Fund	66.00
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	DRINKS AND SNACKS FOR PEACE	Police Operating Grant Fund	84.85
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	WATER	General Fund	47.92
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	GAS	General Fund	80.86
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	GAS	General Fund	47.96
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	GAS	General Fund	26.00
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	GAS	General Fund	57.70
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	DRINKS - DUI CHECK POINT	General Fund	47.22
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	PIZZA - DUI CHECK POINT	General Fund	74.93
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	FOOD FOR MOBILE FORCE MEETING	General Fund	92.04
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	GAS	General Fund	43.88
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	ANT TRAPS	General Fund	26.71
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	MECHANICAL PITCH COUNTERS	General Fund	17.48
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	CHICK-FIL-A	General Fund	45.05
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	SIGN HOLDER	General Fund	39.27
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	GAS	General Fund	20.00
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	GAS	General Fund	70.54
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	PARKING	General Fund	50.00
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	CLASS	General Fund	60.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	GAS	General Fund	85.01
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	PARKING	General Fund	44.00
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	VIDEO ITEMS	General Fund	72.16
2025-11-07	PETTY CASH-POLICE	00586667	2143OCT2025	CLEANERS	General Fund	30.00
				Total for Payment No.:		2,149.57

Payment No: 730080

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	BAY AREA WATER SUPPLY &	00586235	9387	2025 SEP WTR LOSS CONTROL PROG	Water Utility	2,110.00
				Total for Payment No.:		2,110.00

Payment No: 034910

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CLUB CARE INC	00579825	130918	FITNESS PARTS	General Fund	504.49
2025-11-14	CLUB CARE INC	00579825	130918	SERVICE REPAIR	General Fund	93.75
2025-11-14	CLUB CARE INC	00579825	130918	SHIPPING AND HANDLING	General Fund	21.49
2025-11-14	CLUB CARE INC	00579826	131383	JUNE MONTHLY MAINTENANCE	General Fund	560.00
2025-11-14	CLUB CARE INC	00586233	132838	FITNESS REPAIRS AND PARTS	General Fund	351.43
2025-11-14	CLUB CARE INC	00586234	133400	OCTOBER MONTHLY MAINTENANCE	General Fund	560.00
				Total for Payment No.:		2,091.16

Payment No: 729488

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	AT&T CALNET	00585049	000024079460	PD MDC WIRELESS	General Fund	2,087.68
				Total for Payment No.:		2,087.68

Payment No: 034864

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MT TIRE SERVICE, LLC	00586462	36968	TIRES	Fleet Operation Fund	482.52
2025-11-07	MT TIRE SERVICE, LLC	00586462	36968	TIRES	Fleet Operation Fund	821.44
2025-11-07	MT TIRE SERVICE, LLC	00586462	36968	CA TIRE TAX	Fleet Operation Fund	3.50
2025-11-07	MT TIRE SERVICE, LLC	00586829	36650	TIRES	Fleet Operation Fund	567.45
2025-11-07	MT TIRE SERVICE, LLC	00586829	36650	CA TIRE TAX	Fleet Operation Fund	7.00
2025-11-07	MT TIRE SERVICE, LLC	00586830	36651	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	45.00
2025-11-07	MT TIRE SERVICE, LLC	00586831	36916	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2025-11-07	MT TIRE SERVICE, LLC	00586832	36917	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	30.00
				Total for Payment No.:		2,076.91

Payment No: 034850

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GOODYEAR COMMERCIAL TIRE & SERVICE	00585894	184-1103291	PARTS - STOCK	Fleet Operation Fund	744.96
2025-11-07	GOODYEAR COMMERCIAL TIRE & SERVICE	00585894	184-1103291	CA WASTE TIRE FEE	Fleet Operation Fund	7.00
2025-11-07	GOODYEAR COMMERCIAL TIRE & SERVICE	00585895	184-1103286	PARTS - STOCK	Fleet Operation Fund	1,267.47
2025-11-07	GOODYEAR COMMERCIAL TIRE & SERVICE	00585895	184-1103286	CA WASTE TIRE FEE	Fleet Operation Fund	15.75
				Total for Payment No.:		2,035.18

Payment No: 730120

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	GOLDEN STATE EMERGENCY VEHICLE SERV, INC	00586284	CI052537	PARTS - V3288	Fleet Operation Fund	1,066.92
2025-11-14	GOLDEN STATE EMERGENCY VEHICLE SERV, INC	00586285	CI052594	PARTS - V3288	Fleet Operation Fund	961.24
				Total for Payment No.:		2,028.16

Payment No: 729934

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GLOBAL MUSIC RIGHTS, LLC	00585911	INV-GMR-121576	CRC Music License	General Fund	1,340.00
2025-11-07	GLOBAL MUSIC RIGHTS, LLC	00585911	INV-GMR-121576	Library Music License	General Fund	330.00
2025-11-07	GLOBAL MUSIC RIGHTS, LLC	00585911	INV-GMR-121576	Cultural Comm Music License	General Fund	330.00
				Total for Payment No.:		2,000.00

Payment No: 729700

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	JKAUR MARRIAGE & FAMILY THERAPY, INC.	00583885	SC19-11	CLIENT# SC19 SESSION# 12-16	General Fund	2,000.00
				Total for Payment No.:		2,000.00

Payment No: 729659

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	AMERICAN WATERWORKS ASSN	00585292	SO265459	LEADERSHIP ACADEMY	Water Utility	1,000.00
2025-10-31	AMERICAN WATERWORKS ASSN	00585292	SO265459	LEADERSHIP ACADEMY	Sewer Utility	1,000.00
				Total for Payment No.:		2,000.00

Payment No: W26099

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ALLIANT INSURANCE SVCS INC	00586908	3304611	GEN LIAB MUNICIPALITIES 24-25	Convention Cnt Maintenance Dis	1,978.99
				Total for Payment No.:		1,978.99

Payment No: 729500

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	COGENT COMMUNICATIONS	00585056	CITYOFSA00023OCT2025	INTERNET SERVICES	Information Technology Service	1,951.00
				Total for Payment No.:		1,951.00

Payment No: 034866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		1,940.00

Payment No: 729841

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LINDCO INC	00586543	24452-14 UTILITY REFUND	UTILITY REFUND	General Fund	1,904.71
				Total for Payment No.:		1,904.71

Payment No: 730147

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	OFFICE SOLUTIONS	00586336	12575	CLERKS OFFICE	Public Buildings	1,894.41
				Total for Payment No.:		1,894.41

Payment No: 003888

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-05	NAVIA BENEFIT SOLUTIONS, INC	00586505	11032900	DD: NAVIA ADMIN FEE OCT25	Payroll Liability&ClearingAcct	1,329.90
2025-11-05	NAVIA BENEFIT SOLUTIONS, INC	00586505	11032900	DD: NAVIA ADMIN FEE OCT25	Payroll Liability&ClearingAcct	18.65
2025-11-05	NAVIA BENEFIT SOLUTIONS, INC	00586505	11032900	DD: NAVIA ADMIN FEE OCT25	General Fund	81.35
2025-11-05	NAVIA BENEFIT SOLUTIONS, INC	00586505	11032900	DD: NAVIA ADMIN FEE OCT25	General Fund	431.29
				Total for Payment No.:		1,861.19

Payment No: 034919

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	GRAINGER-SAN JOSE	00586121	9670431122	ELECTRIC TIMERS	General Fund	812.59
2025-11-14	GRAINGER-SAN JOSE	00586122	9678200883	RECIP SAW BLADES	General Fund	52.82
2025-11-14	GRAINGER-SAN JOSE	00586177	9687215914	PARTS - SHOP	Fleet Operation Fund	17.05

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	GRAINGER-SAN JOSE	00586295	9688956276	MATERIALS - STREET	General Fund	115.99
2025-11-14	GRAINGER-SAN JOSE	00586331	9684863187	SUPPLIES	General Fund	252.25
2025-11-14	GRAINGER-SAN JOSE	00586332	9687206707	SUPPLIES	General Fund	577.16
				Total for Payment No.:		1,827.86

Payment No: 729967

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	OFFICE SOLUTIONS	00585931	12576	DPW SIT STAND	General Government - Other	833.65
2025-11-07	OFFICE SOLUTIONS	00585931	12576	DPW SIT STAND	General Fund	416.82
2025-11-07	OFFICE SOLUTIONS	00585931	12576	DPW LABOR	General Government - Other	383.32
2025-11-07	OFFICE SOLUTIONS	00585931	12576	DPW LABOR	General Fund	191.68
				Total for Payment No.:		1,825.47

Payment No: 034884

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	WECO INDUSTRIES LLC	00586678	0056442-IN	CABLE, FOR SEWER CUTTERS, 8 FT	Water Utility	1,497.20
2025-11-07	WECO INDUSTRIES LLC	00586678	0056442-IN	FREIGHT	Water Utility	320.00
				Total for Payment No.:		1,817.20

Payment No: 729614

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	American Asphalt	00586064	24498-07 UTILITY REFUND	UTILITY REFUND	General Fund	1,816.71
				Total for Payment No.:		1,816.71

Payment No: 034875

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	STAPLES ADVANTAGE	00586494	7007266371-BLDGINSP	OFFICE SUPPLIES	Building New Dvlpmnt Srvc Fee	222.41
2025-11-07	STAPLES ADVANTAGE	00586495	7007266371-CEMETERY	OFFICE SUPPLIES	Cemetery	67.75
2025-11-07	STAPLES ADVANTAGE	00586496	7007266371-CITYCLERK	OFFICE SUPPLIES	General Fund	66.83
2025-11-07	STAPLES ADVANTAGE	00586497	7007266371-FINANCE	OFFICE SUPPLIES	General Fund	220.07
2025-11-07	STAPLES ADVANTAGE	00586498	7007266371-FIRE	OFFICE SUPPLIES	General Fund	18.77
2025-11-07	STAPLES ADVANTAGE	00586498	7007266371-FIRE	OFFICE SUPPLIES	General Fund	18.77
2025-11-07	STAPLES ADVANTAGE	00586498	7007266371-FIRE	OFFICE SUPPLIES	General Fund	1.46
2025-11-07	STAPLES ADVANTAGE	00586498	7007266371-FIRE	OFFICE SUPPLIES	General Fund	1.46
2025-11-07	STAPLES ADVANTAGE	00586499	7007266371-HCS	OFFICE SUPPLIES	General Fund	100.66
2025-11-07	STAPLES ADVANTAGE	00586500	7007266371-PARKCH	OFFICE SUPPLIES	General Fund	148.13
2025-11-07	STAPLES ADVANTAGE	00586501	7007266371-PARK CRC	OFFICE SUPPLIES	General Fund	64.52
2025-11-07	STAPLES ADVANTAGE	00586502	7007266371-PLANNING	OFFICE SUPPLIES	General Fund	85.08
2025-11-07	STAPLES ADVANTAGE	00586502	7007266371-PLANNING	OFFICE SUPPLIES	General Fund	21.16
2025-11-07	STAPLES ADVANTAGE	00586502	7007266371-PLANNING	OFFICE SUPPLIES	General Fund	8.12
2025-11-07	STAPLES ADVANTAGE	00586502	7007266371-PLANNING	OFFICE SUPPLIES NON-TAXABLE	General Fund	28.98
2025-11-07	STAPLES ADVANTAGE	00586503	7007266371-POLICEDET	OFFICE SUPPLIES	General Fund	62.07
2025-11-07	STAPLES ADVANTAGE	00586503	7007266371-POLICEDET	OFFICE SUPPLIES	General Fund	355.49
2025-11-07	STAPLES ADVANTAGE	00586504	7007266371-SRCTR	OFFICE SUPPLIES	General Fund	318.80
				Total for Payment No.:		1,810.53

Payment No: 730006

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ZORO TOOLS INC.	00585937	INV17501000	BOTTLE FILLING STATION	General Fund	1,765.63
				Total for Payment No.:		1,765.63

Payment No: 034947

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SPORTS, FITNESS & KARATE INC	00587179	SCPR 2025 AUG-OCT 2025	CHANGE ORDER 3: ADDITIONAL FUN	General Fund	1,754.73
				Total for Payment No.:		1,754.73

Payment No: 729973

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	REBOUND BASKETBALL	00586773	015	ADDITIONAL FUNDING FOR ONGOING	General Fund	1,751.75
				Total for Payment No.:		1,751.75

Payment No: 729978

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SAFETY-KLEEN SYSTEMS INC	00585737	98344127	PARTS - HAZ MAT	Fleet Operation Fund	372.98
2025-11-07	SAFETY-KLEEN SYSTEMS INC	00585737	98344127	HAZ MAT - NON-TAXABLE	Fleet Operation Fund	1,365.40
				Total for Payment No.:		1,738.38

Payment No: 729588

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	WATERSAVERS IRRIGATION INC	00584891	3306218-00	RB REMOTE CONTROL VALVE	General Fund	718.75
2025-10-24	WATERSAVERS IRRIGATION INC	00584891	3306218-00	RB MODULAR CONTROLLER	General Fund	674.24
2025-10-24	WATERSAVERS IRRIGATION INC	00584891	3306218-00	RB SMART MODULE	General Fund	267.65
				Total for Payment No.:		1,660.64

Payment No: 729818

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GREYSTAR LP	00586547	24478-19 UTILITY REFUND	UTILITY REFUND	General Fund	1,652.53
				Total for Payment No.:		1,652.53

Payment No: 034806

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PIVOT INTERIORS	00586158	PJIN-000119817	HERMAN MILLER, AERON CHAIR, B	General Fund	1,297.75
2025-10-31	PIVOT INTERIORS	00586158	PJIN-000119817	DELIVERY	General Fund	354.66
				Total for Payment No.:		1,652.41

Payment No: 729708

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	LC ACTION POLICE SUPPLY	00585443	101325	helmet retention system	General Fund	1,645.26
				Total for Payment No.:		1,645.26

Payment No: 730067

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	A-Z CREATIVITY LLC	00587175	1067	Instructor Payments	General Fund	1,639.20
				Total for Payment No.:		1,639.20

Payment No: 034863

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LINDE GAS & EQUIPMENT INC.	00585939	52747093	GAS CYLINER RENTAL	General Fund	112.27
2025-11-07	LINDE GAS & EQUIPMENT INC.	00586450	52184436	DEMURRAGE 12%	Water Utility	180.15
				Total for Payment No.:		292.42

Payment No: 729581

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	U.S. ARMOR CORPORATION	00585028	50985	Body Armor - Wurdinger	General Fund	1,110.00
2025-10-24	U.S. ARMOR CORPORATION	00585029	50986	Outer Vest	Police Operating Grant Fund	500.00
				Total for Payment No.:		1,610.00

Payment No: 729465

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SAFETY ADVISORY FOR FIRE & FX IN ENTERTA	00585576	42435OCT2025	PYROTECHNICS TRAINING FOR CRRD	Fire New Dvlpmnt Srvc Fee	1,575.00
				Total for Payment No.:		1,575.00

Payment No: 034821

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	UNITED REFRIGERATION INC	00585513	15459603-00	SUPPLIES	General Fund	232.61
2025-10-31	UNITED REFRIGERATION INC	00585514	15821136-00	SUPPLIES	General Fund	1,279.69
				Total for Payment No.:		1,512.30

Payment No: 034934

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	LINDE GAS & EQUIPMENT INC.	00587224	51613431	DEMURRAGE 12%	Water Utility	180.15
				Total for Payment No.:		180.15

Payment No: 730154

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	RIGHT ANGLE DESIGN	00587054	6925	DESIGN & PROD FOR INSIDE SC	General Fund	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 034880

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	TONY JANOVICH	00586760	1006880	CHANGE ORDER #5: ADDITIONAL FU	General Fund	1,492.40
				Total for Payment No.:		1,492.40

Payment No: 034959

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	WAXIE SANITARY SUPPLY	00586217	83590389	STATION SUPPLIES	General Fund	1,467.16

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,467.16

Payment No: 729520

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	IMPERIAL DADE WEST COAST	00584886	39203843	ABSOLUTE SANITIZER	General Fund	1,113.73
2025-10-24	IMPERIAL DADE WEST COAST	00584886	39203843	NITRILE GLOVES	General Fund	349.42
				Total for Payment No.:		1,463.15

Payment No: 730046

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	VERA YAMPOLSKAYA	00570375	75085-01 UTILITY REFUNDA	UTILITY REFUND	General Fund	1,462.40
				Total for Payment No.:		1,462.40

Payment No: 034956

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	TRITON MUSEUM OF ART	00587048	2887OCT2025A	FY24/25 WARBURTON NATIVE AMERI	Non-Expendable Trust	1,459.00
				Total for Payment No.:		1,459.00

Payment No: 034911

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	COAST COUNTIES TRUCK	00585944	01259669P	PARTS - STOCK	Fleet Operation Fund	130.60
2025-11-14	COAST COUNTIES TRUCK	00585946	01259679P	PARTS - V3196	Fleet Operation Fund	535.41
2025-11-14	COAST COUNTIES TRUCK	00586042	01259667P	PARTS - V#3640	Fleet Operation Fund	484.46
2025-11-14	COAST COUNTIES TRUCK	00586282	01259960P	PARTS - V3121	Fleet Operation Fund	298.20
				Total for Payment No.:		1,448.67

Payment No: 729621

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	JOSEPH THAYER	00586060	18726-07 UTILITY REFUND	UTILITY REFUND	General Fund	697.72
2025-10-31	JOSEPH THAYER	00586061	18729-07 UTILITY REFUND	UTILITY REFUND	General Fund	652.55
2025-10-31	JOSEPH THAYER	00586062	18732-07 UTILITY REFUND	UTILITY REFUND	General Fund	58.25
				Total for Payment No.:		1,408.52

Payment No: 729632

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SHIHUA USA INC	00586059	17622-05 UTILITY REFUND	UTILITY REFUND	General Fund	1,384.97
				Total for Payment No.:		1,384.97

Payment No: 729616

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CORTEX INC	00586081	62534-10 UTILITY REFUND	UTILITY REFUND	General Fund	1,344.66
				Total for Payment No.:		1,344.66

Payment No: 730025

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	NORMANDY HOUSE	00574425	31459-01 UTILITY REFUND	UTILITY REFUND	General Fund	1,344.15
				Total for Payment No.:		1,344.15

Payment No: 730138

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	LUPE LIMA	00586315	44927	tow from oakland	General Fund	1,007.50
2025-11-14	LUPE LIMA	00586319	44868	tow fees	General Fund	310.00
				Total for Payment No.:		1,317.50

Payment No: 729972

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PINE CONE LUMBER CO	00585710	290983	lumber	General Fund	594.03
2025-11-07	PINE CONE LUMBER CO	00585710	290983	ca lpa 1%	General Fund	5.00
2025-11-07	PINE CONE LUMBER CO	00585711	290977	lumber	General Fund	428.99
2025-11-07	PINE CONE LUMBER CO	00585711	290977	ca lpa 1%	General Fund	3.93
2025-11-07	PINE CONE LUMBER CO	00585940	291439	LUMBER	General Fund	259.29
2025-11-07	PINE CONE LUMBER CO	00585940	291439	CA LPA 1%	General Fund	2.38
				Total for Payment No.:		1,293.62

Payment No: 034763

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PUBLIC SAFETY NON-SWORN	00586265	09/28/25-10/25/25	UNION DUES B2522	Payroll Liability&ClearingAcct	1,275.00
				Total for Payment No.:		1,275.00

Payment No: 729707

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	LANGUAGE LINE SOLUTIONS	00585407	11735612	LANGUAGE LINE SVCS SEPT 2025	Information Technology Service	1,267.62
				Total for Payment No.:		1,267.62

Payment No: 729742

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	STEVENS CREEK XPRESS CAR WASH	00585467	27-013	CAR WASH - SEPT 2025	Fleet Operation Fund	1,260.00
				Total for Payment No.:		1,260.00

Payment No: 729688

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GRANICUS LLC	00586134	215725	SIMPLEVIEW CRM LICENSING OCT	Deposit Funds.	1,255.34

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				2		
				Total for Payment No.:		1,255.34

Payment No: 729927

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ELIZABETH RAWSON, MD	00585788	467-4	CLIENT# 467 SESSION# 10-13	General Fund	1,000.00
2025-11-07	ELIZABETH RAWSON, MD	00586819	981-2	CLIENT # 981 SESSION #5	General Fund	250.00
				Total for Payment No.:		1,250.00

Payment No: 034908

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CINTAS FIRE PROTECTION #F44	00587060	0F44859820	CUSTOMER #3755 TAXABLE	General Fund	425.01
2025-11-14	CINTAS FIRE PROTECTION #F44	00587060	0F44859820	CUSTOMER #3755 NONTAXABLE	General Fund	399.20
2025-11-14	CINTAS FIRE PROTECTION #F44	00587223	0F44858527	CUSTOMER #3751 - 1250 HOPE DR	General Fund	64.47
2025-11-14	CINTAS FIRE PROTECTION #F44	00587223	0F44858527	CUSTOMER #3751 - 1250 HOPE DR	General Fund	10.43
				Total for Payment No.:		899.11

Payment No: 730157

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	RYLAND CUSTOM WELDING INC	00585960	10202025-1	LABOR - WO 159268, V3799	Vehicle Replacement Fund	1,240.00
				Total for Payment No.:		1,240.00

Payment No: 729530

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	LIFE SCAN WELLNESS CENTERS	00585544	3929	LIFE SCAN WELLNESS MEDICAL EVA	General Fund	1,227.00
				Total for Payment No.:		1,227.00

Payment No: 729952

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LAURA GOOSSENS PSYCHOTHERAPY	00585787	1681	CLIENT# 543 SESSION# 13-17	General Fund	1,225.00
				Total for Payment No.:		1,225.00

Payment No: 729572

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		120.49

Payment No: 730155

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ROSS RECREATION EQUIPMENT INC	00586123	I28587	IRON BENCH SUPPORT & PARTS	General Fund	1,202.53
				Total for Payment No.:		1,202.53

Payment No: 729953

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LAW ENFORCEMENT PSYCHOLOGICAL	00585872	35323	Psych Eval	General Fund	1,200.00
				Total for Payment No.:		1,200.00

Payment No: 034760

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CITY OF SANTA CLARA UNIT 9	00586262	09/28/25-10/25/25	UNION DUES B2522	Payroll Liability&ClearingAcct	1,185.00
				Total for Payment No.:		1,185.00

Payment No: 729561

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SAN JOSE BMW	00584998	4419437	FLEET - PARTS - STOCK	Fleet Operation Fund	1,182.05
				Total for Payment No.:		1,182.05

Payment No: 729594

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ZORO TOOLS INC.	00584887	INV17396167	BATTERIES	General Fund	1,175.27
				Total for Payment No.:		1,175.27

Payment No: 034707

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	GRAINGER-SAN JOSE	00584544	9566939931	MATERIALS - STREET - STORM	General Fund	581.51
2025-10-24	GRAINGER-SAN JOSE	00584545	9584772595	MATERIALS - STREET - STORM	General Fund	57.60
2025-10-24	GRAINGER-SAN JOSE	00584546	9584772587	MATERIALS - STREET - STORM	General Fund	197.95
				Total for Payment No.:		837.06

Payment No: 034891

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AIRGAS USA, LLC	00586212	9166085142	MEDICAL OXYGEN	General Fund	281.82
				Total for Payment No.:		281.82

Payment No: 729615

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CALIFORNIA DRYWALL	00586085	75285-02 UTILITY REFUND	UTILITY REFUND	General Fund	1,135.75
				Total for Payment No.:		1,135.75

Payment No: 730185

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	WORLD JOURNAL SF LLC	00586114	2026	1241 AD PR	General Fund	1,100.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,100.00

Payment No: 730142

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	MOUTON TRAINING & COUNSULTING	00586816	45918	Hands-on Classroom Training fo	Information Technology Service	1,100.00
				Total for Payment No.:		1,100.00

Payment No: 729461

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ONCE UPON A PONY AND PETTING ZOO	00585556	70346	PETTING ZOO SERVICES FOR 2025	General Fund	1,100.00
				Total for Payment No.:		1,100.00

Payment No: 729538

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MOUNTAIN VIEW GARDEN CENTER	00584841	118518	MATERIALS - STREET - P&B	General Fund	365.30
2025-10-24	MOUNTAIN VIEW GARDEN CENTER	00584842	118511	MATERIALS - STREET - P&B	General Fund	730.59
				Total for Payment No.:		1,095.89

Payment No: 729576

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	TECHCON CONSTRUCTION	00584779	42437OCT2025	Tech fee - PC BDIV & Permit	General Fund	1,089.72
				Total for Payment No.:		1,089.72

Payment No: 729877

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	USA CONSTRUCTION MGMT IN	00586600	65028-11 UTILITY REFUND	UTILITY REFUND	General Fund	1,087.17
				Total for Payment No.:		1,087.17

Payment No: 729591

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	WRECO	00585746	1200763367	AGREEMENT FOR THE GREAT AMERIC	Streets and Highways Capital F	1,083.37
				Total for Payment No.:		1,083.37

Payment No: 730094

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	D&M TRAFFIC SERVICES	00585993	577132	MATERIALS - STREET	General Fund	130.16
2025-11-14	D&M TRAFFIC SERVICES	00587249	577149	PAINT, MARKING, WHITE. AERVOE	Water Utility	157.14
2025-11-14	D&M TRAFFIC SERVICES	00587249	577149	PAINT, MARKING, BLUE. AERVOE #	Water Utility	235.71
2025-11-14	D&M TRAFFIC SERVICES	00587249	577149	PAINT, MARKING, GREEN. AERVOE	Water Utility	314.28
				Total for Payment No.:		837.29

Payment No: 729745

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	T-MOBILE USA INC	00585277	L2510149185	Cell Area Dump 2508310068	General Fund	150.00
2025-10-31	T-MOBILE USA INC	00585278	L2510149172	Cell Area Dump	General Fund	200.00
2025-10-31	T-MOBILE USA INC	00585280	L2510149206	Ping/ Locate 2506130085	General Fund	115.00
2025-10-31	T-MOBILE USA INC	00585287	9619614162	Timing Advance	General Fund	50.00
2025-10-31	T-MOBILE USA INC	00585289	9619614163	GPS Locate/Timing Advance	General Fund	165.00
2025-10-31	T-MOBILE USA INC	00585291	9619614164	GPS Locate	General Fund	115.00
2025-10-31	T-MOBILE USA INC	00585293	9619614166	GPS Locate 2509180999	General Fund	115.00
2025-10-31	T-MOBILE USA INC	00585294	L2509220917	Emergency Ping 2504080114	General Fund	165.00
				Total for Payment No.:		1,075.00

Payment No: 729670

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CORODATA RECORDS	00586010	RS7113436	OFFSITE RECORDS MGMT	General Fund	61.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	MANAGEMENT, INC			STORAGE		
2025-10-31	CORODATA RECORDS MANAGEMENT, INC	00586011	RS3741549	OFFSITE RECORDS MGMT STORAGE	General Fund	1,012.87
				Total for Payment No.:		1,074.37

Payment No: 729645

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CA FRANCHISE TAX BOARD	00586250	10/12/25-10/25/25TL	WAGE ATTACHMENT B2522	Payroll Liability&ClearingAcct	1,073.63
				Total for Payment No.:		1,073.63

Payment No: 729540

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	NAPA AUTO PARTS	00584950	043603	FLEET - PARTS - V3733	Fleet Operation Fund	4.97
2025-10-24	NAPA AUTO PARTS	00584951	043715	FLEET - PARTS - V1376	Fleet Operation Fund	6.21
2025-10-24	NAPA AUTO PARTS	00584953	043742	FLEET - PARTS - STOCK	Fleet Operation Fund	136.57
2025-10-24	NAPA AUTO PARTS	00584954	043884	FLEET - PARTS - V3024	Fleet Operation Fund	10.90
2025-10-24	NAPA AUTO PARTS	00584956	043713	FLEET - PARTS - V3766	Fleet Operation Fund	18.21
2025-10-24	NAPA AUTO PARTS	00584960	039849	FLEET - PARTS - SHOP	Fleet Operation Fund	37.65
2025-10-24	NAPA AUTO PARTS	00584964	040607	FLEET - PARTS - V3182	Fleet Operation Fund	21.80
2025-10-24	NAPA AUTO PARTS	00584967	041005	FLEET - PARTS - STOCK	Fleet Operation Fund	387.06
2025-10-24	NAPA AUTO PARTS	00584968	041227	FLEET - PARTS - STOCK	Fleet Operation Fund	44.69
2025-10-24	NAPA AUTO PARTS	00584969	042189	FLEET - PARTS - V3115	Fleet Operation Fund	4.68
2025-10-24	NAPA AUTO PARTS	00584972	042822	FLEET - PARTS - V2899	Fleet Operation Fund	18.39
2025-10-24	NAPA AUTO PARTS	00584973	042724	FLEET - PARTS - V2938	Fleet Operation Fund	7.99
2025-10-24	NAPA AUTO PARTS	00584974	042341	FLEET - PARTS - STOCK	Fleet Operation Fund	364.47
2025-10-24	NAPA AUTO PARTS	00585088	044092	PARTS - V3703	Fleet Operation Fund	8.68
				Total for Payment No.:		1,072.27

Payment No: 034912

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	COMCAST	00587165	10/23/25AC8155400650182213	CH 1500 WARBURTON AVE	Information Technology Service	205.16
2025-11-14	COMCAST	00587165	10/23/25AC8155400650182213	IT 1405 CIVIC CNTR DR	Information Technology Service	46.29
2025-11-14	COMCAST	00587165	10/23/25AC8155400650182213	FIRE 1990 WALSH AVE	General Fund	127.41
2025-11-14	COMCAST	00587165	10/23/25AC8155400650182213	FIRE 1177 ALVISO ST	General Fund	61.77
2025-11-14	COMCAST	00587165	10/23/25AC8155400650182213	PD 601 EL CAMINO REAL	General Fund	253.90
2025-11-14	COMCAST	00587165	10/23/25AC8155400650182213	PD 3992 RIVERMARK PLZ	General Fund	29.88
2025-11-14	COMCAST	00587165	10/23/25AC8155400650182213	SR CNTR 1303 FREMONT ST	General Fund	148.37
2025-11-14	COMCAST	00587165	10/23/25AC8155400650182213	PARK TEEN 2446 CABRILLO AVE	General Fund	178.59
				Total for Payment No.:		1,051.37

Payment No: 034729

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MT TIRE SERVICE, LLC	00585545	36528	TIRES	Fleet Operation Fund	92.76
2025-10-24	MT TIRE SERVICE, LLC	00585622	36885	TIRES	Fleet Operation Fund	851.18
2025-10-24	MT TIRE SERVICE, LLC	00585622	36885	CA TIRE TAX	Fleet Operation Fund	7.00
2025-10-24	MT TIRE SERVICE, LLC	00585624	36886	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	100.00
				Total for Payment No.:		1,050.94

Payment No: 034687

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
				LEGAL SVS		
				Total for Payment No.:		1,050.00

Payment No: 729923

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	DAVID'S RALLY WHEELS, INC.	00585893	101681	TIRE DISPOSAL - FLEET	Fleet Operation Fund	1,043.00
				Total for Payment No.:		1,043.00

Payment No: 729571

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	STEVENS CREEK HYUNDAI	00580689	11738X2	PARTS - SEE CREDIT	Fleet Operation Fund	458.71
2025-10-24	STEVENS CREEK HYUNDAI	00580690	CM11738X2	CREDIT - PARTS	Fleet Operation Fund	-458.71
2025-10-24	STEVENS CREEK HYUNDAI	00585012	50299	FLEET - LABOR - V3585	Fleet Operation Fund	932.98
2025-10-24	STEVENS CREEK HYUNDAI	00585012	50299	FLEET - PARTS - V3585	Fleet Operation Fund	106.52
				Total for Payment No.:		1,039.50

Payment No: 034813

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SCOTT'S PPE RECON INC	00585043	40315	9/2025 TURNOUT REPAIR TAXABLE	General Fund	38.19
2025-10-31	SCOTT'S PPE RECON INC	00585043	40315	9/2025 TURNOUT REPAIR NONTAX	General Fund	995.50
				Total for Payment No.:		1,033.69

Payment No: 729942

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	IMPERIAL SPRINKLER SUPPLY	00585713	0022899605-002	rb brass valve	General Fund	868.76
2025-11-07	IMPERIAL SPRINKLER SUPPLY	00585716	0023711493-001	landscaping tools	General Fund	163.67
				Total for Payment No.:		1,032.43

Payment No: 730143

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	NAPA AUTO PARTS	00585954	047060	PARTS - STOCK	Fleet Operation Fund	294.17
2025-11-14	NAPA AUTO PARTS	00585955	047003	PARTS - V3196	Fleet Operation Fund	18.39

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	NAPA AUTO PARTS	00585956	046941	PARTS - V3550	Fleet Operation Fund	26.00
2025-11-14	NAPA AUTO PARTS	00585957	047147	PARTS - V3751	Fleet Operation Fund	10.36
2025-11-14	NAPA AUTO PARTS	00585958	046754	PARTS - SHOP	Fleet Operation Fund	130.94
2025-11-14	NAPA AUTO PARTS	00585959	046556	PARTS - V3742 - RETURNED	Fleet Operation Fund	93.98
2025-11-14	NAPA AUTO PARTS	00586043	047512	PARTS - V#3236	Fleet Operation Fund	9.50
2025-11-14	NAPA AUTO PARTS	00586287	048302	PARTS - V3758	Fleet Operation Fund	43.67
2025-11-14	NAPA AUTO PARTS	00586288	048572	PARTS - STOCK	Fleet Operation Fund	106.87
2025-11-14	NAPA AUTO PARTS	00586289	048602	PARTS - STOCK	Fleet Operation Fund	75.69
2025-11-14	NAPA AUTO PARTS	00586290	048403	PARTS - STOCK	Fleet Operation Fund	137.39
2025-11-14	NAPA AUTO PARTS	00586291	048309	PARTS - V3758	Fleet Operation Fund	12.18
2025-11-14	NAPA AUTO PARTS	00586292	048603	PARTS - V3223	Fleet Operation Fund	45.80
2025-11-14	NAPA AUTO PARTS	00586293	048509	PARTS - V3140	Fleet Operation Fund	23.53
				Total for Payment No.:		1,028.47

Payment No: 729933

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	FAST UNDERCAR SANTA CLARA	00585731	981607	PARTS - V3385	Fleet Operation Fund	246.20
2025-11-07	FAST UNDERCAR SANTA CLARA	00585731	981607	CA BATTERY FEE - V3385	Fleet Operation Fund	2.18
2025-11-07	FAST UNDERCAR SANTA CLARA	00585762	980799	PARTS - STOCK	Fleet Operation Fund	445.28
2025-11-07	FAST UNDERCAR SANTA CLARA	00585762	980799	CA BATTERY FEE	Fleet Operation Fund	2.18
2025-11-07	FAST UNDERCAR SANTA CLARA	00585763	981119	PARTS - V#3146	Fleet Operation Fund	327.53
				Total for Payment No.:		1,023.37

Payment No: 729626

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PSC ELECTRONICS	00586079	61709-01 UTILITY REFUND	UTILITY REFUND	General Fund	1,002.21
				Total for Payment No.:		1,002.21

Payment No: 730028

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SAN FRANCISCO BAY CONSERVATION	00578253	41925JUN2025	PRMT# M2024.028.00 CRK TRAIL	Streets and Highways Capital F	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 730023

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	NATHAN FORD	00586950	32322OCT2025	ROPE RESCUE TECH REIMBURSEMENT	General Fund	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 730133

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	LC ACTION POLICE SUPPLY	00586163	481107	Body Armor - Anaya	General Fund	999.59
				Total for Payment No.:		999.59

Payment No: 729772

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JUNGWOON PARK	00586442	39587OCT2025	SEISMIC FOR PE LICENSE	General Fund	991.00
				Total for Payment No.:		991.00

Payment No: 729681

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	FAST UNDERCAR SANTA CLARA	00585457	979033	PARTS - V#3440	Fleet Operation Fund	210.22
2025-10-31	FAST UNDERCAR SANTA CLARA	00585458	979145	PARTS - V#3440	Fleet Operation Fund	729.93
2025-10-31	FAST UNDERCAR SANTA CLARA	00585459	980362	PARTS - V#3614	Fleet Operation Fund	39.62
				Total for Payment No.:		979.77

Payment No: 730040

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CONNOR CASE	00576821	55905-07 UTILITY REFUND	UTILITY REFUND	General Fund	976.29
				Total for Payment No.:		976.29

Payment No: 730073

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AT&T CALNET	00586230	000024263561	TASMAN GARAGE ANALOG LINES	General Fund	973.72
				Total for Payment No.:		973.72

Payment No: 729487

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	AT&T CALNET	00585045	000024115708	TASMAN GARAGE ANALOG LINES	General Fund	973.71
				Total for Payment No.:		973.71

Payment No: 034796

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	LINCOLN AQUATICS	00585412	36169934	LIQUID CHLORINE	General Fund	960.95
				Total for Payment No.:		960.95

Payment No: 730177

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	VERIZON WIRELESS	00586277	6126777243	FIRE CRRD WIRELESS	General Fund	185.56
2025-11-14	VERIZON WIRELESS	00586277	6126777243	FIRE CRRD WIRELESS	Fire CUPA program Fund	185.56
2025-11-14	VERIZON WIRELESS	00586277	6126777243	FIRE CRRD WIRELESS	General Fund	278.34
2025-11-14	VERIZON WIRELESS	00586277	6126777243	FIRE CRRD WIRELESS	Fire New Dvlpmnt Srvc Fee	231.95
2025-11-14	VERIZON WIRELESS	00586277	6126777243	FIRE RADIOS	General Fund	76.02
				Total for Payment No.:		957.43

Payment No: 729757

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	VERIZON WIRELESS	00585151	6124290177	FIRE CRRD WIRELESS	General Fund	185.52
2025-10-31	VERIZON WIRELESS	00585151	6124290177	FIRE CRRD WIRELESS	Fire CUPA program Fund	185.52
2025-10-31	VERIZON WIRELESS	00585151	6124290177	FIRE CRRD WIRELESS	General Fund	278.28
2025-10-31	VERIZON WIRELESS	00585151	6124290177	FIRE CRRD WIRELESS	Fire New Dvlpmnt Srvc Fee	231.90
2025-10-31	VERIZON WIRELESS	00585151	6124290177	FIRE RADIOS	General Fund	76.02
				Total for Payment No.:		957.24

Payment No: 729968

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PACIFIC COAST SEED INC	00585704	12-18101	custom seed mix	General Fund	654.75
2025-11-07	PACIFIC COAST SEED INC	00585704	12-18101	freight	General Fund	302.00
				Total for Payment No.:		956.75

Payment No: 729452

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	HANSON, RIKKI	00585641	41016OCT2025	FIR BUILDING PLANS COMMERCIAL	Fire New Dvlpmnt Srvc Fee	904.00
2025-10-24	HANSON, RIKKI	00585641	41016OCT2025	FIR TECHNOLOGY FEE	General Fund	30.46
				Total for Payment No.:		934.46

Payment No: 730027

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SAMARA LIVING INC	00586940	42498OCT2025	REFUND PLN25-00414	General Fund	915.00
				Total for Payment No.:		915.00

Payment No: 729593

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ZOLL DATA SYSTEMS INC	00584687	INV00211750	OCT 2025 MAINTENANCE FEES	General Fund	904.11
				Total for Payment No.:		904.11

Payment No: 729483

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ALLIED AUTO STORES	00585074	01IJ0019	PARTS - V3495	Fleet Operation Fund	367.33
2025-10-24	ALLIED AUTO STORES	00585075	02JR2125	PARTS - V3495	Fleet Operation Fund	527.76
				Total for Payment No.:		895.09

Payment No: 729554

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	REBOUND BASKETBALL	00585750	011	ADDITIONAL FUNDING FOR ONGOING	General Fund	893.75
				Total for Payment No.:		893.75

Payment No: 730131

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	KONE INC	00586335	921765794	FS 2	General Fund	892.87
				Total for Payment No.:		892.87

Payment No: 729979

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SANTA CLARA LIGHTING, INC.	00585712	35467	led retrofit kit	General Fund	261.25
2025-11-07	SANTA CLARA LIGHTING, INC.	00585718	35472	led ballast retrofit kit	General Fund	215.74
2025-11-07	SANTA CLARA LIGHTING, INC.	00585932	35494	CENTRAL LIB	General Fund	152.72
2025-11-07	SANTA CLARA LIGHTING, INC.	00585933	35301	SUPPLIES	General Fund	56.09
2025-11-07	SANTA CLARA LIGHTING, INC.	00585934	35029	CITY HALL	General Fund	200.68
				Total for Payment No.:		886.48

Payment No: 729705

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	KONE INC	00585509	921750138	TASMAN	General Fund	871.10
				Total for Payment No.:		871.10

Payment No: 730092

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	COSTAR REALTY INFORMATION INC	00586999	122680151	COSTAR SUBSCRIPTION SEP25	Deposit Funds.	860.00
				Total for Payment No.:		860.00

Payment No: 034876

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SUMMIT UNIFORMS	00585846	33159	PSD II Uniform	General Fund	365.31
2025-11-07	SUMMIT UNIFORMS	00585853	32777	Crossing Gd. Uniforms	General Fund	165.16
2025-11-07	SUMMIT UNIFORMS	00585882	33386	Unifrom TC C. Felix Ocha	General Fund	21.88
2025-11-07	SUMMIT UNIFORMS	00585883	32990	Uniform SEO J. Ponciano	General Fund	301.88
				Total for Payment No.:		854.23

Payment No: 730165

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SUNNYVALE FORD	00585964	265444	PARTS - V3535	Fleet Operation Fund	129.08
2025-11-14	SUNNYVALE FORD	00585964	265444	CA BATTERY FEE - V3535	Fleet Operation Fund	2.18
				Total for Payment No.:		131.26

Payment No: 729690

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GYM DOCTORS	00585040	00172306	ST 5 TREADMILL SERV NONTAX	General Fund	349.00
2025-10-31	GYM DOCTORS	00585040	00172306	ST 5 TREADMILL SERV TAXABLE	General Fund	500.72
				Total for Payment No.:		849.72

Payment No: 034889

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ACT, A DIVISION OF CCI	00587200	0503955-IN	WATER TREATMENT - CITY HALL	General Fund	106.00
2025-11-14	ACT, A DIVISION OF CCI	00587200	0503955-IN	OLD COURTHOUSE	General Fund	106.00
2025-11-14	ACT, A DIVISION OF CCI	00587200	0503955-IN	COMMUNITY RECREATION CENTER (C	General Fund	106.00
2025-11-14	ACT, A DIVISION OF CCI	00587200	0503955-IN	FIRE STATION 1	General Fund	106.00
2025-11-14	ACT, A DIVISION OF CCI	00587200	0503955-IN	CENTRAL LIBRARY	General Fund	106.00
2025-11-14	ACT, A DIVISION OF CCI	00587200	0503955-IN	NORTHSIDE LIBRARY	General Fund	106.00
2025-11-14	ACT, A DIVISION OF CCI	00587200	0503955-IN	POLICE	General Fund	106.00
2025-11-14	ACT, A DIVISION OF CCI	00587200	0503955-IN	TRITON	Public Buildings	106.00
				Total for Payment No.:		848.00

Payment No: W26101

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	MISSIONSQUARE RETIREMENT	00587288	10/26/25-11/08/25A	WT: B2523 457 PLN CONTRIBUTION	Fringe Benefits	843.71
				Total for Payment No.:		843.71

Payment No: 034931

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	LEHR	00585953	SI124884	PARTS - V3762	Fleet Operation Fund	461.91
2025-11-14	LEHR	00586178	SI125007	PARTS - V#3276	Fleet Operation Fund	381.74
				Total for Payment No.:		843.65

Payment No: 729516

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	GOLDEN STATE EMERGENCY VEHICLE SERV, INC	00584917	CI052884	PARTS- STOCK	Fleet Operation Fund	758.03
2025-10-24	GOLDEN STATE EMERGENCY VEHICLE SERV, INC	00584919	CI052891	PARTS - V2950	Fleet Operation Fund	84.76

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		842.79

Payment No: 729528

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	LC ACTION POLICE SUPPLY	00585031	477097	Outer Vest for Khairy	Police Operating Grant Fund	500.00
2025-10-24	LC ACTION POLICE SUPPLY	00585032	480420	Outer Vest	General Fund	337.20
				Total for Payment No.:		837.20

Payment No: 729988

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SUNNYVALE FORD	00585738	265024	PARTS - V3762	Fleet Operation Fund	530.27
2025-11-07	SUNNYVALE FORD	00585739	265246	PARTS = STOCK	Fleet Operation Fund	180.58
2025-11-07	SUNNYVALE FORD	00585740	265004	PARTS - V3614	Fleet Operation Fund	10.52
2025-11-07	SUNNYVALE FORD	00585904	265282	PARTS - V3498	Fleet Operation Fund	101.76
				Total for Payment No.:		823.13

Payment No: 729557

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	RUSSELL KAHN	00584780	42436OCT2025	BuildPermit-Comm-MultFam-Indus	Building New Dvlpmnt Srvc Fee	694.00
2025-10-24	RUSSELL KAHN	00584780	42436OCT2025	Building Standards	Building Fee Admin Retainage	1.00
2025-10-24	RUSSELL KAHN	00584780	42436OCT2025	Seismic	Building Fee Admin Retainage	2.60
2025-10-24	RUSSELL KAHN	00584780	42436OCT2025	BLD Tech fee	General Fund	26.69
2025-10-24	RUSSELL KAHN	00584780	42436OCT2025	Permit issuance	Building New Dvlpmnt Srvc Fee	98.00
				Total for Payment No.:		822.29

Payment No: 034817

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	TIFCO INDUSTRIES	00585468	72128060	PARTS - SHOP	Fleet Operation Fund	819.74
				Total for Payment No.:		819.74

Payment No: 034840

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CLEARBLU ENVIRONMENTAL	00586828	21767	LABOR, MAINTENANCE, AND AS-NEE	Fleet Operation Fund	815.04
				Total for Payment No.:		815.04

Payment No: 730024

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	NORMAN O HENRY	00586938	1275OCT2025	BACKGROUND INVESTIGATION REIM	General Fund	344.20
2025-11-14	NORMAN O HENRY	00586939	1275OCT2025A	BACKGROUND INVESTIGATION REIM	General Fund	462.89
				Total for Payment No.:		807.09

Payment No: 729734

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SAFETY-KLEEN SYSTEMS INC	00585417	98163958	PARTS WASHER SERVICE	General Fund	804.34
				Total for Payment No.:		804.34

Payment No: W26093

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MISSIONSQUARE RETIREMENT	00586243	10/12/25-10/25/25A	WT: B2522 457 PLN CONTRIBUTION	Fringe Benefits	804.27
				Total for Payment No.:		804.27

Payment No: 730066

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	4LEAF, INC.	00587041	J0755-25E	PLAN REVIEW SERVICES	Building New Dvlpmnt Srvc Fee	802.50
				Total for Payment No.:		802.50

Payment No: 034747

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	TIFCO INDUSTRIES	00585014	72124900	FLEET - PARTS - SHOP	Fleet Operation Fund	802.19
				Total for Payment No.:		802.19

Payment No: 034909

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CITY OF SAN JOSE	00586238	24105494	4495 N 1ST ST METER CHARGE	Water Utility	801.38
				Total for Payment No.:		801.38

Payment No: 729518

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	HIKE2 LLC	00585857	3144	ADVOLOGIX DATA MIGRATION	General Fund	800.00
				Total for Payment No.:		800.00

Payment No: 729850

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MEATUP LLC	00586580	42163-06 UTILITY REFUND	UTILITY REFUND	General Fund	797.53
				Total for Payment No.:		797.53

Payment No: 729482

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	A TOOL SHED	00584883	1765152-1	BOBCAT SKIDSTEER RENTAL	General Fund	345.00
2025-10-24	A TOOL SHED	00584883	1765152-1	ENVIRO FEE	General Fund	10.35

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	A TOOL SHED	00584883	1765152-1	EPP	General Fund	41.40
2025-10-24	A TOOL SHED	00584884	1764670-1	BOBCAT MINI SKIDSTEER RENTAL	General Fund	345.00
2025-10-24	A TOOL SHED	00584884	1764670-1	EPP	General Fund	41.40
2025-10-24	A TOOL SHED	00584884	1764670-1	ENVIRO FEE	General Fund	10.35
				Total for Payment No.:		793.50

Payment No: 034906

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CINTAS CORP #630	00586236	4247532695	OCT 2025 WTR UNIFORM SVC	Water Utility	589.61
2025-11-14	CINTAS CORP #630	00586236	4247532695	OCT 2025 SWR UNIFORM SVC	Sewer Utility	179.23
				Total for Payment No.:		768.84

Payment No: 729990

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	THE CARING GROUP	00585782	15	CLIENT #11 SESSION #11	General Fund	250.00
2025-11-07	THE CARING GROUP	00585802	16	CLIENT #1 SESSION# 12 & 14	General Fund	500.00
				Total for Payment No.:		750.00

Payment No: 729928

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	EMERGENCY MEDICAL SERVICES	00585822	EMSA-888-1239	PARAMEDIC RECERTIFICATION	General Fund	750.00
				Total for Payment No.:		750.00

Payment No: 034933

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	LINCOLN AQUATICS	00586312	36171094	liquid chlorine	General Fund	719.02
				Total for Payment No.:		719.02

Payment No: 730183

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	WARDELL AUTO INTERIORS AND TOPS, LLC	00585970	21561	LABOR - WO 159255, V3122	Fleet Operation Fund	333.50
2025-11-14	WARDELL AUTO INTERIORS AND TOPS, LLC	00585970	21561	PARTS - WO 159255, V3122	Fleet Operation Fund	65.48
2025-11-14	WARDELL AUTO INTERIORS AND TOPS, LLC	00585971	21537	LABOR - WO 159270, V3146	Fleet Operation Fund	232.50
2025-11-14	WARDELL AUTO INTERIORS AND TOPS, LLC	00585971	21537	PARTS - WO 159270, V3146	Fleet Operation Fund	87.30
				Total for Payment No.:		718.78

Payment No: 003883

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-30	NAVIA BENEFIT SOLUTIONS, INC	00586101	35989OCT2025	DD: NAVIA COMMUTER BENEFT 1125	Payroll Liability&ClearingAcct	707.75
				Total for Payment No.:		707.75

Payment No: 729608

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SCOTT MEAD	00586206	27680OCT2025	FIFA WC KNOWLEDGE CONF SEATTLE	General Fund	698.51
				Total for Payment No.:		698.51

Payment No: 730018

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	KEITH CROWTHER	00587059	42453OCT2025	BACKGROUND UPDATE 9/25-10/1	General Fund	694.40
				Total for Payment No.:		694.40

Payment No: 034708

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	GRANITE CONSTRUCTION CO	00585048	3058074	MATERIALS - STREET	General Fund	672.56

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	GRANITE CONSTRUCTION CO	00585048	3058074	ENERGY SURCHARGE	General Fund	3.30
2025-10-24	GRANITE CONSTRUCTION CO	00585048	3058074	ENVIRONMENTAL FEE	General Fund	16.37
				Total for Payment No.:		692.23

Payment No: 729765

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ZANKER ROAD RESOURCE MANAGEMENT LLC	00585413	920253096	NATIVE TOPSOIL	General Fund	131.25
2025-10-31	ZANKER ROAD RESOURCE MANAGEMENT LLC	00585414	920253104	NATIVE TOPSOIL	General Fund	557.81
				Total for Payment No.:		689.06

Payment No: 729962

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	NAPA AUTO PARTS	00585769	045448	PARTS - STOCK	Fleet Operation Fund	484.58
2025-11-07	NAPA AUTO PARTS	00585770	045532	PARTS - STOCK	Fleet Operation Fund	15.71
2025-11-07	NAPA AUTO PARTS	00585771	045655	PARTS - SHOP	Fleet Operation Fund	171.76
2025-11-07	NAPA AUTO PARTS	00585772	045864	PARTS - V#3523	Fleet Operation Fund	9.94
				Total for Payment No.:		681.99

Payment No: 729916

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CONSCIOUS MIND THERAPY	00585783	005	CLIENT# 2113 SESSION# 16-19	General Fund	668.00
				Total for Payment No.:		668.00

Payment No: 729521

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	IMPERIAL SPRINKLER SUPPLY	00584889	0023475810-001	PVC CEMENT	General Fund	61.61
2025-10-24	IMPERIAL SPRINKLER SUPPLY	00584889	0023475810-001	PVC PRIMER	General Fund	29.33

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	IMPERIAL SPRINKLER SUPPLY	00584889	0023475810-001	STEM PRUNER	General Fund	28.63
2025-10-24	IMPERIAL SPRINKLER SUPPLY	00584889	0023475810-001	SPRAYER	General Fund	37.39
2025-10-24	IMPERIAL SPRINKLER SUPPLY	00584889	0023475810-001	COMPRESSION COUPLER	General Fund	143.38
2025-10-24	IMPERIAL SPRINKLER SUPPLY	00584890	0023471713-001	HUNTER 4" SPRAY	General Fund	47.21
2025-10-24	IMPERIAL SPRINKLER SUPPLY	00585148	0023559020-001	FLO CONTROL COUPLER	General Fund	212.62
2025-10-24	IMPERIAL SPRINKLER SUPPLY	00585149	0023541339-001	RB IRRIGATION ACCESSORIES	General Fund	106.18
				Total for Payment No.:		666.35

Payment No: 034836

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CINTAS CORP #630	00585905	4246859640	UNIFORM SVC - WTR OCT 2025	Water Utility	515.07
2025-11-07	CINTAS CORP #630	00585905	4246859640	UNIFORM SVC - SWR OCT 2025	Sewer Utility	150.68
				Total for Payment No.:		665.75

Payment No: 730050

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CA FRANCHISE TAX BOARD	00587295	10/26/25-11/08/25LF	WAGE ATTACHMENT B2523	Payroll Liability&ClearingAcct	650.00
				Total for Payment No.:		650.00

Payment No: 729643

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CA FRANCHISE TAX BOARD	00586248	10/12/25-10/25/25LF	WAGE ATTACHMENT B2522	Payroll Liability&ClearingAcct	650.00
				Total for Payment No.:		650.00

Payment No: 729812

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	EDWYN LEE	00586628	79307-01 UTILITY	UTILITY REFUND	General Fund	649.04

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
			REFUND			
				Total for Payment No.:		649.04

Payment No: 034937

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	MIDWEST TAPE LLC	00585580	507812631	1241 AD DVD	General Fund	-9.75
2025-11-14	MIDWEST TAPE LLC	00586113	507867266	1241 AD MCD	General Fund	89.69
2025-11-14	MIDWEST TAPE LLC	00586113	507867266	1241 AD DVD	General Fund	493.01
2025-11-14	MIDWEST TAPE LLC	00586113	507867266	1235 JUV DVD	General Fund	35.72
2025-11-14	MIDWEST TAPE LLC	00586113	507867266	1235 AD DVD	General Fund	31.36
				Total for Payment No.:		640.03

Payment No: 729994

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	UNDERGROUND REPUBLIC WATER	00586439	S100038088.001	PARTS FOR GIANNINI DR	Water Utility Construction	632.34
2025-11-07	UNDERGROUND REPUBLIC WATER	00586451	S100042944.005	WRONG PRICE ON INVOICE PO31590	Water Utility Construction	19,724.80
2025-11-07	UNDERGROUND REPUBLIC WATER	00586452	S100042944.007	CR MEMO S100042944.005	Water Utility Construction	-19,724.80
				Total for Payment No.:		632.34

Payment No: 034746

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	THERMAL MECHANICAL INC	00585847	93787	TRITON 538-2222-80300 (P)6140	Public Buildings	630.00
				Total for Payment No.:		630.00

Payment No: 729987

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	STERICYCLE, INC.	00585873	8012315596	Property Room	General Fund	629.61
				Total for Payment No.:		629.61

Payment No: 729921

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	D&M TRAFFIC SERVICES	00585667	577055	MATERIALS - STREET - TRAFFIC	General Fund	129.86
2025-11-07	D&M TRAFFIC SERVICES	00585796	577087	MATERIALS - STREET	General Fund	122.77
2025-11-07	D&M TRAFFIC SERVICES	00585942	577105	18X24 A063 NON REF SOL	General Fund	376.88
				Total for Payment No.:		629.51

Payment No: 034902

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	BENCHMARK ENVIRONMENTAL	00586334	30883	ASBESTOS - STEIRER 10585	H.U.D Capital Projects	625.00
				Total for Payment No.:		625.00

Payment No: 729957

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MALLORY SAFETY & SUPPLY LLC	00585794	6240286	MATERIALS - PARTS	General Fund	393.37
2025-11-07	MALLORY SAFETY & SUPPLY LLC	00585794	6240286	STREET - LABOR	General Fund	225.00
				Total for Payment No.:		618.37

Payment No: 034854

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GREEN HALO SYSTEMS	00586375	6036	OPTION 4: 5/1/25 - 4/30/26 WAS	Solid Waste Program	611.00
				Total for Payment No.:		611.00

Payment No: 730178

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	VERIZON WIRELESS	00586278	6126777244	WATER/SEWER WIRELESS	Sewer Utility	41.39
2025-11-14	VERIZON WIRELESS	00586278	6126777244	CDD/BLDG DIV WIRELESS	Building New Dvlpmnt Srvc Fee	40.44
2025-11-14	VERIZON WIRELESS	00586278	6126777244	DPW/STREET WIRELESS	General Fund	80.88
2025-11-14	VERIZON WIRELESS	00586278	6126777244	DPW/STREET WIRELESS	General Fund	81.83
2025-11-14	VERIZON WIRELESS	00586278	6126777244	DPW/STREET WIRELESS	General Fund	20.22
2025-11-14	VERIZON WIRELESS	00586278	6126777244	DPW/STREET WIRELESS	General Fund	20.22
2025-11-14	VERIZON WIRELESS	00586278	6126777244	PARKS/SR CENTER WIRELESS	General Fund	41.39
2025-11-14	VERIZON WIRELESS	00586278	6126777244	CMO WIRELESS	General Fund	20.22
2025-11-14	VERIZON WIRELESS	00586278	6126777244	CDD WIRELESS	Building New Dvlpmnt Srvc Fee	242.64
				Total for Payment No.:		589.23

Payment No: 729758

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	VERIZON WIRELESS	00585152	6124290178	WATER/SEWER WIRELESS	Sewer Utility	41.38
2025-10-31	VERIZON WIRELESS	00585152	6124290178	CDD/BLDG DIV WIRELESS	Building New Dvlpmnt Srvc Fee	40.44
2025-10-31	VERIZON WIRELESS	00585152	6124290178	DPW/STREET WIRELESS	General Fund	80.88
2025-10-31	VERIZON WIRELESS	00585152	6124290178	DPW/STREET WIRELESS	General Fund	81.82
2025-10-31	VERIZON WIRELESS	00585152	6124290178	DPW/STREET WIRELESS	General Fund	20.22
2025-10-31	VERIZON WIRELESS	00585152	6124290178	DPW/STREET WIRELESS	General Fund	20.22
2025-10-31	VERIZON WIRELESS	00585152	6124290178	PARKS/SR CENTER WIRELESS	General Fund	41.38
2025-10-31	VERIZON WIRELESS	00585152	6124290178	CMO WIRELESS	General Fund	20.22
2025-10-31	VERIZON WIRELESS	00585152	6124290178	CDD WIRELESS	Building New Dvlpmnt Srvc Fee	242.64
				Total for Payment No.:		589.20

Payment No: 729679

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	DOUGLAS BERRY	00577708	41909MAY2025	AMBULANCE BILLING REFUND	General Fund	585.00
				Total for Payment No.:		585.00

Payment No: 034799

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MIDWEST TAPE LLC	00585418	507842351	1241 AD CD	General Fund	17.45
2025-10-31	MIDWEST TAPE LLC	00585418	507842351	1241 AD DVD	General Fund	400.62
2025-10-31	MIDWEST TAPE LLC	00585418	507842351	1235 AD DVD	General Fund	74.74
2025-10-31	MIDWEST TAPE LLC	00585418	507842351	1235 JUV DVD	General Fund	78.54
				Total for Payment No.:		571.35

Payment No: 729569

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.	00585044	3006555754	Property Room - never paid	General Fund	571.00
				Total for Payment No.:		571.00

Payment No: 729989

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	TECH LOGIC CORPORATION	00586438	#INV21003704	CHANGE ORDER 1 (REFERENCE SO#S	General Fund	566.12
				Total for Payment No.:		566.12

Payment No: 034802

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MUNISERVICES LLC	00586007	INV06-021799	SALES, USE AND TRANSACTIONS TA	General Fund	564.14
				Total for Payment No.:		564.14

Payment No: 730125

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	IMPERIAL SPRINKLER SUPPLY	00585987	0022299546-001	MATERIALS - STREET - TREES	General Fund	103.92
2025-11-14	IMPERIAL SPRINKLER SUPPLY	00585989	0022511651-001	MATERIALS - STREET - TREES	General Fund	288.26
2025-11-14	IMPERIAL SPRINKLER SUPPLY	00585991	0022802329-001	MATERIALS - STREET - TREE	General Fund	127.20
2025-11-14	IMPERIAL SPRINKLER SUPPLY	00586186	0023857663-001	PVC ACCESSORIES	General Fund	43.64
				Total for Payment No.:		563.02

Payment No: 729442

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	BKF ENGINEERS	00585743	25081086	ANNA DRIVE NEIGHBORHOOD FLOOD	Storm Drain	561.30
				Total for Payment No.:		561.30

Payment No: 729613

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	APHRODITE ZARVOS	00586070	37638-24 UTILITY REFUND	UTILITY REFUND	General Fund	557.87
				Total for Payment No.:		557.87

Payment No: 729808

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	DCMG PROPERTIES LLC	00586533	16636-02 UTILITY REFUND	UTILITY REFUND	General Fund	557.44
				Total for Payment No.:		557.44

Payment No: 729555

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	RICHARD GENG	00585637	42431OCT2025	REFUND FTHB LOAN #016 OVERPAYM	Housing Successor	551.69
				Total for Payment No.:		551.69

Payment No: 034731

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	OMEGA INDUSTRIAL SUPPLY INC	00585568	165782	FACE LIFT FOR ASPHALT MAKING P	Water Utility	524.89
2025-10-24	OMEGA INDUSTRIAL SUPPLY INC	00585568	165782	FREIGHT	Water Utility	26.71
				Total for Payment No.:		551.60

Payment No: 729788

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ANGEL KLEINER	00586553	26820-14 UTILITY REFUND	UTILITY REFUND	General Fund	545.87
				Total for Payment No.:		545.87

Payment No: 729544

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	OFFICE SOLUTIONS	00584983	12509	HR FURNITURE	General Fund	409.22
2025-10-24	OFFICE SOLUTIONS	00584983	12509	DELIVERY	General Fund	136.41
				Total for Payment No.:		545.63

Payment No: 729441

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	BEATRIZ SANCHEZ	00585803	42487OCT2025	REFORMA CONFERENCE	General Fund	531.80
				Total for Payment No.:		531.80

Payment No: 034754

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	WAXIE SANITARY SUPPLY	00585685	83552549	JANITORIAL SUPPLIES	General Fund	530.13
				Total for Payment No.:		530.13

Payment No: 729773

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	KENNETH NAGATA	00586669	33204OCT2025	FIRARMS/TACTICAL RIFLE INST	General Fund	529.90
				Total for Payment No.:		529.90

Payment No: 034822

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	UNITY COURIER SERVICE INC	00585349	36687	LINK + DELIVERY	General Fund	262.48
2025-10-31	UNITY COURIER SERVICE INC	00585539	37191	LINK + DELIVERY	General Fund	262.48
				Total for Payment No.:		524.96

Payment No: 729817

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GREATWALL INVESTMENT AMERICA	00586532	16294-13 UTILITY REFUND	UTILITY REFUND	General Fund	522.13
				Total for Payment No.:		522.13

Payment No: 729840

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LIFESTYLE PROPERTIES INC	00586590	52954-03 UTILITY REFUND	UTILITY REFUND	General Fund	518.19
				Total for Payment No.:		518.19

Payment No: 729617

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	DAVID MARIANT	00586075	52636-01 UTILITY REFUND	UTILITY REFUND	General Fund	516.05
				Total for Payment No.:		516.05

Payment No: 729510

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	FARALLON CONSULTING	00585550	0057604	AGREEMENT FOR HAZARDOUS	Public Buildings	512.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				SUBSTA		
				Total for Payment No.:		512.50

Payment No: 034843

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CSG CONSULTANTS INC	00586809	63358	DESIGN SERVICES - AS-NEEDED PL	Water Utility	510.00
				Total for Payment No.:		510.00

Payment No: 729469

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	TODD MIYABARA	00585635	37967SEP2025	ADV SNIPER TRAINING	General Fund	506.00
				Total for Payment No.:		506.00

Payment No: 729468

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	STEPHEN STEK	00585636	33162OCT2025	ADV SNIPER TRAINING	General Fund	506.00
				Total for Payment No.:		506.00

Payment No: 729463

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ROBIN GEENEN	00585638	37760OCT2025	ADV SNIPER TRAINING	General Fund	506.00
				Total for Payment No.:		506.00

Payment No: 729455

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	JAMES SITLER	00585640	18438OCT2025	ADV SNIPER TRAINING	General Fund	506.00
				Total for Payment No.:		506.00

Payment No: 729445

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CHAD BRITTENDAHL	00585642	37982OCT2025	ADV SNIPER TRAINING	General Fund	506.00
				Total for Payment No.:		506.00

Payment No: 729444

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CARLO CALUPAD	00585643	37054OCT2025	ADV SNIPER TRAINING	General Fund	506.00
				Total for Payment No.:		506.00

Payment No: 034888

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	A & B MECHANICAL INC.	00587206	29987	FIRE 001-7822-87600	General Fund	500.64
				Total for Payment No.:		500.64

Payment No: 730098

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	DEPARTMENT OF CORRECTION-FISCAL	00586314	1800095456	range services for SRT	General Fund	500.00
				Total for Payment No.:		500.00

Payment No: 730153

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	REED & GRAHAM INC	00585992	121992	MATERIALS - STREET	General Fund	176.86
2025-11-14	REED & GRAHAM INC	00587217	121683	ASPHALT AND AGGREGATE MATERIAL	Water Utility Construction	321.28
				Total for Payment No.:		498.14

Payment No: 729831

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JOYCE A BELDING	00586589	52420-01 UTILITY	UTILITY REFUND	General Fund	491.07

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
			REFUND			
				Total for Payment No.:		491.07

Payment No: 729609

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	TAYLOR MURPHY	00585295	42445OCT2025	LEAK CREDIT OCT 2025	Water Utility	489.50
				Total for Payment No.:		489.50

Payment No: 730115

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	FUR, SCALES AND TAILS	00586922	21764	ANIMAL SHOW FOR ANNUAL SPOOKTA	General Fund	485.00
				Total for Payment No.:		485.00

Payment No: 729559

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SAFETY-KLEEN SYSTEMS INC	00584997	98099386	FLEET - SHOP - HAZ-MAT	Fleet Operation Fund	483.00
				Total for Payment No.:		483.00

Payment No: 729582

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ULINE	00584848	198452926	MATERIALS - STREET	General Fund	477.61
				Total for Payment No.:		477.61

Payment No: 729913

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BLUETRITON BRANDS INC	00585726	25D8720330558	FLEET WATER SERVICE	Fleet Operation Fund	91.92
2025-11-07	BLUETRITON BRANDS INC	00585728	05J8720330558	FLEET WATER SERVICE	Fleet Operation Fund	383.59
				Total for Payment No.:		475.51

Payment No: 034879

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	TIMOTHY D BOWEN	00586768	DB27502	CHANGE ORDER #3: ADDITIONAL FU	General Fund	157.99
2025-11-07	TIMOTHY D BOWEN	00586768	DB27502	CHANGE ORDER #4: ADDITIONAL FU	General Fund	314.51
				Total for Payment No.:		472.50

Payment No: 729573

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SUNNYVALE DEPT OF PUBLIC	00584913	DPS26-00022	TRFCTLNonNFLEarthquakes9/13/25	General Fund	472.38
				Total for Payment No.:		472.38

Payment No: 729662

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	BACKSTAGE LIBRARY WORKS, INC.	00585182	AC16780	MARS AUTHORITY Oct 2025	General Fund	463.50
				Total for Payment No.:		463.50

Payment No: 034892

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ALL GUARD ALARM SYSTEMS INC	00587212	A761241	WATER - 5601 LAFAYETTE 094-151	Sewer Utility	60.00
2025-11-14	ALL GUARD ALARM SYSTEMS INC	00587213	A761347	WATER - 5601 LAFAYETTE 094-151	Sewer Utility	60.00
2025-11-14	ALL GUARD ALARM SYSTEMS INC	00587214	A761437	WATER - 5601 LAFAYETTE 094-151	Sewer Utility	60.00
2025-11-14	ALL GUARD ALARM SYSTEMS INC	00587215	S135695	PD - 001-7745-87600-(I)6678	General Fund	140.00
2025-11-14	ALL GUARD ALARM SYSTEMS INC	00587216	S135950	PD - 001-7745-87600-(I)6678	General Fund	140.00
				Total for Payment No.:		460.00

Payment No: 730140

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	MATTHEWS INTERNATIONAL CORP	00586165	9003882947	BRONZE PLAQUE: SANDY TRAM	Cemetery	452.49

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		452.49

Payment No: 730078

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AVISCERA BIOSCIENCE INC	00586535	17735-08 UTILITY REFUND A	UTILITY REFUND	General Fund	441.46
				Total for Payment No.:		441.46

Payment No: 730017

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	JOSEPH M OLIVER	00587053	2015OCT2025	BACKGROUND UPDATE 9/28-10/1	General Fund	441.00
				Total for Payment No.:		441.00

Payment No: 034791

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	INGRAM LIBRARY SERVICES LLC	00585192	90905919	ESL RSC BKS 2025	Library Operating Grant Fund	453.49
2025-10-31	INGRAM LIBRARY SERVICES LLC	00585579	90216513	1235 JUV BK	General Fund	-20.10
				Total for Payment No.:		433.39

Payment No: 729701

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		420.00

Payment No: 729536

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MDN COACHING & CONSULTING	00584835	005	Sept '25 consulting/new eval	Police Operating Grant Fund	420.00
				Total for Payment No.:		420.00

Payment No: 730026

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	RACHEL E BERGLUND	00586949	40581OCT2025	COMPANY OFFICER2A TRAINIG REIM	General Fund	411.23
				Total for Payment No.:		411.23

Payment No: 730015

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	JACOB GUERRIERA	00587052	39602OCT2025A	COMPANY OFFICER 2A REIMBURSEME	General Fund	410.97
				Total for Payment No.:		410.97

Payment No: 034887

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	INTL FIREFIGHTERS LOCAL 1171	00587302	09/28/25-11/08/25	RETIRED FIRE MEDICAL B2523	Payroll Liability&ClearingAcct	405.00
				Total for Payment No.:		405.00

Payment No: 730030

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SEAN M TRACY	00586951	40095OCT2025	COMPANY OFFICER2B TRAINIG REIM	General Fund	400.00
				Total for Payment No.:		400.00

Payment No: 729961

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MOMENTIVE SOFTWARE, INC.	00585898	R73359571	CODE ENFORCEMT JOB POSTING	Water Utility	399.00
				Total for Payment No.:		399.00

Payment No: 729759

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	VERIZON WIRELESS	00585153	6124296142	MUNI SVCS WIRELESS	General Fund	390.73

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		390.73

Payment No: 730179

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	VERIZON WIRELESS	00586279	6126783146	FINANCE/MUNI SVCS WIRELESS	General Fund	389.60
				Total for Payment No.:		389.60

Payment No: 730010

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	DANIEL SOBCZAK	00586937	38139OCT2025	APA CA CONFERENCE REIM	General Fund	388.10
				Total for Payment No.:		388.10

Payment No: 729710

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	LEE'S FORKLIFT SERVICE	00585973	22381	LIFT EQUIPMENT PREVENTATIVE MA	Fleet Operation Fund	151.01
2025-10-31	LEE'S FORKLIFT SERVICE	00585973	22381	LIFT EQUIPMENT PREVENTATIVE MA	Fleet Operation Fund	236.50
				Total for Payment No.:		387.51

Payment No: 730151

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	PINE CONE LUMBER CO	00586120	292019	LUMBER	General Fund	259.29
2025-11-14	PINE CONE LUMBER CO	00586120	292019	CA LPA 1%	General Fund	2.38
2025-11-14	PINE CONE LUMBER CO	00586189	292429	LUMBER	General Fund	116.40
2025-11-14	PINE CONE LUMBER CO	00586189	292429	CA LPA 1%	General Fund	1.17
				Total for Payment No.:		379.24

Payment No: 729610

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	YIU TAK WONG	00585381	39261OCT2025	ICC Certificate Renewal	Building New Dvlpmnt Srvc Fee	100.00
2025-10-31	YIU TAK WONG	00585381	39261OCT2025	CASp Certification	Building Fee Admin Retainage	200.00
2025-10-31	YIU TAK WONG	00586207	39261OCT2025A	TRAINING/SEMINAR HYATT SFO	Building New Dvlpmnt Srvc Fee	77.32
				Total for Payment No.:		377.32

Payment No: 729451

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	GERARDO MARTINEZ	00585555	5	MAGIC SHOW FOR 2025 SPOOKTACLA	General Fund	375.00
				Total for Payment No.:		375.00

Payment No: 729607

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	POSTMASTER US POST OFFICE	00585965	2946OCT2025	USPS PERMIT 92 RENEWAL FY25-26	General Fund	370.00
				Total for Payment No.:		370.00

Payment No: 034776

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CITY OF SAN JOSE	00585297	24093932	4495 N 1ST WATER METER CHARGE	Water Utility	369.58
				Total for Payment No.:		369.58

Payment No: 729458

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	LESLIE LORETTO	00585639	25584SEP2025	MINDFUL AGILITY TRAINING	General Fund	363.83
				Total for Payment No.:		363.83

Payment No: 729858

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PEREZ, JAVIER	00586561	28944-13 UTILITY REFUND	UTILITY REFUND	General Fund	362.42
				Total for Payment No.:		362.42

Payment No: 729975

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ROYAL BRASS INC	00585735	00371994	PARTS - V3147	Fleet Operation Fund	194.62
2025-11-07	ROYAL BRASS INC	00585736	00371997	PARTS - V3640	Fleet Operation Fund	163.78
				Total for Payment No.:		358.40

Payment No: 730069

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ARNE SIGNS	00585943	25-13810	PARTS - WO 158645, V3498	Fleet Operation Fund	354.66
				Total for Payment No.:		354.66

Payment No: 730167

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	TELEPATH CORPORATION	00586259	SI-269415	October WAVE Airtime	General Fund	350.00
				Total for Payment No.:		350.00

Payment No: 730011

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	DARYL KING	00587049	37975OCT2025	CA2RS CONFERENCE 10/15-10/18	General Fund	335.75
				Total for Payment No.:		335.75

Payment No: 729601

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	DAVID W STAUB	00586015	2692OCT2025	CASQA 2025 ANNUAL CONF	General Fund	333.31

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		333.31

Payment No: W26100

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	MISSIONSQUARE RETIREMENT	00587287	10/26/25-11/08/25	WT: B2523 401 (A) PLAN CONTRIB	Fringe Benefits	330.77
				Total for Payment No.:		330.77

Payment No: W26092

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MISSIONSQUARE RETIREMENT	00586242	10/12/25-10/25/25	WT: B2522 401 (A) PLAN CONTRIB	Fringe Benefits	330.77
				Total for Payment No.:		330.77

Payment No: 729771

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JACOB GUERRIERA	00586440	39602OCT2025	HAZMAT IC - IN-SERVICE REIMBUR	General Fund	325.00
				Total for Payment No.:		325.00

Payment No: 729936

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GYM DOCTORS	00585790	00172582	FS5 KEISER BIKE REPAIR (LABOR)	General Fund	220.06
2025-11-07	GYM DOCTORS	00585790	00172582	FS5 KEISER BIKE REPAIR (PARTS)	General Fund	103.83
				Total for Payment No.:		323.89

Payment No: 729673

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CUMMINS INC	00586192	Z1-250878115 COR	PARTS - WO 158354 - V3218	Fleet Operation Fund	2,772.69
2025-10-31	CUMMINS INC	00586192	Z1-250878115 COR	LABOR - WO 158354, V3218	Fleet Operation Fund	-2,460.50
				Total for Payment No.:		312.19

Payment No: 729959

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MATTHEWS INTERNATIONAL CORP	00584723	9003614742	ERROR - DOUBLE ORDER MERRILL	Cemetery	579.11
2025-11-07	MATTHEWS INTERNATIONAL CORP	00584726	9003788829	CREDIT MEMO FOR inv 9003614742	Cemetery	-579.11
2025-11-07	MATTHEWS INTERNATIONAL CORP	00585585	9003842295	BRONZE PLAQUE - LUDLUM, KATHLE	Cemetery	308.48
				Total for Payment No.:		308.48

Payment No: 730012

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ERIC LAGERGREN	00587050	12289OCT2025A	POST MGMT SESSION 3/3	General Fund	304.50
				Total for Payment No.:		304.50

Payment No: 729448

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ERIC LAGERGREN	00585549	12289OCT2025	POST MANAGEMENT SESSION 2/3	General Fund	304.50
				Total for Payment No.:		304.50

Payment No: 034743

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SUMMIT UNIFORMS	00584873	32397	SEO Metal Name Tags	General Fund	196.88
2025-10-24	SUMMIT UNIFORMS	00585027	32890	Crossing Gd Uniform	General Fund	107.19
				Total for Payment No.:		304.07

Payment No: 730124

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	HOME DEPOT SUPPLY	00587158	897045050	JANITORIAL SUPPLIES	General Fund	301.19
				Total for Payment No.:		301.19

Payment No: 729663

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	BELKORP AG LLC	00585453	1135339	PARTS - V#2645	Fleet Operation Fund	197.98
2025-10-31	BELKORP AG LLC	00585455	1136961	PARTS - V#1376	Fleet Operation Fund	102.31
				Total for Payment No.:		300.29

Payment No: 729575

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	TALK TO TAYLOR, LLC	00584672	15	CLIENT# 001 SESSION# 16-17	General Fund	300.00
				Total for Payment No.:		300.00

Payment No: 729752

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	UNIQUE TOWING	00585424	T278944	tow fees	General Fund	295.00
				Total for Payment No.:		295.00

Payment No: 730072

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AT&T CALNET	00586227	000024227609	PD DOJ ANALOG LANDLINE	Information Technology Service	285.94
				Total for Payment No.:		285.94

Payment No: 729485

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	AT&T CALNET	00585037	000024072765	PD DOJ ANALOG LINE	Information Technology Service	285.94
				Total for Payment No.:		285.94

Payment No: 034859

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	IMAGE SALES INC	00585855	0079324-IN	2 EVOLIS RIBBON AND 500 CARDS	General Fund	285.59

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		285.59

Payment No: 034829

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	[redacted]	[redacted]	[redacted]	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		285.00

Payment No: 729671

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CPS HR CONSULTING	00586200	0018028	HR CONSULTING SVCS 8/3-30/25	Deposit Funds.	281.25
				Total for Payment No.:		281.25

Payment No: 729852

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MOHAMED ATIA MOHAMED RADWAN	00586584	47239-27 UTILITY REFUND	UTILITY REFUND	General Fund	280.38
				Total for Payment No.:		280.38

Payment No: 729454

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	JAIME PONCIANO	00585722	41251OCT2025	BIKE GEAR - SUMMIT UNIFORMS	General Fund	108.28
2025-10-24	JAIME PONCIANO	00585722	41251OCT2025	BIKE GEAR - OFF THE RAMP	General Fund	163.58
				Total for Payment No.:		271.86

Payment No: 729566

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SHREDLOGIX INC	00585683	27267	SHREDDING SERVICES	General Fund	270.00
				Total for Payment No.:		270.00

Payment No: 034923

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	HI-TECH EMERGENCY VEHICLE SERVICE INC	00586176	183052	PARTS - V#3218	Fleet Operation Fund	269.40
				Total for Payment No.:		269.40

Payment No: 729598

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CARLOS HERNANDEZ	00578616	16659MAY2025	SUPPLIES-FIRE CONTROL 3 CLASS	General Fund	269.04
				Total for Payment No.:		269.04

Payment No: 729584

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	UNITED SITE SERVICES INC	00584326	114-14097128	PORTABLE TOILETS	Cemetery	268.45
				Total for Payment No.:		268.45

Payment No: 730022

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	METLIFE INDIVIDUAL LONG TERM	00587303	19647956NOV2025	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	266.60
				Total for Payment No.:		266.60

Payment No: 729956

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LIVE OAK ASSOCIATES, INC	00586432	2505-032508	BIOLOGIST SERVICES FOR THE EAS	General Fund	265.00
				Total for Payment No.:		265.00

Payment No: 034957

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	UNITY COURIER SERVICE INC	00586297	37706	LINK + DELIVERY	General Fund	262.48

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		262.48

Payment No: 729719

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MILLER, JASON	00586090	78325-04 UTILITY REFUND	UTILITY REFUND	General Fund	260.35
				Total for Payment No.:		260.35

Payment No: 729873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	STEVAN TRBOVIC	00586574	32994-37 UTILITY REFUND	UTILITY REFUND	General Fund	259.22
				Total for Payment No.:		259.22

Payment No: 729970

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PET FOOD EXPRESS	00585880	SC-0925-01	K-9 Food K. McColloch	General Fund	259.14
				Total for Payment No.:		259.14

Payment No: 034756

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	WESTERN STATES OIL CO	00585003	510549	P.D. MOTORS ENTRY - FUEL	Fleet Operation Fund	259.01
				Total for Payment No.:		259.01

Payment No: 729986

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	STERICYCLE INC	00585472	8012240952	CCO - RECORDS CENTER	General Fund	31.71
2025-11-07	STERICYCLE INC	00585472	8012240952	FINANCE - MUNICIPAL SERVICES	General Fund	31.72
2025-11-07	STERICYCLE INC	00585472	8012240952	FINANCE - ACCOUNTING & PAYROLL	General Fund	63.44

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	STERICYCLE INC	00585472	8012240952	HOUSING	General Fund	31.71
2025-11-07	STERICYCLE INC	00585472	8012240952	HUMAN RESOURCES	General Fund	210.21
2025-11-07	STERICYCLE INC	00585472	8012240952	CITY ATTORNEY'S OFFICE	General Fund	31.71
2025-11-07	STERICYCLE INC	00585489	4001696467	CREDIT: EXTRA MATERIAL - HR	General Fund	-47.50
2025-11-07	STERICYCLE INC	00585491	4001696468	CREDIT: EXTRA MATERIAL - HR	General Fund	-95.00
				Total for Payment No.:		258.00

Payment No: 729656

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ALLIED AUTO STORES	00585451	01IJ3474	PARTS - STOCK	Fleet Operation Fund	257.52
				Total for Payment No.:		257.52

Payment No: 729790

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ANTHONY CASUPANG	00586587	48731-14 UTILITY REFUND	UTILITY REFUND	General Fund	176.34
2025-11-07	ANTHONY CASUPANG	00586626	78650-03 UTILITY REFUND	UTILITY REFUND	General Fund	78.98
				Total for Payment No.:		255.32

Payment No: 730020

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	MARY HAMILTON	00575806	41887APR2025	reimbursement - foundation fee	Cemetery	252.00
				Total for Payment No.:		252.00

Payment No: 034826

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ALEKSANDRA SOYKIN, PHD	00585792	100-15	CLIENT# 100 SESSION# 13	General Fund	250.00
				Total for Payment No.:		250.00

Payment No: 730123

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	HOLLY WOOD MARRIAGE AND	00586215	0009891023-005	CLIENT # 9891023 SESSION # 9	General Fund	250.00
				Total for Payment No.:		250.00

Payment No: 729459

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MARIANO GARCIA	00585018	42443OCT2025	ICC Certification Renewal	Building New Dvlpmnt Srvc Fee	250.00
				Total for Payment No.:		250.00

Payment No: 729832

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JUANA CLAUDIA RICO-TAPIA	00586540	21716-06 UTILITY REFUND	UTILITY REFUND	General Fund	249.55
				Total for Payment No.:		249.55

Payment No: 729746

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	THE RADAR SHOP	00585425	26550	recertify lidar	General Fund	248.00
				Total for Payment No.:		248.00

Payment No: 729880

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	VLADISLAV CHERNOGOROV	00586566	30059-03 UTILITY REFUND	UTILITY REFUND	General Fund	247.04
				Total for Payment No.:		247.04

Payment No: 729779

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MIKE CARLETON	00586671	12288OCT2025	FORCE SCIENCE	General Fund	246.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		246.00

Payment No: 729778

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MICHAEL LESLIE	00586672	10814SEP2025	FORCE SCIENCE	General Fund	246.00
				Total for Payment No.:		246.00

Payment No: 730090

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CONNIE LEE	00586173	42177OCT2025	Tech Fee - PC BDIV & Permit	General Fund	243.94
				Total for Payment No.:		243.94

Payment No: 729783

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	STEVEN SOMERVILLE	00586673	37969OCT2025	FORCE SCIENCE	General Fund	242.00
				Total for Payment No.:		242.00

Payment No: 729838

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LANG, RYAN	00586576	33492-28 UTILITY REFUND	UTILITY REFUND	General Fund	240.60
				Total for Payment No.:		240.60

Payment No: 730044

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	RYAN PEACOCK INC	00570310	18172-04 UTILITY REFUND	UTILITY REFUND	General Fund	240.58
				Total for Payment No.:		240.58

Payment No: 729918

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	COUNTY OF SANTA CLARA	00585874	1800095450	Plaques	General Fund	238.44
				Total for Payment No.:		238.44

Payment No: 034865

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MUNICIPAL MAINTENANCE EQUIPMNT	00585903	042553	PARTS - V3256	Fleet Operation Fund	238.02
				Total for Payment No.:		238.02

Payment No: 730097

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	DAVID TAUSSIG AND ASSOC, INC.	00587004	2509266	COMMUNITY FACILITIES DISTRICT	General Fund	234.00
				Total for Payment No.:		234.00

Payment No: 729648

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	US TREASURY	00586252	10/12/25-10/25/25ND	WAGE ATTACHMENT B2522	Payroll Liability&ClearingAcct	230.53
				Total for Payment No.:		230.53

Payment No: 034775

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CINTAS CORP #630	00585504	4246649018	UNIFORMS	General Fund	53.29
2025-10-31	CINTAS CORP #630	00585505	4245913149	UNIFORMS	General Fund	53.29
2025-10-31	CINTAS CORP #630	00585506	4246354325	UNIFORMS	General Fund	121.98
				Total for Payment No.:		228.56

Payment No: 729787

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ALEXANDRIA STUMPF	00586565	30010-04 UTILITY REFUND	UTILITY REFUND	General Fund	219.79
				Total for Payment No.:		219.79

Payment No: 729529

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]
2025-10-24	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]
				Total for Payment No.:		218.00

Payment No: 730109

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ERNESTO VASQUEZ	00586108	42187OCT2025	Tech fee - PC BDIV & Permit	General Fund	216.96
				Total for Payment No.:		216.96

Payment No: 729810

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	DILAL ISHAQ	00586555	27075-32 UTILITY REFUND	UTILITY REFUND	General Fund	211.87
				Total for Payment No.:		211.87

Payment No: 729830

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JOSEPH TO	00586567	31551-22 UTILITY REFUND	UTILITY REFUND	General Fund	211.46
				Total for Payment No.:		211.46

Payment No: 730021

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	MATTHEW SELLERS	00587057	25797OCT2025	S290 IN SERVICE TRAINING REIMB	General Fund	208.00
				Total for Payment No.:		208.00

Payment No: 730035

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	VAN H HUYNH	00587222	40586OCT2025	RIO - IN-SERVICE TRAINING REIM	General Fund	200.93
				Total for Payment No.:		200.93

Payment No: 729464

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ROGELIO GUTIERREZ	00584875	9014OCT2025	CIVIL SUB REIM FOR RET EE	General Fund	197.22
				Total for Payment No.:		197.22

Payment No: 729736

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SANTA CLARA LIGHTING, INC.	00585510	35332	FS 1	General Fund	47.91
2025-10-31	SANTA CLARA LIGHTING, INC.	00585511	35429	SUPPLIES	General Fund	47.91
2025-10-31	SANTA CLARA LIGHTING, INC.	00585512	35382	CITY HALL	General Fund	100.78
				Total for Payment No.:		196.60

Payment No: 729450

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	FREDERICK YOON	00585721	42441AUG2025	BIKE GEAR PURCHASE	General Fund	196.32
				Total for Payment No.:		196.32

Payment No: 729547

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PESTEC	00585548	371206	BURROWING ANIMAL CONTROL SERVI	Solid Waste Utility-Constructi	195.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		195.00

Payment No: 729697

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	JANG WOOK LEE	00585515	42448OCT2025	Electric Permit	Building New Dvlpmnt Srvc Fee	190.40
				Total for Payment No.:		190.40

Payment No: 729839

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LDI MECHANICAL INC.	00586527	12237-08 UTILITY REFUND	UTILITY REFUND	General Fund	188.83
				Total for Payment No.:		188.83

Payment No: 730181

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	VERIZON WIRELESS	00586281	6126792474	FIRE EMS WIRELESS	General Fund	188.36
				Total for Payment No.:		188.36

Payment No: 729761

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	VERIZON WIRELESS	00585155	6124305447	FIRE EMS WIRELESS	General Fund	188.36
				Total for Payment No.:		188.36

Payment No: 729854

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	NICHOLAS ROGERS	00586613	73769-02 UTILITY REFUND	UTILITY REFUND	General Fund	182.21
				Total for Payment No.:		182.21

Payment No: 729551

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PRINCEVALLE PET HOSPITAL INC	00584823	282669	K-9 Vander Vet Bill	General Fund	174.54
2025-10-24	PRINCEVALLE PET HOSPITAL INC	00584823	282669	K-9 Vander Vet Bill TAXABLE	General Fund	6.82
				Total for Payment No.:		181.36

Payment No: 729456

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	JENNIFER KOHLER	00585590	9498OCT2025	REIMB FOR GOODWILL PURCHASE	General Fund	178.11
				Total for Payment No.:		178.11

Payment No: 729867

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SERGIO VILLALBA ALVAREZ	00586538	20630-18 UTILITY REFUND	UTILITY REFUND	General Fund	177.38
				Total for Payment No.:		177.38

Payment No: 729770

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	FRANK L DESOUSA	00586665	854OCT2025	ASE REIMBURSEMENTS	Fleet Operation Fund	175.60
				Total for Payment No.:		175.60

Payment No: 034697

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	CINTAS CORP #630	00584976	4245201658	UNIFORMS	General Fund	53.29
2025-10-24	CINTAS CORP #630	00584977	4245615458	UNIFORMS	General Fund	121.98
				Total for Payment No.:		175.27

Payment No: 729622

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	LORENA ALBUQUERQUE RANGEL M CRUZ	00586076	56770-17 UTILITY REFUND	UTILITY REFUND	General Fund	174.94
				Total for Payment No.:		174.94

Payment No: 730056

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	VEHICLE REGISTRATION	00587301	10/26/25-11/08/25EC	WAGE ATTACHMENT B2523	Payroll Liability&ClearingAcct	172.15
				Total for Payment No.:		172.15

Payment No: 729889

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	YONG CAO	00586614	75231-03 UTILITY REFUND	UTILITY REFUND	General Fund	170.37
				Total for Payment No.:		170.37

Payment No: 729731

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	RELATIONSHIP THERAPY CENTER	00585042	83767	CLIENT# 625 SESSION #13	General Fund	170.00
				Total for Payment No.:		170.00

Payment No: 729870

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SOMADATTA SAHOO	00586526	11545-02 UTILITY REFUND	UTILITY REFUND	General Fund	169.82
				Total for Payment No.:		169.82

Payment No: 729750

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ULINE	00585073	198737156	DIGITAL SAFE	General Fund	165.78

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		165.78

Payment No: 730055

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	US TREASURY	00587299	10/26/25-11/08/25ND	WAGE ATTACHMENT B2523	Payroll Liability&ClearingAcct	163.72
				Total for Payment No.:		163.72

Payment No: 729834

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	K R WAHL	00586558	27823-01 UTILITY REFUND	UTILITY REFUND	General Fund	162.71
				Total for Payment No.:		162.71

Payment No: 729809

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	DHAMANDE, CHANDAN	00586569	31670-16 UTILITY REFUND	UTILITY REFUND	General Fund	162.60
				Total for Payment No.:		162.60

Payment No: 729800

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CELIL YAGIZ	00586608	71536-10 UTILITY REFUND	UTILITY REFUND	General Fund	158.42
				Total for Payment No.:		158.42

Payment No: 729879

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	VITALIY ZAKHARCHENKO	00586619	76929-11 UTILITY REFUND	UTILITY REFUND	General Fund	157.02
				Total for Payment No.:		157.02

Payment No: 729649

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	VEHICLE REGISTRATION	00586254	10/12/25-10/25/25EC	WAGE ATTACHMENT B2522	Payroll Liability&ClearingAcct	156.96
				Total for Payment No.:		156.96

Payment No: 729855

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	NILCEIA ANDRADE	00586564	29975-20 UTILITY REFUND	UTILITY REFUND	General Fund	156.93
				Total for Payment No.:		156.93

Payment No: 729857

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PAULA VOSSEN	00586586	48001-01 UTILITY REFUND	UTILITY REFUND	General Fund	156.80
				Total for Payment No.:		156.80

Payment No: 729935

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GRISALIN MANAGEMENT INC	00586554	26889-04 UTILITY REFUND	UTILITY REFUND	General Fund	156.71
				Total for Payment No.:		156.71

Payment No: 729637

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	XUE SI	00586083	70754-23 UTILITY REFUND	UTILITY REFUND	General Fund	153.85
				Total for Payment No.:		153.85

Payment No: 729860

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PRESCOTT NICOLL	00586534	16809-13 UTILITY REFUND	UTILITY REFUND	General Fund	150.92
				Total for Payment No.:		150.92

Payment No: 730053

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CA FRANCHISE TAX BOARD	00587298	10/26/25-11/08/25MR	WAGE ATTACHMENT B2523	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 729655

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ALLEGION ACCESS	00585347	90072964	MAINTENANCE ON MISSION DOOR	General Fund	150.00
				Total for Payment No.:		150.00

Payment No: 729646

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CA FRANCHISE TAX BOARD	00586251	10/12/25-10/25/25MR	WAGE ATTACHMENT B2522	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 729897

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ZISHEN YANG	00586629	79471-06 UTILITY REFUND	UTILITY REFUND	General Fund	148.24
				Total for Payment No.:		148.24

Payment No: 730161

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SANTA CLARA LIGHTING, INC.	00586333	35507	LIGHTS	General Fund	148.19

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		148.19

Payment No: 034786

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GRAINGER	00585461	9666710893	PARTS - V#3599	Fleet Operation Fund	28.76
				Total for Payment No.:		28.76

Payment No: 729801

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CHANGJI YANG	00586603	70736-18 UTILITY REFUND	UTILITY REFUND	General Fund	144.08
				Total for Payment No.:		144.08

Payment No: 729892

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	YOUNGEN METAVERSE INC.	00586599	62746-16 UTILITY REFUND	UTILITY REFUND	General Fund	143.51
				Total for Payment No.:		143.51

Payment No: 730168

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	THE SOURCING GROUP LLC	00586941	734333	BUSINESS CARDS	General Fund	141.87
				Total for Payment No.:		141.87

Payment No: 729871

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SOPHIA HASHIMOTO	00586625	78605-08 UTILITY REFUND	UTILITY REFUND	General Fund	141.64
				Total for Payment No.:		141.64

Payment No: 729949

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	KURT RUBIN	00586743	00073839-01 UTILITY REFUND	UTILITY REFUND	General Fund	140.87
				Total for Payment No.:		140.87

Payment No: 729786

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	AKSHATA RAMESH	00586623	78014-08 UTILITY REFUND	UTILITY REFUND	General Fund	140.43
				Total for Payment No.:		140.43

Payment No: 729866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SERGIO GONZALEZ	00586568	31577-17 UTILITY REFUND	UTILITY REFUND	General Fund	140.19
				Total for Payment No.:		140.19

Payment No: 729620

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	JESUS ARLEY CASTRILLON	00586063	23581-15 UTILITY REFUND	UTILITY REFUND	General Fund	140.01
				Total for Payment No.:		140.01

Payment No: 730013

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	GABRIEL VALENCIA	00586271	41255OCT2025	REIMB WTR CERT CLASS	Water Utility	75.00
2025-11-14	GABRIEL VALENCIA	00586271	41255OCT2025	REIMB WTR CERT	Water Utility	65.00
				Total for Payment No.:		140.00

Payment No: 729720

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	NAPA AUTO PARTS	00585462	044612	PARTS - V#3122	Fleet Operation Fund	24.86
2025-10-31	NAPA AUTO PARTS	00585463	044680	PARTS - V#3440	Fleet Operation Fund	55.11
2025-10-31	NAPA AUTO PARTS	00585464	045242	PARTS - V#3122	Fleet Operation Fund	36.86
2025-10-31	NAPA AUTO PARTS	00585465	045283	PARTS - SHOP	Fleet Operation Fund	21.93
				Total for Payment No.:		138.76

Payment No: 729803

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CHOSEI KASEDA	00586630	80301-06 UTILITY REFUND	UTILITY REFUND	General Fund	135.39
				Total for Payment No.:		135.39

Payment No: 729883

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	XIAORUI WANG	00586635	81797-04 UTILITY REFUND	UTILITY REFUND	General Fund	134.76
				Total for Payment No.:		134.76

Payment No: 730041

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	NAKAMURA, HIROYUKI	00582921	76419-07 UTILITY REFUND	UTILITY REFUND	General Fund	134.43
				Total for Payment No.:		134.43

Payment No: 729638

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	YOUHAN LEE	00586093	80572-05 UTILITY REFUND	UTILITY REFUND	General Fund	134.42
				Total for Payment No.:		134.42

Payment No: 729640

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	YUN JIA MA	00586096	83440-05 UTILITY REFUND	UTILITY REFUND	General Fund	133.18
				Total for Payment No.:		133.18

Payment No: 729849

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MASAHIRO OKUBO	00586616	76423-14 UTILITY REFUND	UTILITY REFUND	General Fund	130.59
				Total for Payment No.:		130.59

Payment No: 730093

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CRIME SCENE CLEANERS INC	00586318	94428	clean pd car	General Fund	130.00
				Total for Payment No.:		130.00

Payment No: 729884

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	YAN MIAO	00586642	82501-02 UTILITY REFUND	UTILITY REFUND	General Fund	128.54
				Total for Payment No.:		128.54

Payment No: 729799

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CALIFORNIA SUITES	00586624	78213-11 UTILITY REFUND	UTILITY REFUND	General Fund	59.60
2025-11-07	CALIFORNIA SUITES	00586639	82207-06 UTILITY REFUND	UTILITY REFUND	General Fund	40.48
2025-11-07	CALIFORNIA SUITES	00586641	82348-04 UTILITY REFUND	UTILITY REFUND	General Fund	27.79
				Total for Payment No.:		127.87

Payment No: 729824

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JENYUAN LEE	00586529	13952-26 UTILITY REFUND	UTILITY REFUND	General Fund	127.85
				Total for Payment No.:		127.85

Payment No: 729893

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	YUICHI NONAKA	00586609	72132-23 UTILITY REFUND	UTILITY REFUND	General Fund	126.02
				Total for Payment No.:		126.02

Payment No: 730048

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CA FRANCHISE TAX BOARD	00587293	10/26/25-11/08/25CB	WAGE ATTACHMENT B2523	Payroll Liability&ClearingAcct	125.00
				Total for Payment No.:		125.00

Payment No: 729641

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CA FRANCHISE TAX BOARD	00586246	10/12/25-10/25/25CB	WAGE ATTACHMENT B2522	Payroll Liability&ClearingAcct	125.00
				Total for Payment No.:		125.00

Payment No: 729881

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	WEI-TSO CHEN	00586596	61125-24 UTILITY REFUND	UTILITY REFUND	General Fund	123.47
				Total for Payment No.:		123.47

Payment No: 729864

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SADIE STRELOW	00586571	32716-12 UTILITY REFUND	UTILITY REFUND	General Fund	122.17
				Total for Payment No.:		122.17

Payment No: 729820

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	HIROSHI KAWAI	00586611	73040-13 UTILITY REFUND	UTILITY REFUND	General Fund	121.79
				Total for Payment No.:		121.79

Payment No: 729894

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	YUSUKE IMAMURA	00586633	80515-09 UTILITY REFUND	UTILITY REFUND	General Fund	120.21
				Total for Payment No.:		120.21

Payment No: 729891

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	YOUNG CHAN SONG	00586530	14210-22 UTILITY REFUND	UTILITY REFUND	General Fund	119.10
				Total for Payment No.:		119.10

Payment No: 729885

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	YASUHIDE MAXIMOTO	00586627	79012-04 UTILITY REFUND	UTILITY REFUND	General Fund	118.84
				Total for Payment No.:		118.84

Payment No: 729862

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	RAVIKUMAR, RAHUL	00586649	84017-08 UTILITY	UTILITY REFUND	General Fund	118.83

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
			REFUND			
				Total for Payment No.:		118.83

Payment No: 729639

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	YU CHENG JHANG	00586071	40590-18 UTILITY REFUND	UTILITY REFUND	General Fund	117.57
				Total for Payment No.:		117.57

Payment No: 729888

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	YITING CHEN	00586648	83791-02 UTILITY REFUND	UTILITY REFUND	General Fund	117.26
				Total for Payment No.:		117.26

Payment No: 729882

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	WEIDI QI	00586583	46584-21 UTILITY REFUND	UTILITY REFUND	General Fund	116.21
				Total for Payment No.:		116.21

Payment No: 729691

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	HAARMAN, ROBBERT	00586089	76771-03 UTILITY REFUND	UTILITY REFUND	General Fund	116.17
				Total for Payment No.:		116.17

Payment No: 730166

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	T-MOBILE USA INC	00586260	L2510169979	GPS Ping	General Fund	115.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		115.00

Payment No: 729628

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	RENE MARTIN CALMO	00586077	59221-09 UTILITY REFUND	UTILITY REFUND	General Fund	112.99
				Total for Payment No.:		112.99

Payment No: 730049

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CA FRANCHISE TAX BOARD	00587294	10/26/25-11/08/25ND	WAGE ATTACHMENT B2523	Payroll Liability&ClearingAcct	112.75
				Total for Payment No.:		112.75

Payment No: 729586

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	UPS SUPPLY CHAIN SOLUTIONS INC	00585597	00009882E5405A	DELIVERY CITY CLERK	General Fund	48.34
				Total for Payment No.:		48.34

Payment No: 729822

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	HONEY DINESH NIKAM	00586528	12652-20 UTILITY REFUND	UTILITY REFUND	General Fund	107.67
				Total for Payment No.:		107.67

Payment No: 729815

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GABRIELLE LUCERO	00586556	27448-25 UTILITY REFUND	UTILITY REFUND	General Fund	107.57
				Total for Payment No.:		107.57

Payment No: 729896

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ZHIFENG DAI	00586621	77428-08 UTILITY REFUND	UTILITY REFUND	General Fund	107.50
				Total for Payment No.:		107.50

Payment No: 729895

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ZHAN, CHENHAO	00586604	70868-25 UTILITY REFUND	UTILITY REFUND	General Fund	107.28
				Total for Payment No.:		107.28

Payment No: 729829

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JOSE FIDEL IDELFONSO PATINO	00586551	25828-16 UTILITY REFUND	UTILITY REFUND	General Fund	106.70
				Total for Payment No.:		106.70

Payment No: 729685

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	FLEETPRIDE, INC.	00585460	129454306	PARTS - STOCK	Fleet Operation Fund	106.70
				Total for Payment No.:		106.70

Payment No: 729484

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	AMAZON CAPITAL SERVICES, INC.	00584724	1V16-XMVN-3KJR	1241 AD BK	General Fund	44.20
2025-10-24	AMAZON CAPITAL SERVICES, INC.	00584724	1V16-XMVN-3KJR	1231 JUV BK	General Fund	28.36
2025-10-24	AMAZON CAPITAL SERVICES, INC.	00584724	1V16-XMVN-3KJR	SUPPLIES	General Fund	28.85
2025-10-24	AMAZON CAPITAL SERVICES, INC.	00584724	1V16-XMVN-3KJR	SHIPPING AND HANDLING TAXABLE	General Fund	4.33
				Total for Payment No.:		105.74

Payment No: 729886

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	YICHEN LIN	00586606	70959-23 UTILITY REFUND	UTILITY REFUND	General Fund	104.66
				Total for Payment No.:		104.66

Payment No: 729636

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	VIMAAN ROBOTICS INC	00586058	16301-09 UTILITY REFUND	UTILITY REFUND	General Fund	103.95
				Total for Payment No.:		103.95

Payment No: 730054

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	SANTA CLARA CO SHERIFFS DEPT	00587300	10/26/25-11/08/25PR	WAGE ATTACHMENT B2523	Payroll Liability&ClearingAcct	100.00
				Total for Payment No.:		100.00

Payment No: 729647

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SANTA CLARA CO SHERIFFS DEPT	00586253	10/12/25-10/25/25PR	WAGE ATTACHMENT B2522	Payroll Liability&ClearingAcct	100.00
				Total for Payment No.:		100.00

Payment No: 729902

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ALTEC INDUSTRIES INC	00585758	13259716	PARTS - V#3188	Fleet Operation Fund	99.79
				Total for Payment No.:		99.79

Payment No: 730117

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	GEOTAB USA	00586183	IN425419	SERVICE PLAN - MARCH 2025	Solid Waste Program	19.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	GEOTAB USA	00586187	IN433798	SERVICE PLAN - MAY 2025	Solid Waste Program	19.75
2025-11-14	GEOTAB USA	00586188	IN442764	SERVICE PLAN - JULY 2025	Solid Waste Program	19.75
2025-11-14	GEOTAB USA	00586190	IN447883	SERVICE PLAN - AUGUST 2025	Solid Waste Program	19.75
2025-11-14	GEOTAB USA	00586191	IN452313	SERVICE PLAN - SEPTEMBER 2025	Solid Waste Program	19.75
				Total for Payment No.:		98.75

Payment No: 729819

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	GUANHONG CHEN	00586559	28485-33 UTILITY REFUND	UTILITY REFUND	General Fund	98.70
				Total for Payment No.:		98.70

Payment No: 729489

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	AT&T CALNET	00585050	000024079461	GYMNASTICS CENTER MODEM	General Fund	48.54
2025-10-24	AT&T CALNET	00585050	000024079461	LIBRARY BOOKMOBILE MODEM	General Fund	48.53
				Total for Payment No.:		97.07

Payment No: 729835

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	KATHIA RAMIREZ MARIMON	00586539	21299-13 UTILITY REFUND	UTILITY REFUND	General Fund	96.82
				Total for Payment No.:		96.82

Payment No: 034803

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	NI GOVERNMENT SERVICES	00585439	25092908551	monthly satellite radio fees	General Fund	92.90
				Total for Payment No.:		92.90

Payment No: 730126

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	INSTANT STORAGE SERVICE	00586162	155468	Container Rental Fee	General Fund	92.76
				Total for Payment No.:		92.76

Payment No: 729890

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	YOSUKE SHIMIZU	00586622	77855-08 UTILITY REFUND	UTILITY REFUND	General Fund	92.43
				Total for Payment No.:		92.43

Payment No: 730000

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	VISO - BENTON AND EL CAMINO LP	00586644	83415-03 UTILITY REFUND	UTILITY REFUND	General Fund	90.17
				Total for Payment No.:		90.17

Payment No: 729602

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	DEPT OF COMMUNITY SVCS&DEVELOP	00586132	29460-16 UTILITY REFUND	UTILITY REFUND	General Fund	88.06
				Total for Payment No.:		88.06

Payment No: 034699

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	COAST COUNTIES TRUCK	00584881	01257944P	PARTS - V3197	Fleet Operation Fund	87.14
				Total for Payment No.:		87.14

Payment No: 730042

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	NG, MEI YI	00578442	47865-08 UTILITY REFUND	UTILITY REFUND	General Fund	84.30

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		84.30

Payment No: 729627

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	RAHUL BHASKARUNI	00586066	24925-27 UTILITY REFUND	UTILITY REFUND	General Fund	83.13
				Total for Payment No.:		83.13

Payment No: 729603

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	EDWIN BALQUIEDRA	00586203	28262OCT2025	TRAINING/SEMINAR HYATT SFO	Building New Dvlpmnt Srvc Fee	82.60
				Total for Payment No.:		82.60

Payment No: 729791

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ARISTON CARVALHO NETO	00586612	73705-05 UTILITY REFUND	UTILITY REFUND	General Fund	82.56
				Total for Payment No.:		82.56

Payment No: 729618

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ERIKA EDITH GONZALEZ DIAZ	00586068	32241-04 UTILITY REFUND	UTILITY REFUND	General Fund	81.78
				Total for Payment No.:		81.78

Payment No: 729721

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ONE LIFE PRINTS, INC	00585251	7131	OGIO #91007 Range Pack	Building New Dvlpmnt Srvc Fee	81.24
				Total for Payment No.:		81.24

Payment No: 729631

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SHAUN TSAI	00586074	47471-01 UTILITY REFUND	UTILITY REFUND	General Fund	81.22
				Total for Payment No.:		81.22

Payment No: 729847

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MARIA ZAITCHENKO	00586631	80482-06 UTILITY REFUND	UTILITY REFUND	General Fund	81.16
				Total for Payment No.:		81.16

Payment No: 729611

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ALEXIS SANTOS	00586084	70958-22 UTILITY REFUND	UTILITY REFUND	General Fund	80.65
				Total for Payment No.:		80.65

Payment No: 729797

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BRENDA LEE	00586549	24687-24 UTILITY REFUND	UTILITY REFUND	General Fund	80.17
				Total for Payment No.:		80.17

Payment No: 730032

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	TONY LEAMAN	00586270	42508OCT2025	REMB WTR OPER PROGRAM	Water Utility	80.00
				Total for Payment No.:		80.00

Payment No: 729865

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SANJEEV BHATIA	00586578	39577-06 UTILITY	UTILITY REFUND	General Fund	70.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
			REFUND			
2025-11-07	SANJEEV BHATIA	00586652	88876-05 UTILITY REFUND	UTILITY REFUND	General Fund	9.74
				Total for Payment No.:		79.74

Payment No: 729508

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	DIEGO NAVARRO PONS	00578784	42052JUN2025	LiveScan Reimbursement	General Fund	79.00
				Total for Payment No.:		79.00

Payment No: 729813

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ELIF TEKIN	00586560	28704-05 UTILITY REFUND	UTILITY REFUND	General Fund	76.43
				Total for Payment No.:		76.43

Payment No: 730149

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	PACIFIC TELEMANAGEMENT SVCS	00586179	2147093	PD PAY PHONE SERVICE NOV 2025	Information Technology Service	75.00
				Total for Payment No.:		75.00

Payment No: 730051

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CA FRANCHISE TAX BOARD	00587296	10/26/25-11/08/25CG	WAGE ATTACHMENT B2523	Payroll Liability&ClearingAcct	75.00
				Total for Payment No.:		75.00

Payment No: 729644

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CA FRANCHISE TAX BOARD	00586249	10/12/25-10/25/25CG	WAGE ATTACHMENT B2522	Payroll Liability&ClearingAcct	75.00
				Total for Payment No.:		75.00

Payment No: 729546

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PACIFIC TELEMANAGEMENT SVCS	00585057	2146186	PD PAY PHONE SERVICES OCT 2025	Information Technology Service	75.00
				Total for Payment No.:		75.00

Payment No: 729556

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	ROYAL BRASS INC	00584995	00370376	FLEET - PARTS - V3582	Fleet Operation Fund	74.70
				Total for Payment No.:		74.70

Payment No: 729908

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	AVERATEK CORPORATION	00586598	62028-05 UTILITY REFUND	UTILITY REFUND	General Fund	73.82
				Total for Payment No.:		73.82

Payment No: 730101

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	DISSTINK	00586326	1087	MAYOR CLERK SIGNS	General Fund	65.48
2025-11-14	DISSTINK	00586326	1087	SHIPPING	General Fund	6.80
				Total for Payment No.:		72.28

Payment No: 730175

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	UPS SUPPLY CHAIN SOLUTIONS INC	00587003	00009882E5435A	DELIVERY CHARGES: CITY CLERK	General Fund	71.65

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		71.65

Payment No: 729794

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BALVIR SINGH	00586579	41540-04 UTILITY REFUND	UTILITY REFUND	General Fund	71.00
				Total for Payment No.:		71.00

Payment No: 729851

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MEGAN NUCHERENO	00586572	32808-30 UTILITY REFUND	UTILITY REFUND	General Fund	70.22
				Total for Payment No.:		70.22

Payment No: 729792

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BAFEKR, MASON	00586610	72553-14 UTILITY REFUND	UTILITY REFUND	General Fund	68.30
				Total for Payment No.:		68.30

Payment No: 034771

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	BERLITZ LANGUAGES, INC	00585471	001-274-25-01448	Bilingual Testing	General Fund	65.00
				Total for Payment No.:		65.00

Payment No: 729805

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CLAUDIA MARTINEZ	00586581	44120-09 UTILITY REFUND	UTILITY REFUND	General Fund	64.95
				Total for Payment No.:		64.95

Payment No: 729875

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SUN JOO PARK	00586536	19289-08 UTILITY REFUND	UTILITY REFUND	General Fund	64.68
				Total for Payment No.:		64.68

Payment No: 730001

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	WATERSAVERS IRRIGATION INC	00585714	3295548-00	sprinkler fittings & acces..	General Fund	63.75
				Total for Payment No.:		63.75

Payment No: 729856

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PARTH NEGI	00586570	31696-30 UTILITY REFUND	UTILITY REFUND	General Fund	62.95
				Total for Payment No.:		62.95

Payment No: 729539

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	MUSSON THEATRICAL	00585757	INV986	Incidental Theater Purchases v	General Fund	62.75
				Total for Payment No.:		62.75

Payment No: 729642

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	CA FRANCHISE TAX BOARD	00586247	10/12/25-10/25/25ND	WAGE ATTACHMENT B2522	Payroll Liability&ClearingAcct	62.64
				Total for Payment No.:		62.64

Payment No: 729859

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	PRASHANT MESHRAM	00586594	57610-09 UTILITY REFUND	UTILITY REFUND	General Fund	62.23

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		62.23

Payment No: 729804

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CINDY TSANG	00586637	82005-01 UTILITY REFUND	UTILITY REFUND	General Fund	61.73
				Total for Payment No.:		61.73

Payment No: 729814

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	FLOR DORADO	00586588	50951-07 UTILITY REFUND	UTILITY REFUND	General Fund	61.47
				Total for Payment No.:		61.47

Payment No: 729553

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	QUADIENT FINANCE USA INC	00585678	17825814	POSTAGE METER SUPPLIES	General Fund	61.16
				Total for Payment No.:		61.16

Payment No: 729998

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	UPS SUPPLY CHAIN SOLUTIONS INC	00586661	00009882E5425A	DELIVERY CHARGES CITY CLERK	General Fund	21.65
2025-11-07	UPS SUPPLY CHAIN SOLUTIONS INC	00586661	00009882E5425A	DELIVERY CHARGES PARKS & REC	General Fund	25.10
				Total for Payment No.:		46.75

Payment No: 729861

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	RAKESH KUMAR	00586643	83313-05 UTILITY REFUND	UTILITY REFUND	General Fund	60.71
				Total for Payment No.:		60.71

Payment No: 729872

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ST ANTON APARTMENTS TASMAN	00586650	84291-04 UTILITY REFUND	UTILITY REFUND	General Fund	60.52
				Total for Payment No.:		60.52

Payment No: 729755

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	UPS SUPPLY CHAIN SOLUTIONS INC	00586012	00009882E5415A	DELIVERY CHARGES CITY CLERK	General Fund	20.27
2025-10-31	UPS SUPPLY CHAIN SOLUTIONS INC	00586012	00009882E5415A	DELIVERY CHARGES LIBRARY	General Fund	39.08
				Total for Payment No.:		59.35

Payment No: 729630

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	RISHABH AJMERA	00586088	76525-10 UTILITY REFUND	UTILITY REFUND	General Fund	58.60
				Total for Payment No.:		58.60

Payment No: 729466

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SCC DTAC	00584970	2429OCT2025	FY 25-26 PROP TAX BAYSHORE	Sewer Utility	58.18
				Total for Payment No.:		58.18

Payment No: 729833

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JUNG MIN SHIN	00586617	76554-07 UTILITY REFUND	UTILITY REFUND	General Fund	58.02
				Total for Payment No.:		58.02

Payment No: 729837

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	KEVIN WANG	00586651	84458-02 UTILITY REFUND	UTILITY REFUND	General Fund	57.84
				Total for Payment No.:		57.84

Payment No: 729776

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MEI NG	00586441	31151OCT2025	CALBO TRAINING CLASSES	Building New Dvlpmnt Srvc Fee	57.56
				Total for Payment No.:		57.56

Payment No: 729777

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MIA NGUYEN	00586445	40115OCT2025	TRAINING SEMINAR AT HYATT REGE	Building New Dvlpmnt Srvc Fee	57.42
				Total for Payment No.:		57.42

Payment No: 730039

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CHAND, PRADIP KUMAR	00570343	45592-35 UTILITY REFUND	UTILITY REFUND	General Fund	56.85
				Total for Payment No.:		56.85

Payment No: 729624

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MATUSICH & RAICH PROPERTY MGT	00586072	44766-13 UTILITY REFUND	UTILITY REFUND	General Fund	55.87
				Total for Payment No.:		55.87

Payment No: 034722

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	LINDE GAS & EQUIPMENT INC.	00584947	52181511	SERVICE - SHOP	Fleet Operation Fund	53.27

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	LINDE GAS & EQUIPMENT INC.	00584947	52181511	MISC FEE	Fleet Operation Fund	2.18
				Total for Payment No.:		55.45

Payment No: 729635

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	TERRY TICE	00586067	27524-19 UTILITY REFUND	UTILITY REFUND	General Fund	55.00
				Total for Payment No.:		55.00

Payment No: 729793

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BAILEY BLACK	00586645	83525-06 UTILITY REFUND	UTILITY REFUND	General Fund	53.95
				Total for Payment No.:		53.95

Payment No: 730145

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	NATIONAL TRENCH SAFETY LLC	00587046	1121179	AS-NEEDED SHORING EQUIPMENT FO	Water Utility	53.80
				Total for Payment No.:		53.80

Payment No: 729844

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LUKE DAVIDSON	00586573	32991-29 UTILITY REFUND	UTILITY REFUND	General Fund	53.40
				Total for Payment No.:		53.40

Payment No: 729467

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SCC DTAC	00584971	2429OCT2025A	FY 25-26 PROP TAX N 1ST STREET	Sewer Utility	53.24

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		53.24

Payment No: 730180

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	VERIZON WIRELESS	00586280	6126792473	FIRE STADIUM WIRELESS	General Fund	50.10
				Total for Payment No.:		50.10

Payment No: 729760

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	VERIZON WIRELESS	00585154	6124305446	FIRE STADIUM WIRELESS	General Fund	50.10
				Total for Payment No.:		50.10

Payment No: 730037

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	AMN HEALTHCARE LANGUAGE SERVICES INC	00586216	SIN753697	MONTHLY SERVICE FEE	General Fund	50.00
				Total for Payment No.:		50.00

Payment No: 729796

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BODI LI	00586562	29413-26 UTILITY REFUND	UTILITY REFUND	General Fund	49.74
				Total for Payment No.:		49.74

Payment No: 729548

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	PET FOOD EXPRESS	00584550	SC-0825-01	K9 Tank Food K. McColloch	General Fund	49.19
				Total for Payment No.:		49.19

Payment No: 729785

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	AKRIT MOHAPATRA	00586620	77319-04 UTILITY REFUND	UTILITY REFUND	General Fund	45.81
				Total for Payment No.:		45.81

Payment No: 730047

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ZHI YANG	00579339	43124-03 UTILITY REFUND	UTILITY REFUND	General Fund	44.28
				Total for Payment No.:		44.28

Payment No: 729964

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	NGUYEN, TRANG	00586592	56574-16 UTILITY REFUND	UTILITY REFUND	General Fund	42.27
				Total for Payment No.:		42.27

Payment No: 729863

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	RITESH SHETTY	00586541	24285-18 UTILITY REFUND	UTILITY REFUND	General Fund	41.91
				Total for Payment No.:		41.91

Payment No: 729580

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	TURF STAR, INC.	00585015	INV115994	FLEET - PARTS - V3759	Fleet Operation Fund	41.71
				Total for Payment No.:		41.71

Payment No: 729842

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LISA ROS	00586585	47431-01 UTILITY	UTILITY REFUND	General Fund	41.19

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
			REFUND			
				Total for Payment No.:		41.19

Payment No: 729532

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	LISA HOLMES	00585588	42365OCT2025	RECREATION ACTIVITY WITHDRAWAL	General Fund	41.00
				Total for Payment No.:		41.00

Payment No: 729955

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	[redacted]	[redacted]	[redacted]	LEGAL SERVICES - CHANGE ORDER	[redacted]	[redacted]
				Total for Payment No.:		38.00

Payment No: 729612

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	ANKIT GOEL	00586082	70238-10 UTILITY REFUND	UTILITY REFUND	General Fund	37.71
				Total for Payment No.:		37.71

Payment No: 729633

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SHUANGQIAO CHEN	00586092	80222-09 UTILITY REFUND	UTILITY REFUND	General Fund	37.22
				Total for Payment No.:		37.22

Payment No: 729845

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MALAVIKA MEHTA	00586582	45236-21 UTILITY REFUND	UTILITY REFUND	General Fund	37.20

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		37.20

Payment No: 729795

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BARONYI KENGEYE	00586605	70872-30 UTILITY REFUND	UTILITY REFUND	General Fund	35.38
				Total for Payment No.:		35.38

Payment No: 730121

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	HALREC INC	00585961	283738-1	PARTS - V3139	Fleet Operation Fund	33.32
				Total for Payment No.:		33.32

Payment No: 729853

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	NATHAN SCHMITZ	00586557	27487-22 UTILITY REFUND	UTILITY REFUND	General Fund	33.29
				Total for Payment No.:		33.29

Payment No: 729905

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	AT&T CALNET	00585775	24232836	GYMNASTICS CENTER MODEM	General Fund	16.57
2025-11-07	AT&T CALNET	00585775	24232836	BOOKMOBILE MODEM	General Fund	16.57
				Total for Payment No.:		33.14

Payment No: 729901

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ALLIED AUTO STORES	00585725	01IK2992	PARTS - V3386	Fleet Operation Fund	32.73
				Total for Payment No.:		32.73

Payment No: 729907

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	AT&T MOBILITY	00585914	287354097878X10192025	PD FIRSTNET WIRELESS SERVICE	General Fund	32.11
				Total for Payment No.:		32.11

Payment No: 729826

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JIAYI WANG	00586615	75415-06 UTILITY REFUND	UTILITY REFUND	General Fund	31.49
				Total for Payment No.:		31.49

Payment No: 729811

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	EDWARD KIM	00586647	83703-02 UTILITY REFUND	UTILITY REFUND	General Fund	31.05
				Total for Payment No.:		31.05

Payment No: 729868

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SHAC LS APARTMENTS I LLC	00586640	82258-03 UTILITY REFUND	UTILITY REFUND	General Fund	29.80
				Total for Payment No.:		29.80

Payment No: 729980

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	SANTA CLARA UNIVERSITY - PROP MGMT	00586575	33188-28 UTILITY REFUND	UTILITY REFUND	General Fund	29.01
				Total for Payment No.:		29.01

Payment No: 730130

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	KEVIN MCLARNEY	00586172	40126OCT2025	Tech Fee - PC BDIV & Permit	General Fund	29.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		29.00

Payment No: 729623

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MARK WONG	00586091	79340-03 UTILITY REFUND	UTILITY REFUND	General Fund	28.47
				Total for Payment No.:		28.47

Payment No: 730105

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	EMERALD BALTAO	00586102	42185OCT2025	Tech fee - PC BDIV & Permit	General Fund	9.41
2025-11-14	EMERALD BALTAO	00586103	42185OCT2025A	Tech fee - PC BDIV & Permit	General Fund	9.40
2025-11-14	EMERALD BALTAO	00586105	42185OCT2025B	Tech fee - PC BDIV & Permit	General Fund	9.40
				Total for Payment No.:		28.21

Payment No: 729619

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	GURSHARAN AHIR	00586086	75524-05 UTILITY REFUND	UTILITY REFUND	General Fund	26.52
				Total for Payment No.:		26.52

Payment No: 729789

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	ANKUSH PURI	00586607	71457-06 UTILITY REFUND	UTILITY REFUND	General Fund	25.56
				Total for Payment No.:		25.56

Payment No: 729653

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	PG&E	00585501	1086875099-2OCT2025	Lawrence Station	LawrenceStation	23.79

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					MaintenanceCFD	
				Total for Payment No.:		23.79

Payment No: 729718

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MILDRED MCCLINTOCK	00586069	33978-01 UTILITY REFUND	UTILITY REFUND	General Fund	23.58
				Total for Payment No.:		23.58

Payment No: 729876

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	TERESA BUTCHART	00586537	19977-14 UTILITY REFUND	UTILITY REFUND	General Fund	22.40
				Total for Payment No.:		22.40

Payment No: 729798

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	BRYSON GALAPON	00586550	24699-22 UTILITY REFUND	UTILITY REFUND	General Fund	22.14
				Total for Payment No.:		22.14

Payment No: 034777

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	COAST COUNTIES TRUCK	00585456	01258742P	PARTS - V#3147	Fleet Operation Fund	21.80
				Total for Payment No.:		21.80

Payment No: 729629

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	RIAZ ALI KHAN MOHAMMAD	00586073	45778-34 UTILITY REFUND	UTILITY REFUND	General Fund	21.06

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		21.06

Payment No: 729703

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	KALL8	00585276	E42516093025	Monthly Q-Card	General Fund	21.01
				Total for Payment No.:		21.01

Payment No: 729806

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	COLE WEBSTER	00586577	33561-14 UTILITY REFUND	UTILITY REFUND	General Fund	20.98
				Total for Payment No.:		20.98

Payment No: 730043

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	RMA LLC	00577466	48740-07 UTILITY REFUND	UTILITY REFUND	General Fund	20.62
				Total for Payment No.:		20.62

Payment No: 729887

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	YIRAN CAO	00586597	61130-24 UTILITY REFUND	UTILITY REFUND	General Fund	19.38
				Total for Payment No.:		19.38

Payment No: 729491

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	AT&T MOBILITY	00585055	287354097878X09192025	PD FIRSTNET WIRELESS	General Fund	19.23
				Total for Payment No.:		19.23

Payment No: 729558

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	RYAN DELANEY	00584782	42227OCT2025	Tech fee - PC BDIV & Permit	General Fund	18.27
				Total for Payment No.:		18.27

Payment No: 729625

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	MUDITA SINGHAL	00586087	75963-01 UTILITY REFUND	UTILITY REFUND	General Fund	17.71
				Total for Payment No.:		17.71

Payment No: 034932

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	LEVY SANTA CLARA CONVENTION CENTER	00587061	580969	10/07/25 DOS TID Meeting, Soft	Deposit Funds.	16.11
				Total for Payment No.:		16.11

Payment No: 729565

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	SHANE KAVANAGH	00584781	42229OCT2025	Tech fee - PC BDIV & Permit	General Fund	15.50
				Total for Payment No.:		15.50

Payment No: 729533

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	LOGAN LUECK	00584783	42214OCT2025	Tech fee - PC BDIV & Permit	General Fund	15.45
				Total for Payment No.:		15.45

Payment No: 730038

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	BRAND, ALON	00570394	79150-02 UTILITY REFUND	UTILITY REFUND	General Fund	15.23

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		15.23

Payment No: 729802

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	CHAOBIN YANG	00586595	60399-26 UTILITY REFUND	UTILITY REFUND	General Fund	15.19
				Total for Payment No.:		15.19

Payment No: 729634

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	T W SMITH & FAMILY LLC	00586080	61980-08 UTILITY REFUND	UTILITY REFUND	General Fund	15.00
				Total for Payment No.:		15.00

Payment No: 730052

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	CA FRANCHISE TAX BOARD	00587297	10/26/25-11/08/25JP	WAGE ATTACHMENT B2523	Payroll Liability&ClearingAcct	14.35
				Total for Payment No.:		14.35

Payment No: 729525

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	KEVIN WELGE	00584785	42208OCT2025	Tech fee - PC BDIV & Permit	General Fund	14.11
				Total for Payment No.:		14.11

Payment No: 729578

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	TIM BENSCH	00585824	42442OCT2025	ACTIVITY CANCELLATION DUE TO A	General Fund	12.33
				Total for Payment No.:		12.33

Payment No: 729807

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	DARLY LUJANO SILVA	00586552	26519-23 UTILITY REFUND	UTILITY REFUND	General Fund	12.29
				Total for Payment No.:		12.29

Payment No: 729878

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	VASILII VAZHESOV	00586591	53109-22 UTILITY REFUND	UTILITY REFUND	General Fund	11.28
				Total for Payment No.:		11.28

Payment No: 729948

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	KAYLA ANNE CURAMENG	00585776	42207OCT2025	Tech Fee - PC BDIV & Permit	General Fund	9.44
				Total for Payment No.:		9.44

Payment No: 730100

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	DHRUVIKA LIMBASIYA	00586174	42181OCT2025	Tech Fee - PC BDIV & Permit	General Fund	9.41
				Total for Payment No.:		9.41

Payment No: 729825

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JIAQI XIE	00586646	83680-02 UTILITY REFUND	UTILITY REFUND	General Fund	8.59
				Total for Payment No.:		8.59

Payment No: 729846

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	MALCOLM WILLIAMS	00586593	56872-20 UTILITY REFUND	UTILITY REFUND	General Fund	8.12

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		8.12

Payment No: 729523

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	JULIO ESTRADA	00584784	42202OCT2025	Tech fee - PC BDIV & Permit	General Fund	7.75
				Total for Payment No.:		7.75

Payment No: 729827

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JING WANG	00586632	80495-05 UTILITY REFUND	UTILITY REFUND	General Fund	7.10
				Total for Payment No.:		7.10

Payment No: 729843

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	LMC MANSION GROVE OOMSA	00586531	14457-24 UTILITY REFUND	UTILITY REFUND	General Fund	6.94
				Total for Payment No.:		6.94

Payment No: 729836

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	KE XUAN	00586634	81493-04 UTILITY REFUND	UTILITY REFUND	General Fund	6.50
				Total for Payment No.:		6.50

Payment No: 729823

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	JASMINE SINGH	00586618	76863-08 UTILITY REFUND	UTILITY REFUND	General Fund	5.76
				Total for Payment No.:		5.76

Payment No: 729965

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	NICHOLAS STARICHA	00585777	42220OCT2025	Tech Fee - PC BDIV & Permit	General Fund	4.71
				Total for Payment No.:		4.71

Payment No: 730129

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	JOSHUA TOLAND	00586171	42201OCT2025	Tech Fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 730118

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	GIRISH AHUJA	00586109	42190OCT2025	Tech fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 730108

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-14	ERIC LICHTENBERGER	00586170	42186OCT2025	Tech Fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 729947

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	KARIANNE KERR	00585778	42205OCT2025	Tech Fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 729932

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	EVAN PERKINS	00585779	42188OCT2025	Tech Fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 729922

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-11-07	DANIEL TRAN	00585773	40606OCT2025	Tech Fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 729762

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	WILLIAM JONES	00585533	42244OCT2025	Tech Fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 729747

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	TRINIDAD DIAZ	00585535	42240OCT2025	Tech Fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 729744

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	SYLVESTER RAMIREZ	00585530	42236OCT2025	Tech Fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 729711

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	LEO SANTIAGO	00585537	42212OCT2025	Tech Fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 729699

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-31	JASWINDER TOOR	00585536	42193OCT2025	Tech Fee - PC BDIV & Permit	General Fund	4.70
				Total for Payment No.:		4.70

Payment No: 034698

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2025-10-24	COAST COUNTIES TRUCK	00585076	01258388P	PARTS - V3256	Fleet Operation Fund	80.21
2025-10-24	COAST COUNTIES TRUCK	00585077	01257537P	CREDIT - PARTS	Fleet Operation Fund	-78.20
				Total for Payment No.:		2.01

All Other City Funds Group Total **45,309,328.35**

Overall Total **111,480,851.76**

25-1656 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT

Action on Monthly Financial Status and Investment Reports for October 2025 and Approve the Related Budget Amendments

BACKGROUND

In compliance with the Charter of the City of Santa Clara and the adopted Investment Policy, the monthly financial report and monthly investment report for October 2025 are submitted for your information. The financial reviews, as of October 31, 2025, provide a year-to-date financial update to the City Council for fiscal year 2025/26. The analysis of the revenues collected and all expenditures measures the level of adherence to the established resource allocation plan and allows the City to monitor and project revenues and expenditures throughout the year.

The Budget incorporates the estimated revenues and planned expenditures for all funds. The attached Financial Status Reports provide the budget to actual revenue and expenditure summaries for the General Fund, Special Revenue Funds, Enterprise Funds and Internal Service Funds, as well as expenditure summaries for Capital Improvement Funds and Fund Reserve Balances. Any significant variances are explained in the reports.

In accordance with City Council Policy 051 - Donations to the City, a monthly activity and annual summary of donations received by department is included in these reports. Although the requirement of the policy is to report quarterly, the City will include this information monthly in the financial status report.

DISCUSSION

Monthly Financial Status Report (Attachment 1)

The attached Monthly Financial Status Report summarizes the City's financial performance as of October 31, 2025 (Attachment 1). This report provided financial analysis for the General Fund, select Special Revenue Funds, Internal Service Funds, Enterprise Operating Funds, and Capital Improvement Funds.

Monthly Financial Status Report shows that General Fund revenues (excluding transfers) at 20.2% of the budget through October 2025. The revenue in some categories received through October account for activity that occurred in FY 2024/25 and those revenues are accrued back to that year. In other cases, such as property tax, most payments are scheduled to occur later in the fiscal year. While it is early in the fiscal year, General Fund revenues are currently tracking within estimated levels. As shown in Monthly Financial Status Report, General Fund expenditures (excluding transfers) were at 31.8% through October 2025 and are tracking within budgeted levels.

As shown in Monthly Financial Status Report, total revenues for Enterprise Funds (Electric, Water, Sewer, Cemetery, Solid Waste, and Water Recycling) were at 23.6% of the budget through October 31, 2025, while total expenses were at 30.2%.

In October, donations of $125 were received, bringing total donations to $25,467.

The December 2025 UCLA Anderson Forecast continues to point to elevated uncertainty regarding the economic trajectory. These include trade uncertainty, concerns about the credibility of our central bank and government statistical agencies, the continued feasibility of the AI boom, and the potential impacts of domestic political strife.

In the third estimate for the second quarter 2025, the Gross Domestic Product (GDP) increased at an annual rate of 3.8%, following a GDP decrease of 0.6% in the first quarter 2025. On a national level, the unemployment rate changed little from 4.3% in August 2025 to 4.4% in September 2025. In September, the number of unemployed persons totaled 7.6 million, up 2.7% from August 2025. The California unemployment rate was 5.5% for both July 2025 and August 2025. The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 4.7% in August 2025, down slightly from a revised 4.9% in July 2025, but unchanged from the August 2024 estimate of 4.7%. Due to the federal government shutdown, the release of updated information has been delayed.

Staff will continue to closely monitor the General Fund revenues and the City's overall financial performance.

Monthly Investment Report (Attachment 2)

All securities held by the City of Santa Clara as of October 31, 2025 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for October 2025 was to invest funds not required to meet current obligations in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from the date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and with a reasonable portfolio return of 4.12% in October.

The Monthly Investment Report also includes a Statement of Transactions, following the Investment Inventory, in accordance with California Municipal Treasurers Association investment policy guidelines.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the California Code of Regulations in that they are fiscal activities that do not involve any commitment to any specific project which may result in a potential significant physical impact on the environment.

FISCAL IMPACT

From time to time, adjustments to the budget are required to reflect new information, align budgets with actual revenues and expenses, and correct for inadvertent errors. The recommended budget adjustment is described in Attachment 3 and summarized below:

- General Fund - increases the Stadium reimbursement estimate and increases the Non-Departmental Stadium Operations appropriation to account for additional purchases of body worn cameras;
- Convention Center Enterprise Fund - transfers funding to the Santa Clara Convention Center Condition Assessment Repair project in the Convention Center Capital Fund;
- Convention Center Capital Fund - recognizes a transfer from the Convention Center Enterprise Fund to provide additional funding for high priority projects including exterior painting of the Center, replacement of the cooling tower and drop ceiling installations;
- Fire Department Capital Fund - reallocates funding from the Fire Station 2 Window Seismic Upgrades project and establishes a new Training Center Audio Visual Equipment project;
- Parks and Recreation Capital Fund - recognizes Mitigation Fee and Quimby Act revenue and appropriates portions of the funding to the Parking Impact Fees Monitoring Project and Parkland Acquisition Project, with the remaining allocated to fund balance; and
- Public Buildings Capital Fund - recognizes an insurance reimbursement for property loss at the City-owned property of Peddler's Plaza and appropriates it to the Commerce/Peddler's Maintenance project.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Note and file the Monthly Financial Status Report and Monthly Investment Report for October 2025 as presented; and
2. Approve the FY 2025/26 budget amendments in the following funds (as detailed in the Fiscal Impact section of the staff report and Attachment 3 of the staff report):
   a. In the General Fund, increasing the Stadium reimbursement estimate and appropriating funds to Non-Departmental Stadium Operations, with a net impact of $74,000;
   b. In the Convention Center Enterprise Fund, transferring unrestricted fund balance to the Convention Center Capital Fund, with a net impact of $0;
   c. In the Convention Center Capital Fund, recognizing a transfer from the Convention Center Enterprise Fund and increasing the Santa Clara Convention Center Assessment Repair Project, with a net impact of $1,543,000;
   d. In the Fire Department Capital Fund, reallocating funding from the Fire Station 2 Window Seismic Upgrades project to a newly established Training Center Audio Visual Equipment project, with a net impact of $0;

e. In the Parks and Recreation Capital Fund, recognizing Mitigation Fee and Quimby Act revenue and appropriating the funds to the Parking Impact Fees Monitoring Project and Parkland Acquisition Project and to fund balance, with a net impact of $9,468,241; and
f. In the Public Buildings Capital Fund, recognizing insurance reimbursement funds and appropriating the funds to the Commerce/Peddler's Maintenance project, with a net impact of $110,027.

(Five votes required for items 2.a - f with further details provided in Attachment 3)

Reviewed by: Kenn Lee, Director of Finance
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Monthly Financial Status Report - October 2025
2. Monthly Investment Report - October 2025
3. FY 2025/26 Budget Amendments

City of Santa Clara

The Center of What's Possible

MONTHLY FINANCIAL STATUS REPORT

October 2025

City of Santa Clara

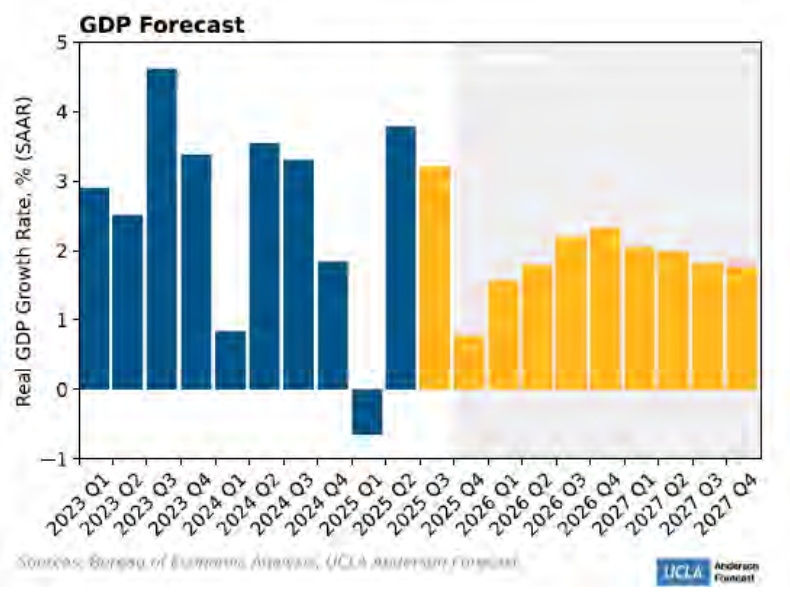
Financial Status Report as of October 31, 2025

This report summarizes the City's financial performance for the month ended October 31, 2025. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, Internal Service Funds, and Capital Improvement Funds. Financial information included in this report is unaudited.

Economic Outlook

The December 2025 UCLA Anderson Forecast continues to point to elevated uncertainty regarding the economic trajectory. "Not only does economic policy continue to fluctuate, as evidenced by shifting tariff schedules, but the longest government shutdown in history means that we have been partially blind to how the economy has been unfolding over the Fall. This lack of real-time data introduces a significant risk factor into current forecasting as we are operating with limited information. These include trade uncertainty, concerns about the credibility of our central bank and government statistical agencies, the continued feasibility of the AI boom, and the potential impacts of domestic political strife. Moreover, this presence of such strong, opposing economic forces (massive AI investment and its related wealth effects on one side, and tariff and deportation-induced uncertainty and cost pressures on the other), implies a greater scope for the forecast to miss in either direction."[1]

Quarterly Real GDP Growth Forecast (Seasonally Adjusted Annual Rates)



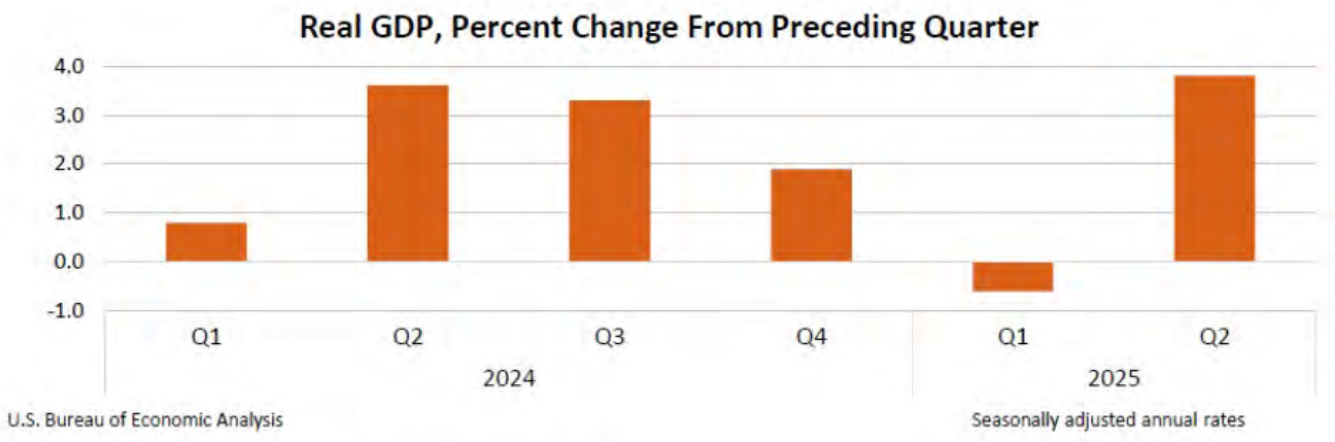
While the data on the third quarter 2025 Gross Domestic Product (GDP) was not available due to the government shutdown, the UCLA Forecast assumes robust growth of 3.2% in third quarter of 2025 due to growth in consumption expenditures and continued investment in AI infrastructure. However, the Forecast describes how the strength in these areas masks underlying weakness across the economy. "Poorer households and small businesses are struggling with higher costs of goods due to factors like tariffs as they face a volatile and uncertain economic environment. This uncertainty, stemming partly from tariff and immigration policies, hinders small firms' ability to accurately make future spending commitments, limiting their hiring and investment decisions. Outside of AI-related investments, capital expenditures are on net contracting." [2] Lower GDP growth is expected in the final quarter of 2025 due to a strain on consumption and business investment outside AI, the price impact from tariffs, and the impact of the

[1] UCLA Anderson Forecast for the Nation, Winter 2025 Report: In the Crosswinds of AI and Tariffs
[2] UCLA Anderson Forecast for the Nation, Winter 2025 Report: In the Crosswinds of AI and Tariffs

government shutdown. GDP growth is forecasted to improve in 2026 with continued investment in AI infrastructure spurred on by government fiscal stimulus.

The Conference Board (TCB) Economic Forecast for the US Economy also assumes a slowdown in GDP growth, with 1.9% growth projected for the third quarter 2025, 0.5% growth projected for the fourth quarter 2025, and quarterly growth ranging from 1.3% to 1.6% in 2026. "The US economy enters the final stretch of 2025 amid a mixture of relief and renewed uncertainty. The conclusion of the record 43-day federal government shutdown will restore key government functions and resume the flow of economic data critical to businesses and policymakers. However, it could take days — and in some cases a week or even months — before normal operations resume. While the immediate damage to output appears limited, the shutdown's ripple effects, including delayed spending, suspended contracts, and data distortions—are expected to weigh on Q4 2025 growth. We estimate the shutdown could shave roughly 0.5pp off of GDP growth in the quarter, but most of it will likely be recovered in the beginning of 2026."[3]

In the second quarter 2025 third estimate, the Gross Domestic Product (GDP) increased at an annual rate of 3.8%, following a GDP decrease of 0.6% in the first quarter. The increase in real GDP primarily reflected a decrease in imports, which are a subtraction in the calculation of GDP, and an increase in consumer spending. These movements were partly offset by decreases in investments and exports.[4] Official data for the third quarter 2025 was delayed due to the government shutdown.

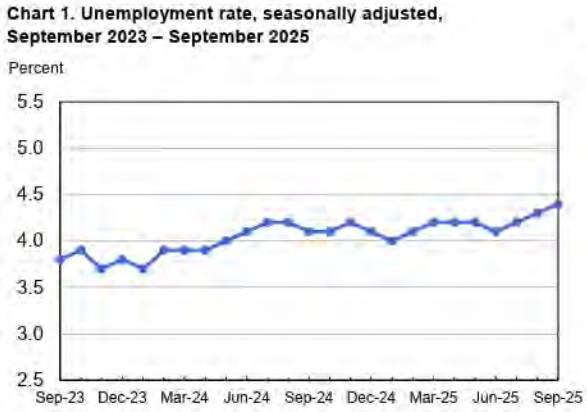


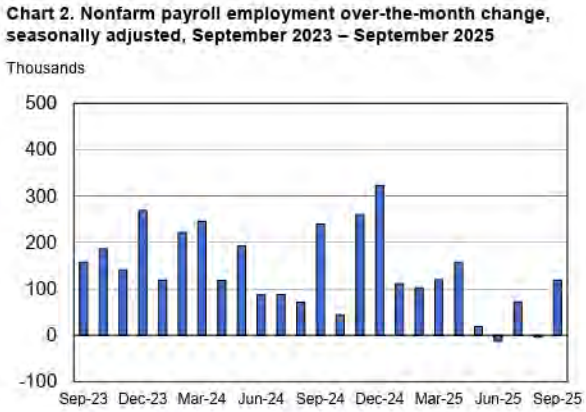
On a national level, the unemployment rate changed little from 4.3% to 4.4% between August and September 2025. In September, the number of unemployed persons totaled 7.6 million, an increase of approximately 200,000 from August.[5]

[3] https:///www.conference-board.org/research/us-forecast, The Conference Board Economic Forecast for the US Economy, Updated November 13, 2025

[4] https://www.bea.gov/news/2025/gross-domestic-product-2nd-quarter-2025-third-estimate-gdp-industry-corporate-profits

[5] https://www.bls.gov/news.release/pdf/empsit.pdf





At the state level, the California unemployment rate remained unchanged at 5.5% between July and August 2025. This rate is slightly higher compared to the 5.4% rate in August 2024. Over the past year, California employers have added 69,500 nonfarm jobs.[6] The California Employment Development Department has delayed the release of the September 2025 unemployment data for California as a result of the federal government shutdown as the California labor market information is produced in partnership with the U.S. Department of Labor's Bureau of Labor Statistics.

The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 4.7% in August 2025, down slightly from a revised 4.9% in July 2025, and unchanged from the August 2024 level of 4.7%. Between August 2024 and August 2025, employment in this region decreased by 2,300 jobs, or 0.2%. The largest decreases were in professional and business services (down 8,100 jobs) and manufacturing (down 3,800 jobs). Notable employment increases were in private education and health services (up 8,600 jobs) and government (up 1,900 jobs).[7] Data for September 2025 is not yet available.

General Fund

The General Fund is the major operating fund for the City and includes multiple programs, services, and activities for the residents and businesses of the City. The adopted budget for operating revenues and expenditures for fiscal year 2025/26 was $353.0 million. The amended budget for revenues and expenditures was adjusted to $359.7 million to reflect carryover encumbrances from fiscal year 2024/25 and various budget amendments approved by the City Council through October 2025.

While it is early in the fiscal year and limited data is available, General Fund revenues and expenditures are tracking within estimated levels.

[6] https://edd.ca.gov/en/about_edd/news_releases_and_announcements/unemployment-august-2025/
[7] https://labormarketinfo.edd.ca.gov/file/lfmonth/sjos$pds.pdf

General Fund Revenues

As of October 31, 2025, $67.9 million, or 20.2%, of General Fund revenue (excluding transfers) was received. This relatively low collection level through October is largely due to the timing of payments. In some categories, the revenues received in the first couple of months account for activity that occurred in FY 2024/25 and those revenues are accrued back to that year. In other cases, such as property tax, most payments are scheduled to occur later in the fiscal year. Transfers and use of reserves of $23.6 million have occurred as budgeted.

CITY OF SANTA CLARA
GENERAL FUND
REVENUE OVERVIEW AND COMPARISON BY TYPE

	FISCAL YEAR 2025/26				PY REVENUE COMPARISON		
Function	Adopted Budget	Amended Budget	Actual Through 10/31/2025	Percentage Received	Actual Through 10/31/2024	$ Change From Prior Year	Percentage Change
TAXES							
Sales Tax	$ 65,850,000	$ 65,850,000	$ 11,777,180	17.88%	$ 8,626,310	$ 3,150,870	36.53%
Property Tax	101,181,000	101,181,000	2,855,093	2.82%	3,254,255	(399,162)	-12.27%
Transient Occupancy Tax	27,500,000	27,500,000	6,473,687	23.54%	6,175,612	298,075	4.83%
Other Taxes	7,200,000	7,200,000	970,172	13.47%	943,308	26,864	2.85%
Total Taxes	**201,731,000**	**201,731,000**	**22,076,132**	**10.94%**	**18,999,485**	**3,076,647**	**16.19%**
LICENSES & PERMITS							
Business Licenses	6,200,000	6,200,000	2,432,556	39.23%	2,569,390	(136,834)	-5.33%
Fire Operation Permits	1,998,000	1,998,000	1,244,075	62.27%	771,155	472,920	61.33%
Miscellaneous Permits	26,000	26,000	254	0.98%	172,686	(172,432)	-99.85%
Total Licenses & Permits	**8,224,000**	**8,224,000**	**3,676,885**	**44.71%**	**3,513,231**	**163,654**	**4.66%**
FINES & PENALTIES	**1,557,000**	**1,557,000**	**1,239,341**	**79.60%**	**334,034**	**905,307**	**271.02%**
INTERGOVERNMENTAL	**580,000**	**880,000**	**537,742**	**61.11%**	**433,437**	**104,305**	**24.06%**
CHARGES FOR SERVICES	**35,626,474**	**35,626,474**	**14,422,123**	**40.48%**	**12,069,479**	**2,352,644**	**19.49%**
SILICON VALLEY POWER TRANSFER	**37,275,000**	**37,275,000**	**12,425,008**	**33.33%**	**11,821,700**	**603,308**	**5.10%**
USE OF MONEY & PROPERTY							
Interest	6,247,000	6,247,000	1,685,289	26.98%	579,532	1,105,757	190.80%
Rent	13,107,611	13,107,611	4,905,832	37.43%	4,431,745	474,087	10.70%
Total Use of Money & Property	**19,354,611**	**19,354,611**	**6,591,121**	**34.05%**	**5,011,277**	**1,579,844**	**31.53%**
MISCELLANEOUS REVENUES	**380,000**	**380,000**	**87,022**	**22.90%**	**289,597**	**(202,575)**	**-69.95%**
LAND PROCEED	**-**	**-**	**-**	**N/A**	**-**	**-**	**N/A**
OTHER FINANCING SOURCES							
Operating Transfer In - Storm Drain	1,454,000	1,454,000	1,454,000	100.00%	1,454,000	-	0.00%
Operating Transfer In - Reserves	9,556,671	15,904,422	15,904,422	100.00%	13,895,239	2,009,183	14.46%
Operating Transfer In - Fund Balances[1]	5,816,858	5,816,858	5,816,858	100.00%	6,162,369	(345,511)	-5.61%
Operating Transfer In - Miscellaneous	405,265	405,265	405,265	100.00%	575,821	(170,556)	-29.62%
Total Other Financing Sources	**17,232,794**	**23,580,545**	**23,580,545**	**100.00%**	**22,087,429**	**1,493,116**	**6.76%**
STADIUM OPERATION							
Charges for Services	24,423,380	24,423,380	5,808,130	23.78%	2,779,771	3,028,359	108.94%
Rent and Licensing	6,640,308	6,640,308	1,005,915	15.15%	-	1,005,915	N/A
Total Stadium Operation	**31,063,688**	**31,063,688**	**6,814,045**	**21.94%**	**2,779,771**	**4,034,274**	**145.13%**
TOTAL GENERAL FUND	**$ 353,024,567**	**$ 359,672,318**	**$ 91,449,964**	**25.43%**	**$ 77,339,440**	**$ 14,110,524**	**18.24%**

(1) The Operating Transfer In - Fund Balances includes the carryover encumbrances of open purchase orders as of June 30, 2024 and mid year budget amendment from reserves.

General Fund Revenues

Sales Tax: The City of Santa Clara sales tax rate is 9.125%, of which the City receives 1.0%. As of October 31, 2025, $11.8 million has been recorded, which is 36.5% higher than prior year collection levels. Given the timing of payments, the sales tax receipts reflect advance payments for the months of July and August 2025.

Property Tax: Property tax receipts totaling $2.9 million were received in October 2025. The majority of property tax revenue is collected in the second half of the fiscal year. Based on initial information from the County of Santa Clara, property tax receipts are projected to end the year at $103.4 million, slightly above the Adopted Budget estimate of $101.2 million.

Transient Occupancy Tax (TOT): TOT is calculated as a percentage of City hotel/motel room charges. The City's TOT rate is 13.5%. Through October 31, 2025, $6.5 million has been collected, which reflects a 4.8% increase when compared to the collection level in the prior year. Beginning July 2025, all hotels submit TOT payments monthly rather than a combination of monthly and quarterly payments, which will impact the collection pattern during this fiscal year. .

Other Taxes: Includes franchise tax and documentary transfer tax. The City has collected $1.0 million through October, which is slightly above last fiscal year's collection levels. Receipts reflect franchise tax ($0.6 million) and documentary transfer tax ($0.4 million).

Licenses & Permits: Includes business licenses, fire operation permits, and miscellaneous permits and fees. Licenses and permits revenue collections are tracking above par with receipts totaling $3.7 million, or 44.7% of the $8.2 million budget. This collection level is slightly higher than prior year collection levels. Business licenses receipts represent the majority of the collections to date at $2.4 million. Collections in this category are tracking slightly below the prior year level of $2.6 million.

Fines & Penalties: Includes collection charges (late fees), vehicle, parking, court fines, and miscellaneous penalty fines. The revenue collected in this category through October was $1.2 million, which is above prior year level collections of $0.3 million. The majority of the receipts are comprised of collection charges.

Intergovernmental: Includes motor vehicle fees, state homeowner property tax relief, state mandated reimbursement and redistribution of land sale proceeds and ground leases from the Successor Agency. Through October 31, 2025, $0.5 million has been collected in this category, which is 24% higher than prior year levels. Motor vehicle fees total $0.2 million, slightly exceeding the budget while miscellaneous other agency revenues total $0.3 million, which primarily reflects the SB 90 reimbursements from the State for state-mandated programs delivered by the Police Department. These funds were appropriated to the Police Department as part of the July/August Monthly Financial Report actions that were approved by the City Council on October 21, 2025.

Charges for Services: Includes various plan check and zoning-related fees, engineering fees, administrative fees, and community service revenue from various recreational activities. Through

October, collections totaled approximately $14.4 million or 40.5% of the budget. This reflects a 19.5% increase compared to last year's collections, primarily due to higher receipts in miscellaneous charges for services, engineering fees, and interdepartmental fees. A portion of the higher collections through October was due to a booking error in miscellaneous charges for services that has been corrected and will be reflected in the November Monthly Financial Report. Excluding that error, collections would have been at 36% of the budget through October and 6% above the prior year.

Silicon Valley Power Transfer: In accordance with the City's charter, Silicon Valley Power pays 5.0% of gross revenues to the General Fund. Transfers throughout the year are based on the budgeted estimate and will be trued up at the end of the fiscal year based on actual performance.

Use of Money & Property: Includes realized investment income and rental income. Collections of $6.6 million are higher than prior year levels in both categories. The increase in rental income reflects higher right-of-way collections and lease payments. Interest collections came in nearly 200% higher than prior year levels.

Miscellaneous Revenues: Includes developer fees, donations, damage recovery, sale of surplus, and one-time miscellaneous revenues. Through October 2025, collections of $87,022 are tracking at 22.9% of the budget and below the prior year collections of $289,597.

Stadium Operation: Through October 31, 2025, $6.8 million has been collected through charges for services and rent. Of this amount, $3.3 million and $1.1 million represents public safety cost reimbursements for non-NFL events and NFL games, respectively. The City also received the ground lease payment of $1.0 million and general and administrative cost reimbursements of $0.7 million, both from the Stadium Authority. Reimbursements of $0.26 million have been received from the Bay Area Host Committee. Remaining collections of $0.5 million reflected parking permits.

General Fund Expenditures

As of October 31, 2025, $135.7 million or 37.7% of the General Fund operating budget had been expended, which is higher than prior year expenditure levels. Excluding transfers, expenditures totaled $104.7 million, or 31.8% of the budget, which is slightly below par of 33.3%. Transfers of $31.0 million have occurred as budgeted. Overall, expenditures in the General Fund are within budgeted levels through October.

CITY OF SANTA CLARA
GENERAL FUND
EXPENDITURES OVERVIEW AND COMPARISON BY FUNCTION

	FISCAL YEAR 2025/26				PY EXPENDITURES COMPARISON		
Function	Adopted Budget	Amended Budget	Actual Through 10/31/2025	Percentage Used	Actual Through 10/31/2024	$ Change From Prior Year	Percentage Change
GENERAL GOVERNMENT							
Non-Departmental	$ 20,501,477	$ 18,610,625	$ 6,076,671	32.65%	$ 5,798,824	$ 277,847	4.79%
City Council	1,268,362	1,273,274	379,701	29.82%	387,669	(7,968)	-2.06%
City Clerk	1,761,474	1,763,949	577,772	32.75%	699,700	(121,928)	-17.43%
City Manager	5,859,758	6,642,349	2,040,729	30.72%	1,384,790	655,939	47.37%
City Attorney	4,619,355	4,760,193	1,341,093	28.17%	969,506	371,587	38.33%
City Auditor	1,075,554	1,167,005	249,601	21.39%	206,421	43,180	20.92%
Human Resources	5,470,869	5,734,767	1,432,339	24.98%	1,279,922	152,417	11.91%
Finance	20,897,522	21,598,708	6,325,855	29.29%	6,850,307	(524,452)	-7.66%
Total General Government	**61,454,371**	**61,550,870**	**18,423,761**	**29.93%**	**17,577,139**	**846,622**	**4.82%**
PUBLIC WORKS	**30,216,576**	**31,440,793**	**9,292,835**	**29.56%**	**8,206,089**	**1,086,746**	**13.24%**
COMMUNITY DEVELOPMENT	**6,039,535**	**6,237,266**	**1,700,064**	**27.26%**	**1,633,072**	**66,992**	**4.10%**
PARKS AND RECREATION	**24,548,978**	**25,373,495**	**8,074,782**	**31.82%**	**7,465,008**	**609,774**	**8.17%**
PUBLIC SAFETY							
Fire	70,335,667	70,804,167	24,102,675	34.04%	23,738,480	364,195	1.53%
Police	99,261,544	100,426,131	33,966,146	33.82%	30,196,963	3,769,183	12.48%
Total Public Safety	**169,597,211**	**171,230,298**	**58,068,821**	**33.91%**	**53,935,443**	**4,133,378**	**7.66%**
LIBRARY	**12,178,570**	**12,300,254**	**3,970,511**	**32.28%**	**4,044,800**	**(74,289)**	**-1.84%**
DEPARTMENTAL TOTAL	**304,035,241**	**308,132,976**	**99,530,774**	**32.30%**	**92,861,551**	**6,669,223**	**7.18%**
OTHER FINANCING USES							
Operating Transfer Out - Miscellaneous	1,062,675	1,062,675	1,062,675	100.00%	626,778	435,897	69.55%
Operating Transfer Out - Debt Services	1,406,979	1,406,979	1,406,979	100.00%	1,405,940	1,039	0.07%
Operating Transfer Out - Maintenance Dtrct	1,079,493	1,079,493	1,079,493	100.00%	977,546	101,947	10.43%
Operating Transfer Out - Cemetery	1,078,109	1,078,109	1,078,109	100.00%	823,000	255,109	31.00%
Operating Transfer Out - CIP	6,352,233	8,772,581	8,772,581	100.00%	14,204,882	(5,432,301)	-38.24%
Operating Transfer Out - Reserves	17,649,996	17,649,996	17,649,996	100.00%	-	17,649,996	N/A
Total Other Financing Uses	**28,629,485**	**31,049,833**	**31,049,833**	**100.00%**	**18,038,146**	**13,011,687**	**72.13%**
STADIUM OPERATION	**20,359,841**	**20,489,508**	**5,127,042**	**25.02%**	**4,247,204**	**879,838**	**20.72%**
TOTAL GENERAL FUND	**$ 353,024,567**	**$ 359,672,318**	**$ 135,707,648**	**37.73%**	**$ 115,146,901**	**$ 20,560,748**	**17.86%**

General Fund Expenditures

Below is an explanation of certain budget to actual expenditure variances by program.

Non-Departmental: Includes expenditures that are not attributable to a single department, but a function of the City in general. Through October, expenditures totaled $6.1 million, or 32.6% of the budget, which is at par of 33.3%. Current year spend is approximately 4.8% higher than prior year levels.

City Attorney: Actual expenditures through October totaled approximately $1.3 million, which is 28.2% of the budget, which is below par. Spending is higher than the total expenditures through the same time last fiscal year by 38.3% due to higher salaries and benefits costs.

City Clerk: Through October, actual expenditures were tracking slightly above budget at approximately $0.6 million or 32.7% of the budget, primarily in the salaries and benefits categories. This expenditure level reflects a 17% decrease compared to last fiscal year due to the lower software subscription costs.

City Council: Through October, expenditures of $0.4 million were at 30% of budget, which is slightly below par. Compared to the same period through last fiscal year, this reflects a slight decrease in expenditures, resulting from lower spending for as-needed staff.

City Manager: The actual expenditures through October totaled $2.0 million, or 30.7% of the budget, which is slightly below par for this time of the year. Expenditures are approximately 47.4% higher compared with the spending level through the same period last fiscal year. This is due to higher spend in the salaries and benefits and contractual services categories.

Community Development Department: This department consists of three divisions: Planning, Building, and Housing and Community Services. The Building Division of this department is reflected in the Building Development Services Fund, which falls under the special revenue section of this report. Through October, departmental expenditures for the Planning and Housing and Community Services divisions totaled $1.7 million, or 27.3% of the budget, which is below par of 33.3%. This expenditure level is 4.1% above the prior year as a result of higher salaries and benefits spend.

Finance Department: Through October, the Department's expenditures totaled $6.3 million, or 29.3% of the budget, which is below par. This expenditure level was approximately 7.7% lower compared to the same period last year. Higher salaries and benefits spend is offset by lower contractual services costs.

Fire Department: Through October, actual expenditures totaled $24.1 million, or 34% of the budget, which is slightly above par. These expenditures are consistent with the spending level through the same period last fiscal year. Overtime expenditures are tracking at 82.2% of the budget, which is well above par for this time of year. Excluding reimbursable mutual aid-related overtime, the departmental overtime remains at approximately 75.43% of the budget. While this overtime figure is still above par, it is important to note that overtime is used to backfill for vacant positions and the vacancy savings offset a portion of the overtime costs.

Through October, absences are up 15% (from 27,576 to 31,619 hours) when compared with the prior fiscal year and remain above historical levels. Absences are trending high in the areas of compensation time usage, sick leave, and industrial injury time. Employees can elect for compensatory time over overtime pay when backfilling shift absences, which increases the need to backfill when the compensatory time is used. Through October, the compensatory time payouts total $789,305, which is above historical levels and 32% above the payouts of $597,612 experienced through October of last fiscal year. The Department will continue to monitor expenditures throughout the fiscal year, and any necessary budget adjustments will be brought forward for City Council consideration.

Library Department: Through October, actual expenditures totaled approximately $3.9 million, or 32.3% of the budget, which is at par, but 1.8% lower than expenditure levels last fiscal year.

Parks and Recreation Department: Through October, actual expenditures totaled $8.1 million, or 31.8% of the budget, which is slightly below par, but 8.2% higher than prior year actuals of $7.5 million. This increase reflects higher spend in the salaries and benefits categories as well as maintenance, utilities and contractual services costs.

Police Department: Expenditures through October are tracking at $34.0 million, or 33.8% of the budget; this is approximately 12.5% higher prior year spending. The increase is mainly due to higher spend in the salaries and benefits categories.

Stadium Operation: Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Stadium expenditures of $5.1 million through October are tracking at 25% of the budget; this expenditure level is 20.7% above the prior fiscal year due to a greater number of non-NFL events held at the Stadium compared to the prior year. Events at the Stadium through October include two soccer matches, four concerts, two preseason and three regular season NFL games; these costs are fully reimbursed by the Stadium Manager and the Stadium Authority. The Bay Area Host Committee also provides reimbursement for expenses incurred related to Super Bowl LX and FIFA World Cup 2026 planning costs.

Special Revenue Funds

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of October 31, 2025. The amended budget reflects carryover encumbrances from fiscal year 2024/25 and budget amendments approved by the City Council through October 2025.

Through the end of October, revenues totaled $11.6 million, or 38.2% of the estimate, which is above par of 33.3%, while expenditures totaled approximately $9.2 million, or 22.8%. Revenues in both the Building and Fire Development Services Funds and the Fire CUPA Fund are tracking above par. The Housing Authority Fund is tracking significantly above prior year levels due to additional interest paid on a housing loan. The Housing and Urban Development Fund shows higher revenue collections and higher spend than last fiscal year as the Housing Division continues to spend down grant funding. In the Housing Successor Agency Fund, contractual services spend is higher than prior years, while interest collections have come in lower than prior years.

CITY OF SANTA CLARA
SPECIAL REVENUE FUNDS
REVENUE AND EXPENDITURES - OVERVIEW AND COMPARISON BY FUND

	REVENUE - FISCAL YEAR 2025/26				PRIOR YEAR REVENUE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 10/31/2025	Percentage Received	Actual Through 10/31/2024	$ Change From Prior Year	Percent Change
Building Development Services Fee Fund	$16,736,000	$ 16,736,000	$ 7,219,635	43.14%	$ 6,482,617	$ 737,018	11.37%
City Affordable Housing Fund	1,253,326	1,253,326	302,474	24.13%	298,471	4,003	1.34%
Fire CUPA Fund	2,019,000	2,019,000	1,177,563	58.32%	0	1,177,563	N/A
Fire Development Services Fee Fund	3,429,000	3,429,000	1,666,064	48.59%	1,640,551	25,513	1.56%
Housing and Urban Development	5,427,794	5,427,794	711,269	13.10%	394,194	317,075	80.44%
Housing Authority Fund	281,088	281,088	351,393	125.01%	21,792	329,601	1512.49%
Housing Successor Fund	1,302,573	1,302,573	214,118	16.44%	376,367	(162,249)	-43.11%
TOTAL	**$30,448,781**	**$ 30,448,781**	**$ 11,642,516**	**38.24%**	**$ 9,213,992**	**$ 2,428,524**	**26.36%**

	EXPENDITURES - FISCAL YEAR 2025/26				PRIOR YEAR EXPENDITURE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 10/31/2025	Percentage Used	Actual Through 10/31/2024	$ Change From Prior Year	Percent Change
Building Development Services Fee Fund	$17,307,319	$ 18,457,334	$ 5,736,636	31.08%	$ 5,050,234	$ 686,402	13.59%
City Affordable Housing Fund	6,984,995	7,292,572	375,506	5.15%	279,700	95,806	34.25%
Fire CUPA Fund	1,779,867	1,779,867	420,508	23.63%	0	420,508	N/A
Fire Development Services Fee Fund	3,904,315	3,906,214	1,168,203	29.91%	1,218,382	(50,179)	-4.12%
Housing and Urban Development	5,427,794	7,126,175	1,121,679	15.74%	530,263	591,416	111.53%
Housing Authority Fund	459,878	501,371	56,701	11.31%	54,034	2,667	4.94%
Housing Successor Fund	1,127,973	1,347,976	321,527	23.85%	249,105	72,422	29.07%
TOTAL	**$36,992,141**	**$ 40,411,509**	**$ 9,200,760**	**22.77%**	**$ 7,381,718**	**$ 1,819,042**	**24.64%**

Internal Service Funds

The table below displays the expenditures in the internal service funds across the City. The amended budget reflects current year appropriations, prior year carryover, and budget amendments approved through October 2025. As of October 31, 2025, the internal service fund expenditures totaled $16.2 million, or 27.8% of the amended budget. The change in spend in the Special Liability Fund is due to higher insurance premium costs that were assumed in the development of the budget. The expenditure fluctuations in the Vehicle Replacement Fund are due to the timing of vehicle purchases throughout the year. In the Communication Acquisitions Fund, spend reflects replacements and maintenance to the City's current inventory of radios.

CITY OF SANTA CLARA
INTERNAL SERVICE FUNDS
EXPENDITURES - OVERVIEW AND COMPARISON BY FUND

	EXPENDITURES - FISCAL YEAR 2025/26				PRIOR YEAR EXPENDITURE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 10/31/2025	Percentage Used	Actual Through 10/31/2024	$ Change From Prior Year	Percent Change
Communication Acquisitions Fund	$ 1,064,336	$ 1,642,638	$ 472,864	28.79%	$ 309,113	$ 163,751	52.97%
Fleet Maintenance and Operations Fund	6,757,227	7,116,065	2,098,499	29.49%	1,891,862	206,637	10.92%
Information Technology Services Fund	18,755,875	21,088,465	3,716,601	17.62%	3,595,790	120,811	3.36%
Public Works Capital Projects Management Fund	4,991,087	5,863,020	1,516,813	25.87%	1,399,274	117,539	8.40%
Special Liability Fund	9,152,000	9,209,062	4,890,146	53.10%	3,385,046	1,505,100	44.46%
Unemployment Insurance Fund	100,000	100,000	48,633	48.63%	24,637	23,996	97.40%
Vehicle Replacement Fund	3,994,000	6,412,055	557,644	8.70%	1,240,918	(683,274)	-55.06%
Workers' Compensation Fund	6,858,000	6,858,000	2,928,633	42.70%	3,099,481	(170,848)	-5.51%
TOTAL	**$51,672,525**	**$ 58,289,305**	**$ 16,229,833**	**27.84%**	**$ 14,946,121**	**$ 1,283,712**	**8.59%**

Governmental Capital Improvement Funds

The table below lists the revenue for selected capital improvement funds. The amended budget reflects current year appropriations, prior year carryover, and budget amendments approved through October 2025. As of October 31, 2025, the capital fund revenue totaled approximately $14.1 million. In the Parks and Recreation Capital Fund, $8.6 million represents MFA collections, $0.9 million represents Quimby Act fees received, with interest earnings accounting for the remaining collections. The revenue collected in the Related Santa Clara Fund represents developer contributions. The revenue shown in the Storm Drain Capital Fund are customer service charges. The amount collected in the Tasman East Specific Infrastructure Fund is interest earnings, while the collections in the Streets and Highways Capital Fund are comprised of interest earnings, grant funding, fees, and VTA Measure B proceeds.

CITY OF SANTA CLARA
GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS
REVENUE - OVERVIEW AND COMPARISON BY SELECTED FUND

	REVENUE - FISCAL YEAR 2025/26				
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 10/31/2025	Percentage Used
Parks & Recreation	$ 500,000	$ 284,469	$ 784,469	$ 10,223,843	1303.28%
Related Santa Clara Developer	803,406	-	803,406	235,000	29.25%
Storm Drain	1,454,000	3,154,100	4,608,100	533,667	11.58%
Streets & Highways	7,413,458	21,158,544	28,572,002	3,029,812	10.60%
Tasman East Specific Infrastructure Improvement Fund	-	3,734,932	3,734,932	83,227	2.23%
TOTAL	**$ 10,170,864**	**$ 28,332,045**	**$ 38,502,909**	**$ 14,105,549**	**36.64%**

The table below lists the total amended budgeted amounts for expenditures in the Capital Improvement Funds. Similar to the revenue table, the amended expenditure budgets consist of current year appropriations, prior year carryover encumbrance balances in Governmental Capital Improvement Funds, and budget amendments approved through October 2025. As of October 31, 2025, capital fund expenditures totaled $15.8 million, or 9% of the amended budget, well below par of 33.3%.

As part of the adoption of the FY 2025/26 and FY 2026/27 biennial operating budget, capital funds were carried over for projects that were not anticipated to be completed by June 30, 2025. Necessary additional adjustments to the capital carryover amounts are included as part of the Budgetary Year-End Report for FY 2024/25, which will be brought forward for City Council approval in December 2025.

CITY OF SANTA CLARA
GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS
SUMMARY OF EXPENDITURES

Fund Description	EXPENDITURES - FISCAL YEAR 2025/26 Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 10/31/2025	Percentage Used
Fire	$ 528,065	1,843,700	$ 2,371,765	$ 675,311	28.47%
General Gov't - Other	2,776,902	13,044,393	15,821,295	368,415	2.33%
Library	21,804	650,322	672,126	7,268	1.08%
Parks & Recreation	8,182,875	36,311,156	44,494,031	1,245,261	2.80%
Public Buildings	547,511	7,897,509	8,445,020	2,384,405	28.23%
Related Santa Clara Developer	803,406	263,001	1,066,407	217,327	20.38%
Storm Drain	660,357	8,743,063	9,403,420	434,846	4.62%
Streets & Highways	18,415,538	72,157,339	90,572,877	10,479,086	11.57%
Tasman East Specific Infrastructure Improvement Fund	1,433,038	2,827,188	4,260,226	6,046	0.14%
TOTAL	**$ 33,369,496**	**$ 143,737,671**	**$ 177,107,167**	**$ 15,817,965**	**8.93%**

Enterprise Funds

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of October 31, 2025. Overall, revenues and expenditures are tracking below budgeted levels, but above prior year levels.

CITY OF SANTA CLARA
ENTERPRISE OPERATING FUNDS
REVENUE AND EXPENSES - OVERVIEW AND COMPARISON BY FUND

	REVENUE - FISCAL YEAR 2025/26				PRIOR YEAR REVENUE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 10/31/2025	Percentage received	Actual Through 10/31/2024	$ Change From Prior Year	Percent Change
Cemetery Fund	$ 600,000	$ 600,000	$ 209,567	34.93%	$ 189,167	$ 20,400	10.78%
Electric Utility Fund	1,128,195,241	1,128,195,241	252,986,826	22.42%	345,709,470	(92,722,644)	-26.82%
Sewer Utility Fund	52,407,375	52,407,375	16,378,614	31.25%	15,410,929	967,685	6.28%
Solid Waste Utility Fund	42,287,613	42,287,613	12,147,542	28.73%	11,420,020	727,522	6.37%
Water Recycling Fund	9,651,409	9,651,409	3,618,870	37.50%	3,445,005	173,865	5.05%
Water Utility Fund	76,402,644	76,402,644	23,778,827	31.12%	22,297,940	1,480,887	6.64%
TOTAL REVENUE	**$ 1,309,544,282**	**$1,309,544,282**	**$ 309,120,246**	**23.61%**	**$ 398,472,531**	**$ (89,352,285)**	**-22.42%**

	EXPENDITURES - FISCAL YEAR 2025/26				PRIOR YEAR EXPENSE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 10/31/2025	Percentage Used	Actual Through 10/31/2024	$ Change From Prior Year	Percent Change
Cemetery Fund	$ 1,757,102	$ 1,774,177	$ 385,843	21.75%	$ 425,214	$ (39,371)	-9.26%
Electric Utility Fund	712,617,141	723,672,626	224,061,794	30.96%	179,186,348	44,875,446	25.04%
Sewer Utility Fund	43,738,253	44,110,349	12,017,102	27.24%	17,088,240	(5,071,138)	-29.68%
Solid Waste Utility Fund	42,061,065	46,374,375	12,204,659	26.32%	12,448,844	(244,185)	-1.96%
Water Recycling Fund	10,890,055	10,927,484	2,441,146	22.34%	2,144,571	296,575	13.83%
Water Utility Fund	66,793,248	68,017,282	19,482,027	28.64%	18,252,489	1,229,538	6.74%
TOTAL - Operating Appropriations	**$ 877,856,864**	**$ 894,876,293**	**$ 270,592,571**	**30.24%**	**$ 229,545,706**	**$ 41,046,865**	**17.88%**

Revenues in the electric (which also includes the Electric Debt Service Fund), water, sewer (which also includes the Sewer Debt Service Fund) and water recycling funds are primarily from customer service charges. The activity levels for these customer service charges also impact the resource and production costs on the expenditure side for these funds. In the Water Recycling Fund, higher customer service charges have been collected, with higher spend in the resource/production category due to timing of payments. In the Electric Utility Fund, the significant increase in spend is attributable to the resource/production and salaries and benefits categories, while the decrease in revenue is attributable to bond proceeds received last fiscal year. The Cemetery Fund has seen higher activity in the sales category.

A summary of revenue and expenses in the Enterprise Capital Improvement Funds is detailed in the tables below. Actual revenue through October 31, 2025, totaled $4.3 million, consisting primarily of developer contributions in the Electric Utility Fund and sewer fees in the Sewer Utility Fund. In the Electric Utility Capital Fund, the decrease in revenue collected when compared to September is attributable to a refund made to a developer due to an overpayment. Enterprise capital fund expenses totaled $27.8 million, or 3.5% of the amended budget. Similar to the general government capital funds, capital funds were carried over from FY 2024/25 as part of the FY 2025/26 and FY 2026/27 budget adoption process for those projects that were not expected to be completed by June 30, 2025. Additional necessary adjustments to the capital carryover amounts based on actual year-end expenditures are included in the Budgetary Year-End Report for FY 2024/25, which will be brought forward for City Council approval in December 2025.

CITY OF SANTA CLARA
ENTERPRISE CAPITAL IMPROVEMENT FUNDS
REVENUE - OVERVIEW AND COMPARISON BY SELECTED FUND

	REVENUE - FISCAL YEAR 2025/26				
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 10/31/2025	Percentage Used
Electric Utility Fund	$ 25,505,075	$ 24,039,903	$ 49,544,978	$ 1,557,963	3.14%
Sewer Utility Fund	-	-	-	2,724,265	N/A
Solid Waste Utility Fund	258,000	246,500	504,500	-	0.00%
Street Lighting (1)	-	-	-	3,429	N/A
Water Recycling Fund	-	-	-	-	N/A
Water Utility Fund	-	-	-	39,760	N/A
TOTAL - Revenue	**$ 25,763,075**	**$ 24,286,403**	**$ 50,049,478**	**$ 4,325,417**	**8.64%**

CITY OF SANTA CLARA
ENTERPRISE CAPITAL IMPROVEMENT FUNDS
SUMMARY OF EXPENDITURES

	EXPENSES - FISCAL YEAR 2025/26				
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 10/31/2025	Percentage Used
Cemetery Fund	$ -	$ 270,489	$ 270,489	$ -	0.00%
Convention Center Capital Fund	-	2,509,218	2,509,218	-	0.00%
Electric Utility Fund	369,266,575	351,029,528	720,296,103	21,547,460	2.99%
Sewer Utility Fund	18,147,399	35,573,235	53,720,634	2,302,011	4.29%
Solid Waste Utility Fund	812,000	131,477	943,477	409,126	43.36%
Street Lighting (1)	125,000	7,161,945	7,286,945	865,818	11.88%
Water Recycling Fund	50,000	-	50,000	1,486	2.97%
Water Utility Fund	8,539,100	7,255,804	15,794,904	2,639,075	16.71%
TOTAL - CIP Appropriations	**$ 396,940,075**	**$ 403,931,695**	**$ 800,871,770**	**$ 27,764,976**	**3.47%**

(1) Street Lighting fund is part of Electric Capital Improvement Funds

Fund Reserves

By policy, City Council established the City's General Contingency Reserve, under which reserves for Budget Stabilization and Capital Projects were established.

- Budget Stabilization Reserve is set aside for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the expenditures of the City's General Fund operations for three months (90-day or 25% General Fund Adopted Operating Budget).
- Capital Projects Reserve earmarks funds for the Capital Improvement Program.

Other General Reserves and Enterprise Fund Reserves included in this report are highlighted as follows:

- Technology Fee Reserve is set aside to update and/or replace the City's aging technology and to ensure internal controls are in compliance with current business standard and legal requirements.
- Land Sale Reserve is net proceeds from the sale of City-owned land, with interest earned on these funds available to be appropriated for General Fund operating expenditures. This reserve is available for appropriation by City Council action.
- The Electric Utility Rate Stabilization Reserve and Operations and Maintenance Reserve ensures sufficient operating cash is available to cover day-to-day expenses, address unforeseen cost increases or revenue shortfalls, and ensure debt service coverage.
- The Replacement and Improvement Reserve in the Water and Sewer Utility Funds is for future capital improvement.

The table below summarizes select reserve balances.

CITY OF SANTA CLARA
RESERVE BALANCES
October 31, 2025

DETAIL OF SELECTED FUND RESERVE BALANCES:

	GENERAL FUND	ELECTRIC	WATER
Budget Stabilization Reserve	$ 79,900,000		
Capital Projects Reserve	8,364,224		
Land Sale Reserve	10,343,105		
Technology Fee Reserve	2,355,271		
Electric Rate Stabilization Fund Reserve		$ 78,000,000	
Electric Operations and Maintenance Reserve		377,000,000	
Replacement & Improvement			$ 303,090
TOTALS	**$ 100,962,600**	**$ 455,000,000**	**$ 303,090**

Donations to the City of Santa Clara

Donations received by department during the month of October 2025 and for fiscal year 2025/26 are shown in the table below.

Department	Oct-25	Fiscal Year 2025/26 Year To Date	Designated Use
City Manager's Office	-	50	Help Your Neighbor
Parks & Recreation	-	22,000	Case Management
Parks & Recreation	-	1,467	Roberta Jones Jr. Theatre
Parks & Recreation	125	1,950	Wade Brummal
TOTALS	**$ 125**	**$ 25,467**	

City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

October 2025

City of Santa Clara

Monthly Investment Report

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CITY OF SANTA CLARA
SUMMARY OF INVESTMENT PORTFOLIO

All securities held by the City of Santa Clara as of October 31, 2025 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated A or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of October 31, 2025.

	COST VALUE	PERCENTAGE
City	$1,499,462,664	99.91%
SOSA	15,130	0.00%
HA	1,405,420	0.09%
Unrestricted	$1,500,883,214	100.00%
Restricted Bond Proceeds	2,456,469	
Total Investments	$1,503,339,683	

On October 31, 2025 the cost value and market value of the City's unrestricted pooled investment portfolio were $1,500,883,214 and $1,511,944,512 respectively.

Investment Strategy and Market Update

The Federal Reserve (Fed) cut the target range for the federal funds rate at the second consecutive meeting to a three-year low of 3.75% to 4.00%. It also announced the end of its quantitative tightening program on December 1, at which point it will halt balance sheet reductions.

Despite the lack of official economic data due to the government shutdown, Powell stated that available data suggest the outlook for employment and inflation remains unchanged since the last meeting. However, he emphasized another rate cut in December is "far from" a foregone conclusion.

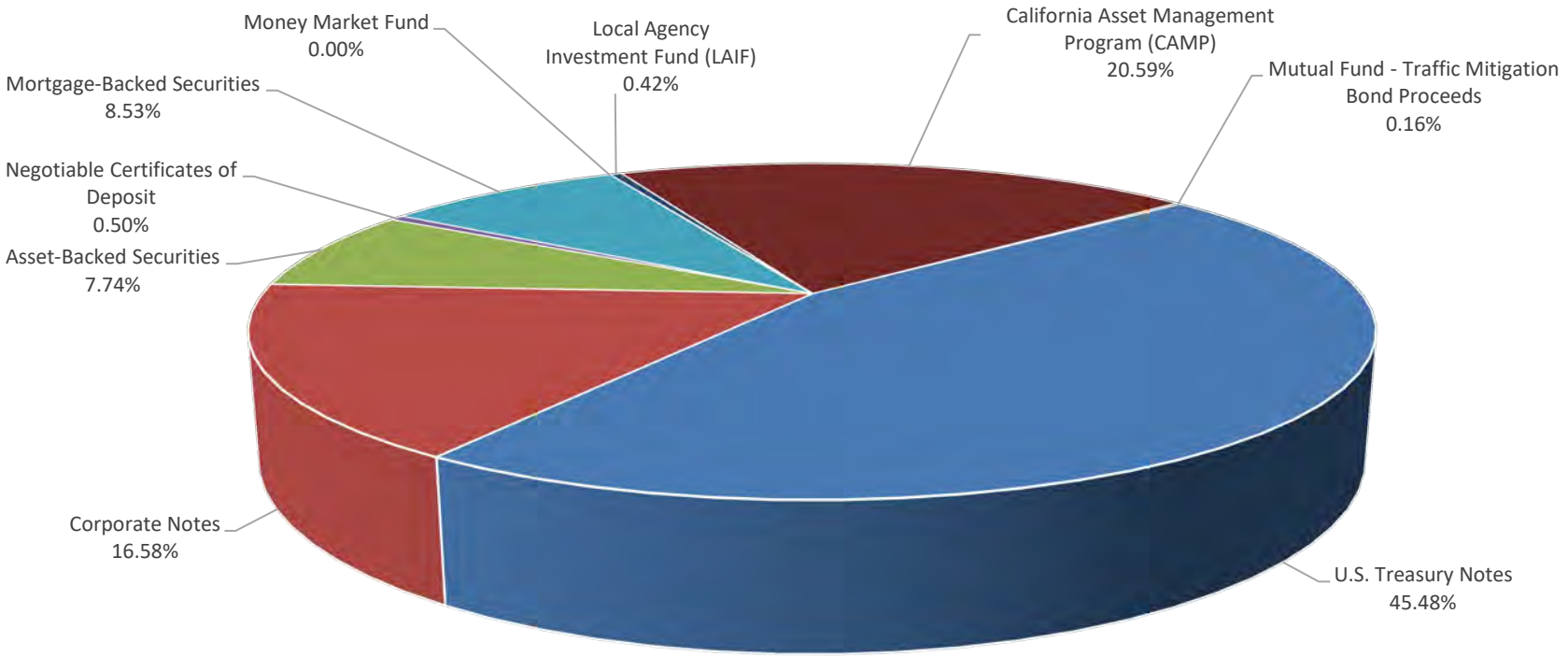
The Consumer Price Index (CPI) came in below expectations, rising 3.0% year-over-year. Tariff passthroughs remain modest, though certain import-reliant categories are showing some inflationary pressures. The White House said the October CPI report will not likely be released, adding complexity to the Fed's decision-making process.

Yields on 3-month, 2-year, and 10-year U.S. Treasuries ended the month at 3.81%, 3.57%, and 4.08% representing decreases of -12 bps, -3 bps, and -7 bps, respectively. Falling Treasury yields continue to push mortgage rates lower, and they reached a three-year low of 6.31% at the end of October.

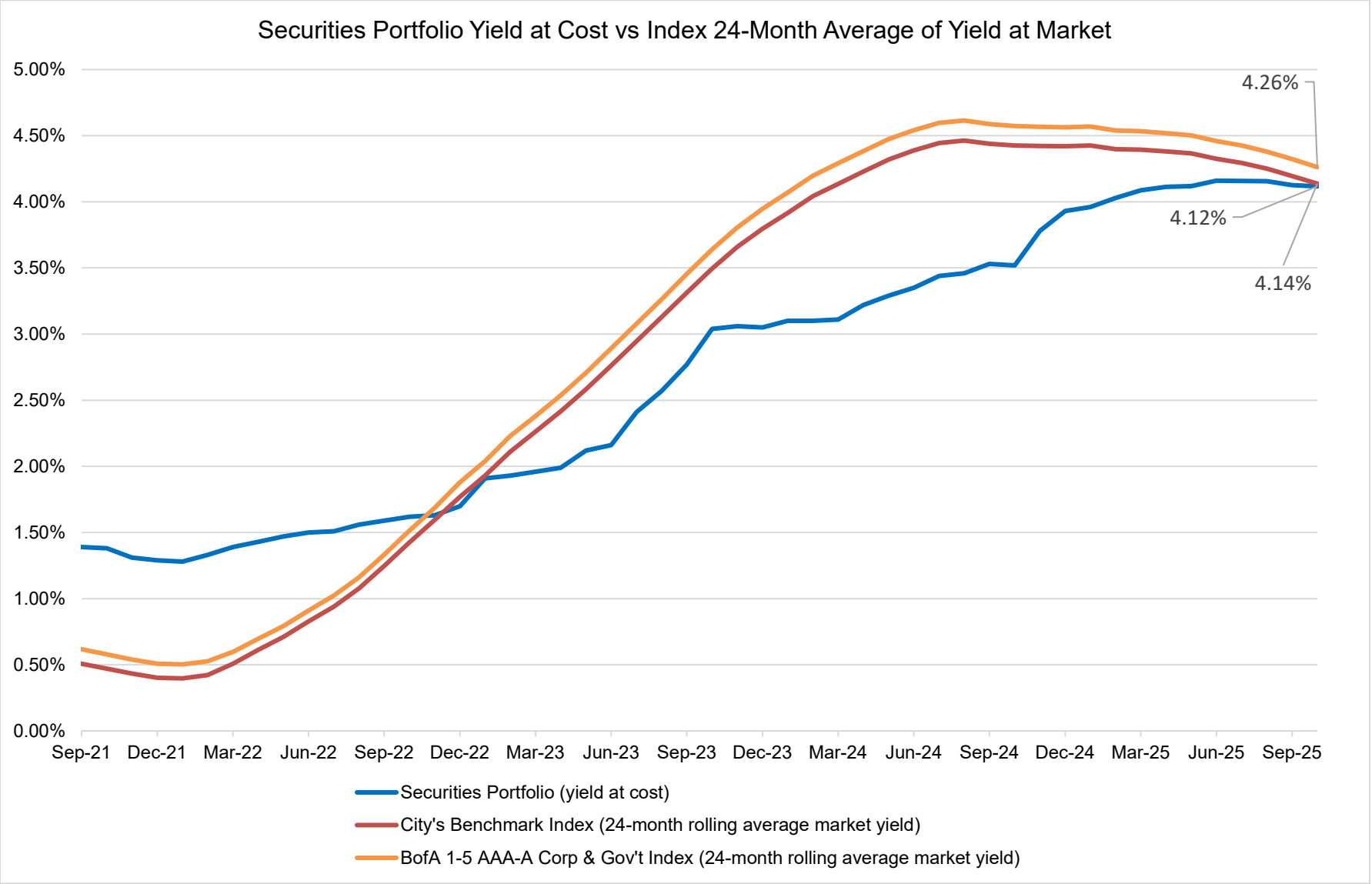
Lower yields in October drove positive returns across fixed income indices. The ICE BofA 3-month, 2-year, and 10-yearU.S. Treasury indices returned +0.35%, +0.31%, and +0.78%, respectively.

The City's investment strategy for October 2025 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return. PFM Asset Management LLC began actively managing the City's securities portfolio on September 1, 2020.

As of October 31, 2025, 45.48% of the City's portfolio consists of U.S. Treasury Notes, 20.59% consists of California Asset Management Program (CAMP), 16.58% consists of investment grade Corporate Notes, 8.53% consists of investment grade Mortgage-Backed Securities, 7.74% consists of investment grade Asset-Back Securities, 0.50% consists of Negotiable Certificates of Deposit, and 0.42% consists of Local Agency Investment Fund (LAIF). In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield.



The City's securities portfolio is benchmarked against the ICE BAML 1-5 US Treasury Index.



The following table summarizes the investment yields other information of the City's investment portfolio components, along with comparable-maturity market indices. Also shown are the monthly interest income and aggregate year-to-date income.

	Current Month 10/31/2025
Investment Yield	
Liquidity Portfolio[1]	4.23%
LAIF average monthly yield	*4.15%*
Securities Portfolio[2]	4.12%
ICE BAML 1-5 US Treasury Index (24-month rolling average market yield)	*4.14%*
ICE BAML 1-5 AAA-A US Corporate & Government Index (24-month rolling average market yield)	*4.26%*
City Portfolio (Liquidity + Securities)	4.14%
Investment Total Return*	
Securities Portfolio	0.37%
ICE BAML 1-5 US Treasury Index	*0.37%*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*0.38%*
Average Maturity of Investments (in years)	
Liquidity Portfolio[1]	0.09
Securities Portfolio[2]	2.94
City Portfolio (Liquidity + Securities)	2.33
ICE BAML 1-5 US Treasury Index	*2.71*
ICE BAML 1-5 AAA-A US Corporate & Government Index	*2.76*
Cash Interest Income Current Month[3]	$ 6,273,453
Cash Interest Income Fiscal Year-To-Date[3]	$ 19,718,300

1. Consists of CAMP Pool, LAIF, Dreyfus Traffic Mitigation Fund, & Principal Sweep Account
2. Core long term portfolio managed by PFM Asset Management
3. Cash basis

* Total rate of return including earnings, distributions, and capital appreciation/depreciation of all portfolio assets

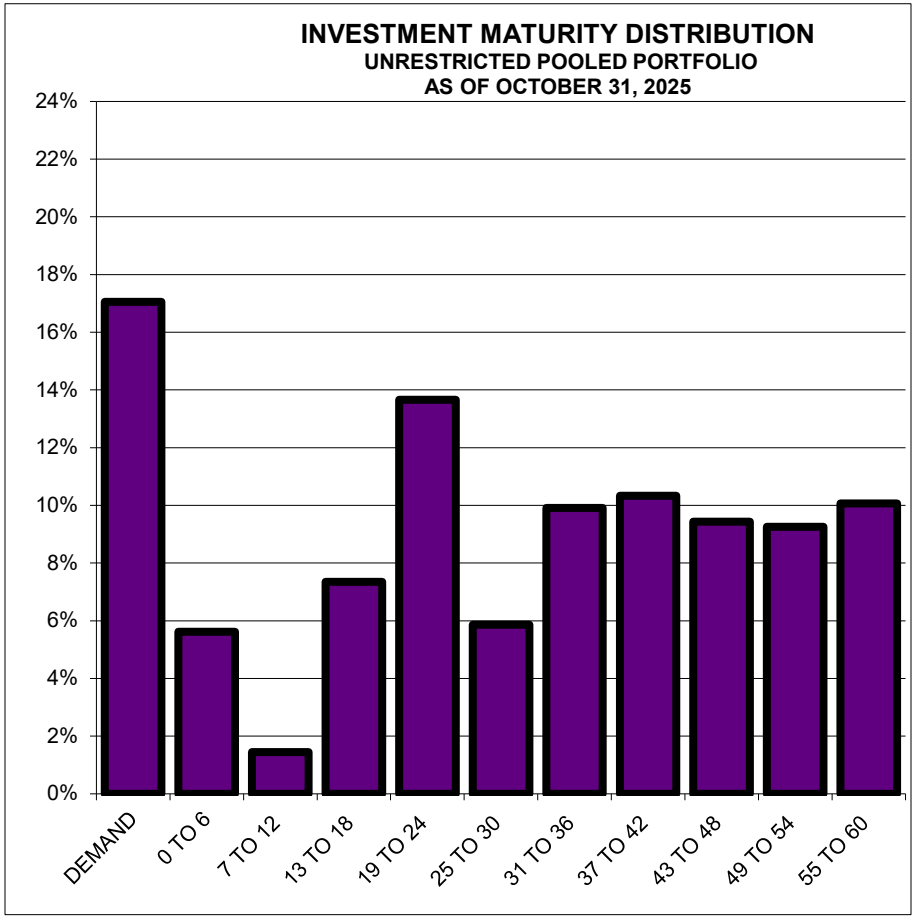
CITY OF SANTA CLARA

SUMMARY OF INVESTMENTS OCTOBER 31, 2025

INVESTMENT TYPE	COST VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	683,692,027	45.48%	No Limit
Corporate Notes	249,199,112	16.58%	25%
Asset-Backed Securities	116,310,522	7.74%	10%
Negotiable Certificates of Deposit	7,500,000	0.50%	30%
Mortgage-Backed Securities	128,186,213	8.53%	15%
Money Market Fund	63,950	0.00%	10% Per Fund
Local Agency Investment Fund (LAIF)	6,347,618	0.42%	$75 M
California Asset Management Program (CAMP)	309,583,772	20.59%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	2,456,469	0.16%	10% Per Fund
TOTAL INVESTMENTS	$ 1,503,339,683	100.00%	

INVESTMENT MATURITY DISTRIBUTION
AS OF OCTOBER 31, 2025
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	COST VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND (a)	$ 255,995,340 (a)	3	17.06%
0 TO 6	84,337,193	8	5.62%
7 TO 12	21,761,347	4	1.45%
13 TO 18	110,251,165	16	7.35%
19 TO 24	205,016,572	19	13.66%
25 TO 30	88,009,804	17	5.86%
31 TO 36	148,692,074	27	9.91%
37 TO 42	155,111,905	25	10.33%
43 TO 48	141,517,488	21	9.43%
49 TO 54	139,038,136	25	9.26%
55 TO 60	151,152,190	19	10.07%
TOTAL	$ 1,500,883,214	184	100.00%



Average Maturity of Unrestricted Pool: **2.33 Years**

(a) $20 million is earmarked for the City's Electric Utility power-trading.

City of Santa Clara Monthly Report

10/31/2025

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	12/15/2023	4.375%	12/15/2026	91282CJP7	12,575,000.00	AA+	6/2/2025	12,642,295.90	4.01%	12,662,396.25	20,100.35
UNITED STATES TREASURY	12/15/2023	4.375%	12/15/2026	91282CJP7	11,110,000.00	AA+	12/18/2024	11,138,642.97	4.24%	11,187,214.50	48,571.53
UNITED STATES TREASURY	1/31/2025	4.125%	1/31/2027	91282CMH1	4,065,000.00	AA+	2/3/2025	4,058,013.28	4.22%	4,085,487.60	27,474.32
UNITED STATES TREASURY	1/31/2025	4.125%	1/31/2027	91282CMH1	2,400,000.00	AA+	2/18/2025	2,394,281.25	4.25%	2,412,096.00	17,814.75
UNITED STATES TREASURY	2/15/2024	4.125%	2/15/2027	91282CKA8	12,205,000.00	AA+	12/19/2024	12,180,208.59	4.22%	12,271,273.15	91,064.56
UNITED STATES TREASURY	4/15/2024	4.500%	4/15/2027	91282CKJ9	21,925,000.00	AA+	11/20/2024	22,050,041.02	4.25%	22,183,715.00	133,673.98
UNITED STATES TREASURY	5/15/2017	2.375%	5/15/2027	912828X88	5,400,000.00	AA+	8/8/2022	5,248,546.88	3.01%	5,298,534.00	49,987.12
UNITED STATES TREASURY	5/15/2024	4.500%	5/15/2027	91282CKR1	15,280,000.00	AA+	12/18/2024	15,373,112.50	4.23%	15,472,222.40	99,109.90
UNITED STATES TREASURY	5/15/2024	4.500%	5/15/2027	91282CKR1	2,200,000.00	AA+	9/17/2024	2,257,492.19	3.46%	2,227,676.00	-29,816.19
UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	27,665,000.00	AA+	9/27/2024	28,426,868.16	3.55%	28,092,977.55	-333,890.61
UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	10,000,000.00	AA+	10/16/2024	10,188,671.88	3.87%	10,154,700.00	-33,971.88
UNITED STATES TREASURY	6/17/2024	4.625%	6/15/2027	91282CKV2	5,020,000.00	AA+	10/22/2024	5,102,947.66	3.96%	5,097,659.40	-5,288.26
UNITED STATES TREASURY	8/1/2022	2.750%	7/31/2027	91282CFB2	9,350,000.00	AA+	9/14/2022	8,996,818.36	3.60%	9,212,648.50	215,830.14
UNITED STATES TREASURY	8/15/1997	6.375%	8/15/2027	912810FA1	9,390,000.00	AA+	10/5/2023	9,913,052.34	4.78%	9,839,311.50	-73,740.84
UNITED STATES TREASURY	8/15/2017	2.250%	8/15/2027	9128282R0	4,540,000.00	AA+	9/6/2022	4,304,310.16	3.40%	4,433,582.40	129,272.24
UNITED STATES TREASURY	9/30/2022	4.125%	9/30/2027	91282CFM8	7,495,000.00	AA+	10/11/2024	7,546,528.13	3.88%	7,565,527.95	18,999.82
UNITED STATES TREASURY	9/30/2022	4.125%	9/30/2027	91282CFM8	3,785,000.00	AA+	11/3/2022	3,760,308.79	4.27%	3,820,616.85	60,308.06
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	42,865,000.00	AA+	3/6/2025	43,036,439.69	4.02%	43,293,650.00	257,210.31
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	16,115,000.00	AA+	9/17/2024	16,442,335.94	3.43%	16,276,150.00	-166,185.94
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	18,960,000.00	AA+	10/11/2024	19,088,128.13	3.89%	19,149,600.00	61,471.87
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	4,255,000.00	AA+	12/13/2022	4,309,517.19	3.83%	4,297,550.00	-11,967.19
UNITED STATES TREASURY	10/31/2022	4.125%	10/31/2027	91282CFU0	4,750,000.00	AA+	1/31/2023	4,833,310.55	3.72%	4,797,500.00	-35,810.55
UNITED STATES TREASURY	11/17/1997	6.125%	11/15/2027	912810FB9	3,100,000.00	AA+	7/24/2024	3,288,058.59	4.14%	3,254,039.00	-34,019.59
UNITED STATES TREASURY	11/30/2022	3.875%	11/30/2027	91282CFZ9	7,130,000.00	AA+	9/5/2024	7,182,917.97	3.63%	7,169,286.30	-13,631.67
UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	7,325,000.00	AA+	2/8/2023	7,335,270.52	3.85%	7,367,338.50	32,067.98
UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	4,850,000.00	AA+	2/2/2023	4,906,078.13	3.62%	4,878,033.00	-28,045.13
UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	5,475,000.00	AA+	1/31/2023	5,518,415.04	3.70%	5,506,645.50	-11,769.54
UNITED STATES TREASURY	1/3/2023	3.875%	12/31/2027	91282CGC9	7,175,000.00	AA+	9/27/2024	7,247,030.27	3.54%	7,216,471.50	-30,558.77
UNITED STATES TREASURY	1/31/2023	3.500%	1/31/2028	91282CGH8	855,000.00	AA+	5/16/2023	855,400.78	3.49%	853,264.35	-2,136.43
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	8,080,000.00	AA+	1/26/2024	8,002,541.98	4.05%	8,151,992.80	149,450.82
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	2,450,000.00	AA+	3/7/2023	2,422,820.31	4.25%	2,471,829.50	49,009.19
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	5,215,000.00	AA+	10/11/2024	5,230,685.74	3.90%	5,261,465.65	30,779.91
UNITED STATES TREASURY	2/28/2023	4.000%	2/29/2028	91282CGP0	7,360,000.00	AA+	5/16/2023	7,532,500.00	3.46%	7,425,577.60	-106,922.40
UNITED STATES TREASURY	3/31/2023	3.625%	3/31/2028	91282CGT2	2,680,000.00	AA+	5/4/2023	2,691,241.91	3.42%	2,681,983.20	-9,258.71
UNITED STATES TREASURY	5/1/2023	3.500%	4/30/2028	91282CHA2	5,075,000.00	AA+	5/2/2023	5,042,488.28	3.64%	5,063,479.75	20,991.47
UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	11,735,000.00	AA+	6/5/2023	11,695,577.73	3.70%	11,743,683.90	48,106.17
UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	10,115,000.00	AA+	3/3/2025	10,002,391.60	3.99%	10,122,485.10	120,093.50
UNITED STATES TREASURY	5/31/2023	3.625%	5/31/2028	91282CHE4	8,285,000.00	AA+	1/26/2024	8,149,074.22	4.04%	8,291,130.90	142,056.68
UNITED STATES TREASURY	6/30/2023	4.000%	6/30/2028	91282CHK0	6,025,000.00	AA+	7/10/2023	5,934,570.68	4.36%	6,086,635.75	152,065.07
UNITED STATES TREASURY	7/31/2023	4.125%	7/31/2028	91282CHQ7	4,950,000.00	AA+	8/2/2023	4,921,962.89	4.25%	5,017,122.00	95,159.11
UNITED STATES TREASURY	8/31/2023	4.375%	8/31/2028	91282CHX2	2,900,000.00	AA+	1/26/2024	2,936,527.61	4.03%	2,959,131.00	22,603.39
UNITED STATES TREASURY	10/31/2023	4.875%	10/31/2028	91282CJF9	5,900,000.00	AA+	1/4/2024	6,140,839.84	3.94%	6,109,745.00	-31,094.84
UNITED STATES TREASURY	10/31/2023	4.875%	10/31/2028	91282CJF9	5,160,000.00	AA+	1/8/2024	5,355,717.19	4.00%	5,343,438.00	-12,279.19
UNITED STATES TREASURY	11/16/1998	5.250%	11/15/2028	912810FF0	11,160,000.00	AA+	9/17/2024	11,969,100.00	3.37%	11,679,609.60	-289,490.40
UNITED STATES TREASURY	11/30/2023	4.375%	11/30/2028	91282CJN2	8,025,000.00	AA+	1/26/2024	8,150,704.10	4.01%	8,200,827.75	50,123.65
UNITED STATES TREASURY	1/2/2024	3.750%	12/31/2028	91282CJR3	14,950,000.00	AA+	1/19/2024	14,770,132.81	4.02%	15,007,856.50	237,723.69

City of Santa Clara Monthly Report

10/31/2025

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	1/2/2024	3.750%	12/31/2028	91282CJR3	6,250,000.00	AA+	1/4/2024	6,202,148.44	3.92%	6,274,187.50	72,039.06
UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	6,400,000.00	AA+	2/13/2024	6,367,750.00	4.11%	6,472,768.00	105,018.00
UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	4,735,000.00	AA+	9/5/2024	4,814,348.24	3.58%	4,788,836.95	-25,511.29
UNITED STATES TREASURY	1/31/2024	4.000%	1/31/2029	91282CJW2	5,030,000.00	AA+	2/14/2024	4,968,107.42	4.28%	5,087,191.10	119,083.68
UNITED STATES TREASURY	2/16/1999	5.250%	2/15/2029	912810FG8	8,610,000.00	AA+	7/24/2024	9,040,500.00	4.04%	9,062,369.40	21,869.40
UNITED STATES TREASURY	2/29/2024	4.250%	2/28/2029	91282CKD2	4,375,000.00	AA+	9/27/2024	4,498,046.88	3.56%	4,459,787.50	-38,259.38
UNITED STATES TREASURY	2/29/2024	4.250%	2/28/2029	91282CKD2	2,850,000.00	AA+	3/7/2024	2,867,923.83	4.11%	2,905,233.00	37,309.17
UNITED STATES TREASURY	4/1/2024	4.125%	3/31/2029	91282CKG5	10,050,000.00	AA+	4/11/2024	9,938,900.39	4.37%	10,207,785.00	268,884.61
UNITED STATES TREASURY	4/30/2024	4.625%	4/30/2029	91282CKP5	16,425,000.00	AA+	4/30/2024	16,412,167.97	4.64%	16,955,034.75	542,866.78
UNITED STATES TREASURY	4/30/2024	4.625%	4/30/2029	91282CKP5	5,625,000.00	AA+	8/2/2024	5,809,570.31	3.86%	5,806,518.75	-3,051.56
UNITED STATES TREASURY	5/31/2024	4.500%	5/31/2029	91282CKT7	4,950,000.00	AA+	6/7/2024	4,993,892.58	4.30%	5,091,372.00	97,479.42
UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	24,360,000.00	AA+	9/5/2024	25,072,406.07	3.58%	24,862,546.80	-209,859.27
UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	1,100,000.00	AA+	8/15/2024	1,128,316.41	3.67%	1,122,693.00	-5,623.41
UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	16,955,000.00	AA+	7/3/2024	16,858,965.82	4.38%	17,304,781.65	445,815.83
UNITED STATES TREASURY	7/1/2024	4.250%	6/30/2029	91282CKX8	7,590,000.00	AA+	7/3/2024	7,538,411.72	4.40%	7,746,581.70	208,169.98
UNITED STATES TREASURY	7/31/2024	4.000%	7/31/2029	91282CLC3	9,575,000.00	AA+	9/17/2024	9,819,237.30	3.43%	9,690,187.25	-129,050.05
UNITED STATES TREASURY	8/31/2022	3.125%	8/31/2029	91282CFJ5	10,650,000.00	AA+	9/27/2024	10,429,095.70	3.59%	10,448,608.50	19,512.80
UNITED STATES TREASURY	9/3/2024	3.625%	8/31/2029	91282CLK5	12,700,000.00	AA+	9/5/2024	12,736,214.84	3.56%	12,684,633.00	-51,581.84
UNITED STATES TREASURY	9/3/2024	3.625%	8/31/2029	91282CLK5	1,870,000.00	AA+	9/3/2024	1,864,156.25	3.69%	1,867,737.30	3,581.05
UNITED STATES TREASURY	9/30/2024	3.500%	9/30/2029	91282CLN9	5,575,000.00	AA+	10/10/2024	5,481,792.97	3.87%	5,542,999.50	61,206.53
UNITED STATES TREASURY	9/30/2024	3.500%	9/30/2029	91282CLN9	5,185,000.00	AA+	10/8/2024	5,101,756.45	3.86%	5,155,238.10	53,481.65
UNITED STATES TREASURY	10/31/2024	4.125%	10/31/2029	91282CLR0	3,175,000.00	AA+	10/31/2024	3,172,395.51	4.14%	3,228,689.25	56,293.74
UNITED STATES TREASURY	10/31/2024	4.125%	10/31/2029	91282CLR0	1,140,000.00	AA+	11/15/2024	1,131,539.06	4.29%	1,159,277.40	27,738.34
UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	13,100,000.00	AA+	12/6/2024	13,123,539.06	4.08%	13,324,141.00	200,601.94
UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	2,700,000.00	AA+	12/31/2024	2,672,472.66	4.36%	2,746,197.00	73,724.34
UNITED STATES TREASURY	12/2/2024	4.125%	11/30/2029	91282CMA6	5,200,000.00	AA+	12/13/2024	5,178,265.63	4.22%	5,288,972.00	110,706.37
UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	5,100,000.00	AA+	2/5/2025	5,081,200.85	4.33%	5,213,373.00	132,172.15
UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	10,000.00	AA+	1/31/2025	9,970.70	4.32%	10,222.30	251.60
UNITED STATES TREASURY	1/31/2025	4.250%	1/31/2030	91282CMG3	1,115,000.00	AA+	2/6/2025	1,115,261.33	4.24%	1,139,786.45	24,525.12
UNITED STATES TREASURY	2/28/2023	4.000%	2/28/2030	91282CGQ8	6,085,000.00	AA+	3/6/2025	6,054,099.61	4.11%	6,162,462.05	108,362.44
UNITED STATES TREASURY	5/31/2023	3.750%	5/31/2030	91282CHF1	3,945,000.00	AA+	6/5/2025	3,900,310.55	4.00%	3,953,955.15	53,644.60
UNITED STATES TREASURY	7/31/2025	3.875%	7/31/2030	91282CNN7	5,325,000.00	AA+	8/28/2025	5,362,441.41	3.72%	5,364,724.50	2,283.09
UNITED STATES TREASURY	7/31/2025	3.875%	7/31/2030	91282CNN7	4,250,000.00	AA+	8/20/2025	4,260,458.98	3.82%	4,281,705.00	21,246.02
UNITED STATES TREASURY	9/2/2025	3.625%	8/31/2030	91282CNX5	32,665,000.00	AA+	9/3/2025	32,492,374.62	3.74%	32,550,019.20	57,644.58
UNITED STATES TREASURY	9/2/2025	3.625%	8/31/2030	91282CNX5	3,610,000.00	AA+	9/11/2025	3,616,909.77	3.58%	3,597,292.80	-19,616.97
UNITED STATES TREASURY	9/30/2025	3.625%	9/30/2030	91282CPA3	8,000,000.00	AA+	10/2/2025	7,977,500.00	3.69%	7,970,000.00	-7,500.00
U.S. Treasury Bond / Note				**Subtotal**	679,655,000.00			683,692,027.28		687,250,381.55	3,558,354.27
FANNIE MAE-ACES	7/1/2023	4.181%	7/1/2028	3136BQDE6	8,354,037.47	AA+	11/30/2023	8,029,991.83	5.14%	8,371,580.94	341,589.11
FANNIE MAE-ACES	7/1/2023	4.181%	7/1/2028	3136BQDE6	7,256,078.26	AA+	7/31/2023	7,133,065.06	4.58%	7,271,316.03	138,250.97
FHLMC MULTIFAMILY STRUCTURED PASS THROU	1/1/2017	3.347%	11/1/2026	3137BTUM1	5,123,102.76	AA+	5/24/2023	4,965,407.28	4.29%	5,073,767.28	108,360.00
FHLMC MULTIFAMILY STRUCTURED PASS THROU	5/1/2017	3.224%	3/1/2027	3137BXQY1	8,000,000.00	AA+	8/18/2023	7,546,250.00	4.94%	7,920,160.00	373,910.00

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FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2017	3.243%	4/1/2027	3137F1G44	4,545,000.00	AA+	8/18/2023	4,285,260.35	4.93%	4,497,277.50	212,017.15
FHLMC MULTIFAMILY STRUCTURED PASS THROU	8/1/2017	3.117%	6/1/2027	3137F2LJ3	6,525,000.00	AA+	8/22/2023	6,101,894.53	4.97%	6,442,654.50	340,759.97
FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2023	4.819%	6/1/2028	3137HACX2	7,500,000.00	AA+	7/20/2023	7,574,910.00	4.59%	7,650,900.00	75,990.00
FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2023	4.777%	6/1/2028	3137HAD45	5,987,548.93	AA+	7/27/2023	5,987,399.27	4.78%	6,033,054.30	45,655.03
FHLMC MULTIFAMILY STRUCTURED PASS THROU	10/1/2023	4.740%	8/1/2028	3137HAQ74	5,750,000.00	AA+	10/19/2023	5,623,868.00	5.25%	5,858,157.50	234,289.50
FHLMC MULTIFAMILY STRUCTURED PASS THROU	2/1/2025	4.850%	1/1/2030	3137HJZY6	9,019,000.00	AA+	2/27/2025	9,076,532.20	4.70%	9,295,793.11	219,260.91
FHLMC MULTIFAMILY STRUCTURED PASS THROU	4/1/2025	4.478%	1/1/2030	3137HKQC1	10,570,000.00	AA+	4/10/2025	10,643,049.27	4.32%	10,748,421.60	105,372.33
FHLMC MULTIFAMILY STRUCTURED PASS THROU	4/1/2025	4.410%	1/1/2030	3137HKXJ8	4,010,000.00	AA+	4/24/2025	4,009,859.65	4.41%	4,067,343.00	57,483.35
FHLMC MULTIFAMILY STRUCTURED PASS THROU	3/1/2025	4.430%	2/1/2030	3137HKPF5	5,960,000.00	AA+	3/20/2025	5,959,934.44	4.43%	6,048,446.40	88,511.96
FHLMC MULTIFAMILY STRUCTURED PASS THROU	5/1/2025	4.513%	2/1/2030	3137HLJA1	4,285,000.00	AA+	5/29/2025	4,284,880.02	4.51%	4,361,401.55	76,521.53
FHLMC MULTIFAMILY STRUCTURED PASS THROU	6/1/2025	4.348%	2/1/2030	3137HLXV9	11,370,000.00	AA+	6/12/2025	11,369,590.68	4.35%	11,506,212.60	136,621.92
FHLMC MULTIFAMILY STRUCTURED PASS THROU	9/1/2025	4.361%	5/1/2030	3137HN4R6	7,245,000.00	AA+	9/18/2025	7,353,573.57	4.01%	7,337,591.10	-15,982.47
FHLMC MULTIFAMILY STRUCTURED PASS THROU	9/1/2025	4.421%	5/1/2030	3137HN6B9	6,945,000.00	AA+	9/29/2025	7,048,959.71	4.06%	7,049,036.10	76.39
FHLMC MULTIFAMILY STRUCTURED PASS THROU	7/1/2025	4.329%	6/1/2030	3137HMC65	11,192,000.00	AA+	7/17/2025	11,191,787.35	4.33%	11,312,202.08	120,414.73
Federal Agency Commercial Mortgage-Backed Security				**Subtotal**	129,636,767.42			128,186,213.21		130,845,315.59	2,659,102.38
ADOBE INC	4/4/2024	4.800%	4/4/2029	00724PAF6	1,635,000.00	A+	4/4/2024	1,632,563.85	4.83%	1,676,823.30	44,259.45
ADOBE INC	4/4/2024	4.800%	4/4/2029	00724PAF6	1,340,000.00	A+	4/4/2024	1,337,762.20	4.84%	1,374,277.20	36,515.00
ALPHABET INC	8/9/2016	1.998%	8/15/2026	02079KAC1	5,740,000.00	AA+	1/30/2023	5,354,386.80	4.05%	5,658,893.80	304,507.00
AMAZON.COM INC	4/13/2022	3.300%	4/13/2027	023135CF1	6,715,000.00	AA	4/25/2022	6,672,964.10	3.44%	6,666,652.00	-6,312.10
ASTRAZENECA FINANCE LLC	2/26/2024	4.850%	2/26/2029	04636NAL7	8,500,000.00	A+	6/27/2025	8,689,040.00	4.19%	8,716,240.00	27,200.00
BANK OF NY MELLON CORP	1/28/2021	0.750%	1/28/2026	06406RAQ0	9,000,000.00	A	2/10/2021	9,025,920.00	0.69%	8,927,280.00	-98,640.00
BANK OF NY MELLON CORP	4/22/2025	4.729%	4/20/2029	06405LAH4	8,000,000.00	AA-	4/28/2025	8,093,600.00	4.40%	8,129,760.00	36,160.00
BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,086,055.80	3.50%	4,106,631.60	20,575.80
BLACKROCK INC	3/28/2017	3.200%	3/15/2027	09247XAN1	4,140,000.00	AA-	5/18/2022	4,085,352.00	3.50%	4,106,631.60	21,279.60
BLACKROCK INC	3/14/2024	4.700%	3/14/2029	09290DAA9	2,924,000.00	AA-	4/11/2024	2,911,222.12	4.80%	2,988,795.84	77,573.72
BLACKROCK INC	3/14/2024	4.700%	3/14/2029	09290DAA9	350,000.00	AA-	3/14/2024	349,366.50	4.74%	357,756.00	8,389.50
BOFA SECURITIES INC.	8/18/2023	5.526%	8/18/2026	06428CAA2	4,000,000.00	A+	8/18/2023	3,998,360.00	5.54%	4,043,960.00	45,600.00
BOFA SECURITIES INC.	4/22/2021	1.734%	7/22/2027	06051GJS9	1,420,000.00	A-	8/10/2022	1,281,251.80	3.92%	1,394,908.60	113,656.80
BOFA SECURITIES INC.	1/24/2025	4.979%	1/24/2029	06051GMK2	4,980,000.00	A-	4/2/2025	5,035,178.40	4.66%	5,068,743.60	33,565.20
BRISTOL-MYERS SQUIBB CO	11/13/2020	0.750%	11/13/2025	110122DN5	5,725,000.00	A	6/30/2021	5,672,673.50	0.96%	5,719,561.25	46,887.75
CISCO SYSTEMS INC	2/24/2025	4.750%	2/24/2030	17275RBX9	10,000,000.00	AA-	4/22/2025	10,124,500.00	4.46%	10,249,000.00	124,500.00
CISCO SYSTEMS INC	2/24/2025	4.750%	2/24/2030	17275RBX9	6,800,000.00	AA-	4/30/2025	6,955,924.00	4.22%	6,969,320.00	13,396.00
CITIGROUP GLOBAL MARKETS	9/29/2023	5.803%	9/29/2028	17325FBB3	11,225,000.00	A+	9/29/2023	11,225,000.00	5.80%	11,767,504.25	542,504.25

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ELI LILLY & COMPANY	2/12/2025	4.550%	2/12/2028	532457CU0	6,500,000.00	A+	6/27/2025	6,578,910.00	4.06%	6,601,920.00	23,010.00
ELI LILLY & COMPANY	8/14/2024	4.200%	8/14/2029	532457CQ9	1,555,000.00	A+	8/14/2024	1,557,643.50	4.16%	1,567,191.20	9,547.70
ELI LILLY & COMPANY	8/14/2024	4.200%	8/14/2029	532457CQ9	445,000.00	A+	8/14/2024	444,025.45	4.25%	448,488.80	4,463.35
GOLDMAN SACHS BANK USA	5/21/2024	5.414%	5/21/2027	38151LAG5	8,750,000.00	A+	5/22/2025	8,805,037.50	5.08%	8,805,650.00	612.50
HOME DEPOT INC/THE	9/15/2025	3.950%	9/15/2030	437076DJ8	1,885,000.00	A	9/15/2025	1,878,232.85	4.03%	1,875,292.25	-2,940.60
JOHN DEERE CAPITAL CORP	6/17/2021	1.050%	6/17/2026	24422EVR7	5,000,000.00	A	12/8/2021	4,908,600.00	1.47%	4,912,200.00	3,600.00
JOHN DEERE CAPITAL CORP	7/14/2023	4.950%	7/14/2028	24422EXB0	2,800,000.00	A	6/25/2025	2,868,544.00	4.09%	2,875,011.99	6,467.99
JOHN DEERE CAPITAL CORP	7/14/2023	4.950%	7/14/2028	24422EXB0	505,000.00	A	7/14/2023	504,247.55	4.98%	518,528.95	14,281.40
JOHN DEERE CAPITAL CORP	7/14/2023	4.950%	7/14/2028	24422EXB0	605,000.00	A	7/18/2023	610,874.55	4.73%	621,207.95	10,333.40
JOHNSON & JOHNSON	2/20/2025	4.500%	3/1/2027	478160DG6	4,850,000.00	AAA	3/13/2025	4,879,439.50	4.17%	4,898,645.50	19,206.00
JPMORGAN CHASE FINANCIAL CO LLC	4/22/2021	1.578%	4/22/2027	46647PCB0	4,100,000.00	A	8/10/2022	3,710,746.00	3.80%	4,049,816.00	339,070.00
JPMORGAN CHASE FINANCIAL CO LLC	2/24/2022	2.947%	2/24/2028	46647PCW4	2,925,000.00	A	9/18/2023	2,674,532.25	5.13%	2,881,446.75	206,914.50
JPMORGAN CHASE FINANCIAL CO LLC	4/22/2024	5.571%	4/22/2028	46647PEE2	5,000,000.00	A	8/9/2024	5,103,350.00	4.95%	5,101,700.00	-1,650.00
JPMORGAN CHASE FINANCIAL CO LLC	1/24/2025	4.915%	1/24/2029	46647PEU6	2,825,000.00	A	3/13/2025	2,841,921.75	4.74%	2,875,172.00	33,250.25
JPMORGAN CHASE FINANCIAL CO LLC	4/22/2024	5.581%	4/22/2030	46647PEG7	2,750,000.00	A	4/28/2025	2,835,552.50	4.87%	2,869,817.50	34,265.00
KENVUE INC	10/17/2023	5.050%	3/22/2028	49177JAF9	6,250,000.00	A	6/30/2025	6,397,562.50	4.12%	6,379,375.00	-18,187.50
MASTERCARD INC	5/31/2019	2.950%	6/1/2029	57636QAM6	7,500,000.00	A+	6/27/2024	6,889,875.00	4.82%	7,250,175.00	360,300.00
META PLATFORMS INC	8/9/2024	4.300%	8/15/2029	30303M8S4	5,370,000.00	AA-	8/14/2024	5,385,895.20	4.23%	5,421,927.90	36,032.70
MORGAN STANLEY BANK NA	5/30/2024	5.504%	5/26/2028	61690U8B9	6,105,000.00	A+	5/31/2024	6,117,881.55	5.45%	6,227,954.70	110,073.15
MORGAN STANLEY BANK NA	5/30/2024	5.504%	5/26/2028	61690U8B9	3,145,000.00	A+	5/30/2024	3,145,000.00	5.50%	3,208,340.30	63,340.30
NATIONAL RURAL UTILITIES COOPERATIVE FI	8/25/2025	4.150%	8/25/2028	63743HFZ0	4,380,000.00	NR	8/25/2025	4,375,094.40	4.19%	4,389,285.60	14,191.20
NATIONAL SECS CLEARING	5/20/2025	4.700%	5/20/2030	637639AQ8	10,000,000.00	AA+	6/27/2025	10,167,800.00	4.32%	10,228,800.00	61,000.00
NATIONAL SECS CLEARING	5/20/2025	4.700%	5/20/2030	637639AQ8	6,825,000.00	AA+	6/27/2025	6,937,134.75	4.32%	6,981,156.00	44,021.25
NOVARTIS FINANCE CORPORATION	11/20/2015	3.000%	11/20/2025	66989HAJ7	10,000,000.00	AA-	1/31/2023	9,638,600.00	4.38%	9,994,600.00	356,000.00
PACCAR FINANCIAL CORP	1/31/2024	4.600%	1/31/2029	69371RS80	7,000,000.00	A+	7/30/2024	6,996,080.00	4.61%	7,144,130.00	148,050.00
PEPSICO INC	7/17/2024	4.500%	7/17/2029	713448FX1	4,380,000.00	A+	7/17/2024	4,373,211.00	4.53%	4,469,571.00	96,360.00
PEPSICO INC	2/7/2025	4.600%	2/7/2030	713448GB8	2,380,000.00	A+	2/7/2025	2,376,001.60	4.64%	2,433,193.00	57,191.40
STATE STREET CORP	2/28/2025	4.729%	2/28/2030	857477CW1	9,240,000.00	A	2/28/2025	9,251,365.20	4.70%	9,450,302.40	198,937.20
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	4,595,000.00	A	2/1/2022	4,567,889.50	2.08%	4,494,001.90	-73,887.60
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	990,000.00	A	1/24/2022	988,317.00	1.99%	968,239.80	-20,077.20
TOYOTA MOTOR CREDIT CORP	9/11/2023	5.250%	9/11/2028	89236TLB9	5,600,000.00	A+	9/11/2023	5,590,256.00	5.29%	5,797,120.00	206,864.00
WALMART INC.	4/28/2025	4.350%	4/28/2030	931142FN8	6,000,000.00	AA	5/2/2025	6,053,940.00	4.15%	6,088,020.00	34,080.00
WALMART INC.	4/28/2025	4.350%	4/28/2030	931142FN8	3,220,000.00	AA	4/28/2025	3,214,429.40	4.39%	3,267,237.40	52,808.00
Corporate Note				**Subtotal**	250,109,000.00			249,199,111.57		253,018,257.94	3,819,146.37
AMERICAN EXPRESS CREDIT ACCOUNT MASTER	9/19/2023	5.230%	9/15/2028	02582JKD1	6,170,000.00	AAA	9/19/2023	6,169,724.20	5.23%	6,236,142.40	66,418.20
AMERICAN EXPRESS CREDIT ACCOUNT MASTER	7/22/2025	4.300%	7/15/2030	02582JKV1	6,515,000.00	AAA	7/22/2025	6,514,061.19	4.30%	6,591,616.40	77,555.21
BA CREDIT CARD TRUST	12/14/2023	4.980%	11/15/2028	05522RDH8	3,045,000.00	NR	12/14/2023	3,044,591.06	4.98%	3,076,028.55	31,437.49
BA CREDIT CARD TRUST	6/12/2025	4.310%	5/15/2030	05522RDK1	5,250,000.00	AAA	6/12/2025	5,249,980.05	4.31%	5,309,955.00	59,974.95

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BOFA AUTO TRUST 2024-1	11/21/2023	5.740%	6/15/2028	06054YAC1	5,017,092.55	NR	11/21/2023	5,017,001.74	5.74%	5,066,460.74	49,459.00
CAPITAL ONE MULTI-ASSET EXECUTION TRUST	9/16/2025	3.820%	9/16/2030	14041NGF2	7,250,000.00	AAA	9/16/2025	7,248,625.40	3.82%	7,240,212.50	-8,412.90
CHASE AUTO OWNER TRUST 2024-5A	7/30/2025	4.290%	6/25/2030	16145NAC5	3,255,000.00	NR	7/30/2025	3,254,681.99	4.29%	3,276,515.55	21,833.56
CHASE ISSUANCE TRUST	9/15/2023	5.160%	9/15/2028	161571HT4	6,045,000.00	AAA	9/15/2023	6,043,324.33	5.17%	6,106,175.40	62,851.07
CHASE ISSUANCE TRUST	1/31/2024	4.600%	1/15/2029	161571HV9	7,605,000.00	AAA	1/31/2024	7,603,841.76	4.60%	7,667,741.25	63,899.49
CHASE ISSUANCE TRUST	7/25/2025	4.160%	7/15/2030	161571HZ0	9,190,000.00	AAA	7/25/2025	9,189,815.28	4.16%	9,262,601.00	72,785.72
CITIBANK CREDIT CARD ISSUANCE TRUST	6/26/2025	4.300%	6/21/2030	17305EHA6	11,485,000.00	AAA	6/26/2025	11,481,884.12	4.31%	11,601,113.35	119,229.23
FIFTH THIRD AUTO TRUST	8/23/2023	5.530%	8/15/2028	31680EAD3	3,658,923.10	AAA	8/23/2023	3,658,696.25	5.53%	3,689,218.98	30,522.73
GM FINANCIAL SECURITIZED TERM AUTO RECE	1/17/2024	4.850%	12/18/2028	36268GAD7	767,491.81	NR	1/17/2024	767,337.46	4.85%	771,544.17	4,206.71
GM FINANCIAL SECURITIZED TERM AUTO RECE	5/14/2025	4.280%	4/16/2030	362549AD9	1,965,000.00	AAA	5/14/2025	1,964,710.75	4.28%	1,977,300.90	12,590.15
HYUNDAI AUTO RECEIVABLES TRUST 2024-C	11/13/2023	5.540%	10/16/2028	44918CAD4	2,269,299.41	AAA	11/13/2023	2,269,001.00	5.54%	2,291,357.00	22,356.00
HYUNDAI AUTO RECEIVABLES TRUST 2024-C	3/12/2025	4.320%	10/15/2029	44935CAD3	6,570,000.00	AAA	3/12/2025	6,569,030.93	4.32%	6,610,208.40	41,177.47
HYUNDAI AUTO RECEIVABLES TRUST 2024-C	6/11/2025	4.360%	12/17/2029	44935XAD7	2,825,000.00	AAA	6/11/2025	2,824,744.90	4.36%	2,849,916.50	25,171.60
HYUNDAI AUTO RECEIVABLES TRUST 2024-C	9/17/2025	3.880%	4/15/2030	44935JAD8	5,770,000.00	AAA	9/17/2025	5,769,058.34	3.88%	5,765,037.80	-4,020.54
KUBOTA CREDIT OWNER TRUST 2024-2A	2/19/2025	4.670%	6/15/2029	50117FAC5	4,065,000.00	NR	2/19/2025	4,064,860.57	4.67%	4,118,129.55	53,268.98
TOYOTA AUTO RECEIVABLES OWNER TRUST COM	11/14/2023	5.540%	8/15/2028	89239FAD4	1,611,706.49	AAA	11/14/2023	1,611,532.75	5.54%	1,628,951.75	17,419.00
TOYOTA AUTO RECEIVABLES OWNER TRUST COM	4/30/2025	4.340%	11/15/2029	89231HAD8	4,385,000.00	AAA	4/30/2025	4,384,748.74	4.34%	4,418,808.35	34,059.61
TOYOTA AUTO RECEIVABLES OWNER TRUST COM	7/30/2025	4.110%	3/15/2030	89238VAD0	4,705,000.00	AAA	7/30/2025	4,704,504.09	4.11%	4,728,572.05	24,067.96
VOLKSWAGEN AUTO LOAN ENHANCED TRUST 202	3/25/2025	4.500%	8/20/2029	92868MAD1	6,905,000.00	NR	3/25/2025	6,904,765.23	4.50%	6,966,109.25	61,344.02
Asset-Backed Security				**Subtotal**	116,324,513.36			116,310,522.13		117,249,716.84	939,194.71
COOPERAT RABOBANK UA/NY	7/20/2023	5.080%	7/17/2026	21684LGS5	7,500,000.00	A-1	7/20/2023	7,500,000.00	5.08%	7,585,500.00	85,500.00
Certificate of Deposit				**Subtotal**	7,500,000.00			7,500,000.00		7,585,500.00	85,500.00
PRINCIPAL PUBLIC DEPOSIT SWEEP PROGRAM		2.100%	11/1/2025	992995944	63,950.02		9/1/2020	63,950.02		63,950.02	-
LOCAL AGENCY INVESTMENT FUND		4.150%	11/1/2025		6,347,617.66		9/30/1997	6,347,617.66		6,347,617.66	-
CALIFORNIA ASSET MANAGEMENT PROGRAM		4.260%	11/1/2025		249,583,772.05		10/4/2022	249,583,772.05		249,583,772.05	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.290%	11/7/2025		15,000,000.00		8/4/2025	15,000,000.00		15,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.290%	12/1/2025		10,000,000.00		8/4/2025	10,000,000.00		10,000,000.00	-

City of Santa Clara Monthly Report

10/31/2025

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		4.010%	12/24/2025		10,000,000.00		9/26/2025	10,000,000.00		10,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.990%	1/5/2026		15,000,000.00		8/4/2025	15,000,000.00		15,000,000.00	-
CALIFORNIA ASSET MANAGEMENT PROGRAM - TERM		3.970%	1/20/2026		10,000,000.00		7/25/2025	10,000,000.00		10,000,000.00	-
DREYFUS TREASURY		4.030%	11/1/2025		2,456,468.96		10/31/1997	2,456,468.96		2,456,468.96	-
Cash Equivalent				**Subtotal**	318,451,808.69			318,451,808.69		318,451,808.69	-
Grand Total				**Count 185**	1,501,677,089.47			1,503,339,682.88		1,514,400,980.61	11,061,297.73

**NR = Not Rated by S&P Global. These Asset Backed Securities are rated by Moody's Ratings as Aaa.*

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
		BEGINNING BALANCE	**0.00**	**1,179,930,519.16**	
		CASH EQUIVALENTS			
10/01/25		INTEREST RECEIVED PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM INTEREST FROM 9/1/25 TO 9/30/25	5,567.05		
10/31/25	3,158,290.51	CASH SWEEP PURCHASES FOR STMT PERIOD PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM 12 TRANSACTIONS	3,158,290.51-	3,158,290.51	
10/31/25	3,819,139.38-	CASH SWEEP SALES FOR STMT PERIOD PRINCIPAL PUBLIC DEPOSIT SWEEP PRGRM 2 TRANSACTIONS	3,819,139.38	3,819,139.38-	
		BONDS & NOTES			
10/06/25		INTEREST RECEIVED ADOBE INC 4.800% 4/04/29 CUSIP 00724PAF6 INTEREST ON 2,975,000.000 UNITS	71,400.00		
10/13/25		INTEREST RECEIVED AMAZON.COM INC 3.300% 4/13/27 CUSIP 023135CF1 INTEREST ON 6,715,000.000 UNITS	110,797.50		
10/15/25		INTEREST RECEIVED AMERICAN EXPRES ABS 4.300% 7/15/30 CUSIP 02582JKV1 $0.00358/PV ON 6,515,000.00 PV DUE 10/15/25	23,345.41		
10/15/25		INTEREST RECEIVED AMERICAN EXPRES ABS 5.230% 9/15/28 CUSIP 02582JKD1 $0.00436/PV ON 6,170,000.00 PV DUE 10/15/25	26,890.91		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
10/15/25		INTEREST RECEIVED BANK OF AMERICA ABS 4.310% 5/15/30 CUSIP 05522RDK1 $0.00359/PV ON 5,250,000.00 PV DUE 10/15/25	18,856.25		
10/15/25		INTEREST RECEIVED BANK OF AMERICA ABS 5.740% 6/15/28 CUSIP 06054YAC1 $0.00392/PV ON 5,411,234.58 PV DUE 10/15/25	25,883.74		
10/15/25	394,142.03-	PAID DOWN BANK OF AMERICA ABS 5.740% 6/15/28 CUSIP 06054YAC1	394,142.03	394,134.90-	7.13
10/20/25		INTEREST RECEIVED BK NY MELLON V-D 4.729% 4/20/29 CUSIP 06405LAH4 INTEREST ON 8,000,000.000 UNITS	187,058.22		
10/15/25		INTEREST RECEIVED BK OF AMERICA ABS 4.980% 11/15/28 CUSIP 05522RDH8 $0.00415/PV ON 3,045,000.00 PV DUE 10/15/25	12,636.75		
10/27/25		INTEREST RECEIVED CHASE AUTO ABS 4.290% 6/25/30 CUSIP 16145NAC5 $0.00358/PV ON 3,255,000.00 PV DUE 10/25/25	11,636.63		
10/15/25		INTEREST RECEIVED CHASE ISSUANCE ABS 0.000% 7/15/30 CUSIP 161571HZ0 $0.00347/PV ON 9,190,000.00 PV DUE 10/15/25	31,858.67		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
10/15/25		INTEREST RECEIVED CHASE ISSUANCE ABS 4.600% 1/16/29 CUSIP 161571HV9 $0.00383/PV ON 7,605,000.00 PV DUE 10/15/25	29,152.50		
10/15/25		INTEREST RECEIVED CHASE ISSUANCE ABS 5.160% 9/15/28 CUSIP 161571HT4 $0.00430/PV ON 6,045,000.00 PV DUE 10/15/25	25,993.50		
10/27/25		INTEREST RECEIVED FED HOME LN MTG CORP 3.117% 6/25/27 CUSIP 3137F2LJ3 $0.00260/PV ON 6,525,000.00 PV DUE 10/25/25	16,948.69		
10/27/25		INTEREST RECEIVED FHLMC CMO V-M 4.329% 6/25/30 CUSIP 3137HMC65 $0.00361/PV ON 11,192,000.00 PV DUE 10/25/25	40,375.14		
10/27/25		INTEREST RECEIVED FHLMC CMO V-M 4.421% 5/25/30 CUSIP 3137HN6B9 $0.00368/PV ON 6,945,000.00 PV DUE 10/25/25	25,586.54		
10/27/25		INTEREST RECEIVED FHLMC K061 CMO V-M 3.347% 11/25/26 CUSIP 3137BTUM1 $0.00267/PV ON 5,128,739.61 PV DUE 10/25/25	14,304.91		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
10/27/25	5,636.85-	PAID DOWN FHLMC K061 CMO V-M 3.347% 11/25/26 CUSIP 3137BTUM1 TO SETTLE ON 10/27/2025	5,636.85	5,463.34-	173.51
10/27/25		INTEREST RECEIVED FHLMC K508 CMO V-M 4.740% 8/25/28 CUSIP 3137HAQ74 $0.00395/PV ON 5,750,000.00 PV DUE 10/25/25	22,712.50		
10/27/25		INTEREST RECEIVED FHLMC K536 CMO V-M 4.850% 1/25/30 CUSIP 3137HJZY6 $0.00404/PV ON 9,019,000.00 PV DUE 10/25/25	36,451.79		
10/27/25		INTEREST RECEIVED FHLMC K537 CMO V-M 4.430% 2/25/30 CUSIP 3137HKPF5 $0.00369/PV ON 5,960,000.00 PV DUE 10/25/25	22,002.34		
10/27/25		INTEREST RECEIVED FHLMC K538 CMO V-M 4.478% 1/25/30 CUSIP 3137HKQC1 $0.00373/PV ON 10,570,000.00 PV DUE 10/25/25	39,443.72		
10/27/25		INTEREST RECEIVED FHLMC K539 CMO V-M 4.410% 1/25/30 CUSIP 3137HKXJ8 $0.00368/PV ON 4,010,000.00 PV DUE 10/25/25	14,736.75		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
10/27/25		INTEREST RECEIVED FHLMC K540 CMO V-M 4.513% 2/25/30 CUSIP 3137HLJA1 $0.00376/PV ON 4,285,000.00 PV DUE 10/25/25	16,115.17		
10/27/25		INTEREST RECEIVED FHLMC K541 CMO V-M 4.348% 2/25/30 CUSIP 3137HLXV9 $0.00362/PV ON 11,370,000.00 PV DUE 10/25/25	41,197.30		
10/27/25		INTEREST RECEIVED FHLMC K546 CMO V-M 4.361% 5/25/30 CUSIP 3137HN4R6 $0.00363/PV ON 7,245,000.00 PV DUE 10/25/25	26,329.54		
10/27/25		INTEREST RECEIVED FHLMC MULTIFAMILY ST 3.243% 4/25/27 CUSIP 3137F1G44 $0.00270/PV ON 4,545,000.00 PV DUE 10/25/25	12,282.86		
10/27/25		INTEREST RECEIVED FHLMC SER KJ46 CMO 4.777% 6/25/28 CUSIP 3137HAD45 $0.00391/PV ON 5,995,365.03 PV DUE 10/25/25	23,866.55		
10/27/25	7,816.1-	PAID DOWN FHLMC SER KJ46 CMO 4.777% 6/25/28 CUSIP 3137HAD45 TO SETTLE ON 10/27/2025	7,816.10	7,815.90-	0.20

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
10/27/25		INTEREST RECEIVED FHLMC SER K505 CMO 4.819% 6/25/28 CUSIP 3137HACX2 $0.00402/PV ON 7,500,000.00 PV DUE 10/25/25	30,118.75		
10/15/25		INTEREST RECEIVED FIFTH THIRD AUT ABS 5.530% 8/15/28 CUSIP 31680EAD3 $0.00346/PV ON 3,951,662.49 PV DUE 10/15/25	18,210.58		
10/15/25	292,739.39-	PAID DOWN FIFTH THIRD AUT ABS 5.530% 8/15/28 CUSIP 31680EAD3	292,739.39	292,721.24-	18.15
10/27/25		INTEREST RECEIVED FNMA SER M6 CMO V-M 4.181% 7/25/28 CUSIP 3136BQDE6 $0.00348/PV ON 15,611,892.33 PV DUE 10/25/25	54,400.69		
10/27/25	1,776.6-	PAID DOWN FNMA SER M6 CMO V-M 4.181% 7/25/28 CUSIP 3136BQDE6 TO SETTLE ON 10/27/2025	1,776.60	1,725.72-	50.88
10/16/25		INTEREST RECEIVED GM FINANCIAL ABS 4.280% 4/16/30 CUSIP 362549AD9 $0.00357/PV ON 1,965,000.00 PV DUE 10/16/25	7,008.50		
10/16/25		INTEREST RECEIVED GM FINANCIAL ABS 4.850% 12/18/28 CUSIP 36268GAD7 $0.00404/PV ON 815,000.00 PV DUE 10/16/25	3,293.96		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
10/16/25	47,508.19-	PAID DOWN GM FINANCIAL ABS 4.850% 12/18/28 CUSIP 36268GAD7	47,508.19	47,498.64-	9.55
10/15/25		INTEREST RECEIVED HYUNDAI AUTO ABS 3.880% 4/15/30 CUSIP 44935JAD8 $0.00302/PV ON 5,770,000.00 PV DUE 10/15/25	17,412.58		
10/15/25		INTEREST RECEIVED HYUNDAI AUTO ABS 4.320% 10/15/29 CUSIP 44935CAD3 $0.00360/PV ON 6,570,000.00 PV DUE 10/15/25	23,652.00		
10/15/25		INTEREST RECEIVED HYUNDAI AUTO REC ABS 4.360% 12/17/29 CUSIP 44935XAD7 $0.00363/PV ON 2,825,000.00 PV DUE 10/15/25	10,264.17		
10/15/25		INTEREST RECEIVED HYUNDAI AUTO REC ABS 5.540% 10/16/28 CUSIP 44918CAD4 $0.00442/PV ON 2,421,169.11 PV DUE 10/15/25	11,177.73		
10/15/25	151,869.7-	PAID DOWN HYUNDAI AUTO REC ABS 5.540% 10/16/28 CUSIP 44918CAD4	151,869.70	151,849.73-	19.97
10/22/25		INTEREST RECEIVED JPMORGAN CHASE V-D 5.571% 4/22/28 CUSIP 46647PEE2 INTEREST ON 5,000,000.000 UNITS	139,275.00		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
10/22/25		INTEREST RECEIVED JPMORGAN CHASE V-D 5.581% 4/22/30 CUSIP 46647PEG7 INTEREST ON 2,750,000.000 UNITS	76,738.75		
10/15/25		INTEREST RECEIVED KUBOTA CREDIT ABS 4.670% 6/15/29 CUSIP 50117FAC5 $0.00389/PV ON 4,065,000.00 PV DUE 10/15/25	15,819.63		
10/15/25		INTEREST RECEIVED TOYOTA AUTO ABS 4.110% 3/15/30 CUSIP 89238VAD0 $0.00343/PV ON 4,705,000.00 PV DUE 10/15/25	16,114.63		
10/15/25		INTEREST RECEIVED TOYOTA AUTO REC ABS 4.340% 11/15/29 CUSIP 89231HAD8 $0.00362/PV ON 4,385,000.00 PV DUE 10/15/25	15,859.08		
10/15/25		INTEREST RECEIVED TOYOTA AUTO REC ABS 5.540% 8/15/28 CUSIP 89239FAD4 $0.00459/PV ON 1,714,233.53 PV DUE 10/15/25	7,914.04		
10/15/25	102,527.04-	PAID DOWN TOYOTA AUTO REC ABS 5.540% 8/15/28 CUSIP 89239FAD4	102,527.04	102,515.99-	11.05
10/31/25		INTEREST RECEIVED U.S. TREASURY NOTES 3.500% 4/30/28 CUSIP 91282CHA2 INTEREST ON 5,075,000.000 UNITS	88,812.50		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
10/02/25	8,000,000	PURCHASED U.S. TREASURY NOTES 3.625% 9/30/30 CUSIP 91282CPA3 AT $99.7188 ON TRADE DATE 10/01/2025 TO SETTLE ON 10/02/2025 CITIGROUP GBL MKTS/SALOMON BRO	7,977,500.00-	7,977,500.00	
10/02/25		ACCRUED INTEREST ON PURCHASE U.S. TREASURY NOTES 3.625% 9/30/30 CUSIP 91282CPA3	1,593.41-		
10/31/25	6,050,000	PURCHASED U.S. TREASURY NOTES 3.625% 9/30/30 CUSIP 91282CPA3 AT $99.5977 ON TRADE DATE 10/30/2025 TO SETTLE ON 10/31/2025 BANC OF AMERICA SECURITIES LLC	6,025,658.20-	6,025,658.20	
10/31/25		ACCRUED INTEREST ON PURCHASE U.S. TREASURY NOTES 3.625% 9/30/30 CUSIP 91282CPA3	18,677.71-		
10/31/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.125% 10/31/27 CUSIP 91282CFU0 INTEREST ON 86,945,000.000 UNITS	1,793,240.63		
10/31/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.125% 10/31/29 CUSIP 91282CLR0 INTEREST ON 4,315,000.000 UNITS	88,996.88		
10/15/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.500% 4/15/27 CUSIP 91282CKJ9 INTEREST ON 21,925,000.000 UNITS	493,312.50		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
10/31/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.625% 4/30/29 CUSIP 91282CKP5 INTEREST ON 22,050,000.000 UNITS	509,906.25		
10/02/25	7,250,000-	SOLD U.S. TREASURY NOTES 4.625% 11/15/26 CUSIP 91282CJK8 AT $101.0508 ON TRADE DATE 10/01/2025 TO SETTLE ON 10/02/2025 RBC DAIN RAUSCHER INC.	7,326,181.64	7,317,278.82-	8,902.82
10/02/25		ACCRUED INTEREST ON SALE U.S. TREASURY NOTES 4.625% 11/15/26 CUSIP 91282CJK8	127,564.54		
10/31/25		INTEREST RECEIVED U.S. TREASURY NOTES 4.875% 10/31/28 CUSIP 91282CJF9 INTEREST ON 11,060,000.000 UNITS	269,587.50		
10/20/25		INTEREST RECEIVED VOLKSWAGEN AUTO ABS 4.500% 8/20/29 CUSIP 92868MAD1 $0.00375/PV ON 6,905,000.00 PV DUE 10/20/25	25,893.75		
10/27/25		INTEREST RECEIVED VR FHLMC MULTIFAMI 3.224% 3/25/27 CUSIP 3137BXQY1 $0.00269/PV ON 8,000,000.00 PV DUE 10/25/25	21,493.34		
10/22/25		INTEREST RECEIVED VR JPMORGAN CHASE & 1.578% 4/22/27 CUSIP 46647PCB0 INTEREST ON 4,100,000.000 UNITS	32,349.00		

STATEMENT OF TRANSACTIONS

DATE	PAR VALUE/SHARES	DESCRIPTION	CASH	COST VALUE	REALIZED GAIN/LOSS
10/28/25		INTEREST RECEIVED WALMART INC 4.350% 4/28/30 CUSIP 931142FN8 INTEREST ON 9,220,000.000 UNITS	200,535.00		
		ENDING BALANCE	**0.00**	**1,184,951,824.21**	

INVESTMENT AND INSURANCE PRODUCTS ARE:
- **NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) OR ANY FEDERAL GOVERNMENT AGENCY**
- **NOT A DEPOSIT, OBLIGATION OF, OR GUARANTEED BY ANY BANK OR BANKING AFFILIATE**
- **SUBJECT TO INVESTMENT RISKS AND MAY LOSE VALUE, INCLUDING POSSIBLE LOSS OF PRINCIPAL AMOUNT INVESTED**

FY 2025/26 Budget Amendments

General Fund

Department/Item	Source of Funds	Use of Funds	Explanation
Stadium Reimbursements / Non-Departmental Stadium Operations	74,000	74,000	Increases the revenue estimate for Stadium reimbursements and the appropriation for Stadium Operations in Non-Departmental. This funding will provide for 25 additional body worn cameras needed for Stadium events **(five affirmative Council votes required to appropriate additional revenue).**
	74,000	**74,000**	

Convention Center Enterprise Fund

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer to the Convention Center Capital Fund		1,543,000	Establishes a transfer to the Convention Center Capital Fund for high priority projects including painting of the exterior of the Convention Center, replacement of the cooling tower and installation of drop ceilings in several areas of the building **(five affirmative Council votes required for the use of unused balances).**
Unrestricted Ending Fund Balance		(1,543,000)	Decreases the unrestricted ending fund balance to offset the action recommended above **(five affirmative Council votes required for the use of unused balances).**
	-	**-**	

Convention Center Capital Fund

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the Convention Center Enterprise Fund / Santa Clara Convention Center Condition Assessment Repair	1,543,000	1,543,000	Recognizes a transfer from the Convention Center Enterprise Fund and appropriates it to the Santa Clara Convention Center Condition Assessment Repair project. Of this amount, $843,000 will fund the painting of the Convention Center's exterior, $650,000 will fund the replacement of the cooling tower, and the remaining $50,000 will fund the installation of drop ceilings to address fire sprinkler protection deficiencies **(five affirmative Council votes required to appropriate additional revenue).**
	1,543,000	**1,543,000**	

FY 2025/26 Budget Amendments

Fire Department Capital Fund (536)

Department/Item	Source of Funds	Use of Funds	Explanation
Fire Station 2 Window Seismic Upgrades		(49,500)	Reduces the Fire Station 2 Window Seismic Upgrades project funding and reallocates the funds to a new project identified by the Fire Department as a higher prioritiy **(majority affirmative Council votes required).**
Training Center Audio Visual Equipment		49,500	Establishes a Training Center Audio Visual Equipment project for the installation of new equipment at the Training Center to replace the defunct equipment that currently exists and is no longer usable. The cost includes the new equipment and installation labor costs **(majority affirmative Council votes required).**
	-	**-**	

Parks and Recreation Capital Fund (532)

Department/Item	Source of Funds	Use of Funds	Explanation
Mitigation Fee Act Revenue	8,603,749		Increases the Mitigation Fee Act revenue estimate by $8,603,749 based on revenue received year-to-date **(five affirmative Council votes required to appropriate additional revenue).**
Quimby Act Revenue	864,492		Increases the Quimby Act revenue estimate by $864,492 based on revenue received year-to-date **(five affirmative Council votes required to appropriate additional revenue)**.
Park Impact Fees Monitoring Project		189,365	Increases the Park Impact Fees Monitoring Project appropriation based on Mitigation Fee Act (MFA) and Quimby Act revenue received year-to-date. The appropriation is based on a calculation of two percent (2%) of actual Quimby and MFA fees received which are transferred to this project annually (City Chapter 17.35 of the City Code) to support staff and studies related to the park in-lieu program **(five affirmative Council votes required to appropriate additional revenue)**.
Parkland Acquisition Project		2,319,718	Increases the Parkland Acquisition Project appropriation by $2,319,718 based on Mitigation Fee Act and Quimby Act revenue received year-to-date. The appropriation is based on 25% of total Park In-Lieu Fees received, after two percent (2%) is allocated to the Park Impact Fees Monitoring Project **(five affirmative Council votes required to appropriate additional revenue)**.

FY 2025/26 Budget Amendments

Parks and Recreation Capital Fund (532) (Cont'd.)

Department/Item	Source of Funds	Use of Funds	Explanation
Ending Fund Balance Reconciliation - Mitigation Fee Act Fees		6,323,756	Increases the Mitigation Fee Act Fees Ending Fund Balance to offset the actions above **(five affirmative Council votes required to appropriate additional revenue)**.
Ending Fund Balance Reconciliation - Quimby Act Fees		635,402	Increases the Quimby Act Fees Ending Fund Balance to offset the actions above **(five affirmative Council votes required to appropriate additional revenue)**.
	9,468,241	**9,468,241**	

Public Buildings Capital Fund (538)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Revenue / Commerce/Peddler's Plaza Maintenance Project	110,027	110,027	Recognizes an insurance reimbursement for property loss at the City-owned property of Peddler's Plaza and appropriates it to the Commerce/Peddler's Maintenance project **(five affirmative Council votes required to appropriate additional revenue).**
	110,027	**110,027**	

25-1654 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to Issue Purchase Orders and/or to Negotiate and Execute Agreements with Dell Marketing LP, SHI International, CDW Government LLC, Carahsoft Technology Corp., Presidio Network Solutions, LLC, Insight Public Sector, TD Synnex Corporation, and/or their Authorized Resellers, Under Cooperative Purchasing Agreements for the Purchase of Various Information Technology Products and Services for Silicon Valley Power, for a Total Amount Not-to-Exceed $12 Million, and Approve Related Budget Amendment

BACKGROUND

Information Technology (IT) serves as a key enabler for the City of Santa Clara's Electric Utility, Silicon Valley Power's ("SVP"), mission to provide safe, reliable, and efficient electric service to the community. IT systems support every aspect of utility operations - from power generation and distribution management to customer service, cybersecurity, and data analytics. As technology continues to evolve, continuous improvement and modernization of SVP's IT environment are vital to ensuring system reliability, protecting critical infrastructure, enabling data-driven decision-making, and improving service delivery. By maintaining the ability to procure, upgrade, and enhance technology systems, SVP safeguards its capacity to adapt to future challenges - including its growth targets, increased grid complexity, renewable integration, and heightened security requirements - while continuing to deliver exceptional value and service to the community and meeting the growing expectations of customers, regulators, and stakeholders.

This report seeks authorization to pursue ongoing investments in IT systems to support SVP's operational, administrative, and strategic needs. These investments include acquiring new technologies, enhancing existing systems, and replacing legacy platforms that have reached end-of-life or no longer meet modern performance, integration, or cybersecurity standards.

SVP's IT environment is complex and encompasses both enterprise business systems and mission-critical operational technologies and covers approximately 2,000 managed devices. Current scope includes:

- Desktop and Mobile Computing: Approximately 225 desktop computers, 175 laptops with docking stations, and 500 monitors are deployed to SVP staff and field personnel to support daily work activities. Many of these systems are high-performance workstations used for engineering, AutoCAD, GIS, SCADA configuration, and other specialized applications.

- Server and Data Center Infrastructure: Approximately 97 physical and virtual servers located in SVP-managed data centers that host key applications such as GIS, energy management, work orders, and financial systems. These systems require ongoing

maintenance, hardware refresh, and operating system upgrades to maintain reliability and security.

- Storage Area Network (SAN) and Enterprise Backup Solutions: SVP uses a SAN and Enterprise Backup Solution for Disaster Recovery. The SAN and Backup Solution have reached their end-of-life and are no longer supported by Hewlett Packard Enterprise Development LP (HPE).

- IT and Operation Technology (OT) Network and Communications Equipment: Numerous core switches, routers, firewalls, networking components for SVP's secure communication segmented backbones, securely connecting substations, control rooms, AMI network, and administrative offices.

- Cybersecurity and Data Protection Systems: Firewalls, endpoint protection, vulnerability management, cloud security, network intrusion detection systems, backup appliances, and monitoring tools essential for maintaining the security and resiliency of SVP's IT and OT environments.

- Enterprise and Business Applications: Software licenses and maintenance for productivity, asset management, GIS, and specialized utility applications that require ongoing vendor support.

- Peripheral and Specialty Equipment: Printers, plotters, scanners, and other hardware supporting engineering design, field data collections, and administrative operations.

- Audiovisual Equipment: Audio, video, projection, and photographic equipment, screens/displays, and peripherals/accessories.

DISCUSSION

SVP System Support Group (SSG) recently conducted a review of anticipated IT system requirements. Based on that review, staff developed an estimate of expenditures required to maintain, upgrade, and replace IT equipment and services necessary for SVP's ongoing operations. The IT goods and services anticipated under this report are essential to support enterprise systems, network infrastructure, and cybersecurity tools, enable SVP's business continuity and operations, replace aging hardware and avoid technical obsolescence, and mitigate security risks from malware, and other vulnerabilities.

Table 1 below summarizes the estimated five-year expenditures for IT goods and services needed to support SVP's operations. While this request seeks multi-year spending authority, a portion of the funding is requested in this fiscal year to address immediate, high-priority needs, including cybersecurity enhancements required in advance of the SBLX and FIFA World Cup events and replacement of end-of-life OT/IT networks and storage infrastructure. Several core network components and the Storage Area Network are nearing end-of-life and expiration of vendor support. All remaining expenditures would be phased over the five-year period to support planned system upgrades and ongoing security and infrastructure requirements.

Table 1 - Estimated Five-Year IT Expenditures

IT Category	Description	Anticipated Timing	Estimated Five-Year Spend
Desktop and Mobile Computing	Replacement of desktop computers, laptops, docking stations, and monitors based on established equipment life cycles	Phased over the five-year term as equipment reaches end of life; estimated FY 2025/26 spend is $250,000	$750,000
Server and Data Center	Ongoing refresh and support of servers and data center systems	Phased over the five-year term as equipment reaches end of life; estimated FY 2025/26 spend is $250,000	$700,000
Storage and Backup Infrastructure	Replacement of SAN and enterprise backup systems at two locations	Near-term; system configuration and purchase anticipated by March 2026; estimated FY 2025/26 spend is $2,700,000	$2,700,000
Cybersecurity and Data Protection	Cybersecurity platforms including vulnerability management, remediation, log management, secure remote access, security operations, data governance, and endpoint detection and response	Near-term replacement of end-of-life systems with additional upgrades phased over the term; estimated FY 2025/26 spend is $1,000,000	$2,350,000
IT and OT Network and Communications Equipment	Network infrastructure supporting security IT and operational technology environments, including firewalls, core switches, core routing, access layer switches, wireless access points, network monitoring platform, and IDS/IPS	Near-term replacement of end-of-life systems with additional upgrades phased over the term; estimated FY 2025/26 spend is $3,000,000	$5,400,000

Peripheral and Specialty Equipment and Audiovisual Equipment	Replacement and upgrades of various equipment	Replaced on an as-needed basis; estimated FY 2025/26 spend is $50,000	$100,000
		Total	$12,000,000

To efficiently procure the broad range of technology goods and services described above, staff recommend utilizing cooperative purchasing agreements. This recommendation is in accordance with Section 2.105.270(c) of the City of Santa Clara Code, which authorizes the City to contract with vendors under contracts awarded using preestablished cooperative purchasing agreements when such agreements result from a competitive bid process that meets or exceeds the competitive bidding process of the City, as determined by the Purchasing Division Manager.

Cooperative purchasing agreements have become a common strategy among public agencies for acquiring technology goods and services. By sharing procurement efforts with other government entities, agencies leverage the full competitive process, including solicitation development, bid advertising, evaluation, and award, conducted by a lead public agency. Using these competitively awarded contracts enables the City to benefit from lower pricing due to aggregated demand, reduced administrative workload, and shorter procurement timelines. These agreements are rebid and renewed upon expiration, ensuring that participating agencies continue to benefit from competitive pricing and contract efficiencies.

The City intends to use several competitive cooperative agreements for IT-related procurements. A summary of the cooperative programs is provided below:

- NASPO ValuePoint: NASPO ValuePoint is a national cooperative purchasing program facilitating public procurement solicitations and agreements using a lead-state model and provides the highest standard of excellence in public cooperative contracting. NASPO ValuePoint is available to public agencies and is a program under National Association of State Procurement Officials (NASPO), comprising of chief procurement officials of all 50 states, the District of Columbia, and U.S. territories.

- OMNIA Partners: OMNIA is a national government purchasing cooperative that administers competitive solicitations in partnership with lead public agencies. OMNIA's process complies with public sector procurement requirements, allowing local and state government agencies, school districts (K-12), higher education institutions, and nonprofits to utilize competitively awarded contracts.

- Sourcewell: Sourcewell is a national cooperative procurement organization that conducts its own competitive solicitations as a lead agency. Its procurement process includes public advertising, evaluation, negotiation, and awarding that is consistent with public purchasing laws. Sourcewell's competitively awarded contracts are available to government agencies, education institutions, and non-profits.

Staff requests approval for spending authority to execute agreements and/or purchase orders for a not-to-exceed amount of $12 million for a five-year period through December 31, 2030, and

authorization to use the cooperative purchasing agreements listed in Table 2 below. In accordance with Section 2.105.270(c) of the City of Santa Clara Code, the Purchasing Division Manager has determined that the cooperative agreements listed in Table 2 resulted from a competitive bid process that meets or exceeds the competitive bidding process of the City. Staff also request the authority to substitute any of these cooperative agreements with the applicable replacement agreement issued by the same cooperative organization if the existing agreement expires during the purchase approval period; provided that the replacement agreement meets the requirements of Section 2.105.270(c) as determined by the Purchasing Division Manager.

Table 2 - Cooperative IT Purchases for SVP

Att. #	Vendor Name	Cooperative Purchase Agreement	Description
1	Dell Marketing L.P.	NASPO ValuePoint Master Agreement No. 23026 (formerly No. 23004), which is effective through June 30, 2028, if all options are exercised	Desktop and mobile computing, including computers, laptops, equipment, and peripherals
2	SHI International	Sourcewell Master Agreement No. 121923-SHI, which is effective through February 27, 2031, if all options are exercised	Hardware, software, cloud, cybersecurity, networking, storage, peripherals, and services
3	CDW Government LLC	OMNIA Partners, Public Sector Master Agreement 2024056-01, which is effective from July 2, 2024, through July 1, 2034, if all options are exercised	Laptops, networking equipment, system components, desktop and notebooks, networking equipment, servers, cybersecurity, and services
4	Carahsoft Technology Corp.	OMNIA Partners, Public Sector Master Agreement 23-6692-01, which is effective through April 30, 2028	Laptops, networking equipment, system components, desktop and notebooks, networking equipment, servers, and storage
5	Carahsoft Technology Corp.	OMNIA Partners, Public Sector Master Agreement R240303 which is effective through December 31, 2029, if all options are exercised	Software solutions and services

6	Presidio Network Solutions, LLC	Sourcewell Master Agreement #120122, which is effective through March 17, 2028, if all options are exercised	Cloud and artificial intelligence, cybersecurity, networking, end-point management and security, service desk, and business workflows
7	Insight Public Sector	OMNIA Partners Public Sector Master Agreement 23-6692-03, which is effective through April 30, 2028, if all options are exercised	Cloud solutions, system components, desktop and notebooks, networking equipment, servers, and storage
8	TD Synnex Corporation	Sourcewell Master Agreement #020624-SYN, which is effective through May 3, 2031, if all options are exercised	Private wireless networks, radio access networks, network management tools, site surveys and assessments, tier-one OEM solutions, advanced solutions, endpoint solutions, cloud, artificial intelligence, and cybersecurity

Most purchases under these cooperative agreements will be made through standard Purchase Orders. However, certain purchases will require a separate contract that references the terms of the underlying cooperative agreement. Providing authority to negotiate and execute these agreements is necessary because some IT procurements require contract documents, particularly when they involve warranties, support services, cybersecurity requirements, or software licenses. Cooperative agreements such as Sourcewell, explicitly allow participating agencies to negotiate additional terms and conditions. This is beneficial to the City as it can negotiate terms that are equal to or more favorable to the City than those contained in the base contract. This flexibility enables the City to incorporate required provisions, such as insurance requirements, data security terms, confidentiality clauses, and City-specific legal requirements, into the final agreement and to negotiate pricing that may be lower than the published cooperative rates.

In addition, some purchases made during the approved spending period will include multi-year maintenance, warranty, support, or subscription services that extend beyond December 31, 2030. This is standard for technology purchases, as ongoing support is required after the initial product is deployed. Allowing multi-year terms does not increase the spending limit. To maintain full fiscal control, the entire contract value, including services that occur after 2030, will be charged against the $12 million authority at the time the agreement is executed. This ensures that all obligations incurred during the purchasing period remain within the approved spending limit. Staff will monitor all purchases and remaining spending capacity using the City’s financial management system, PeopleSoft. Staff will continue to manage and allocate purchases among the vendors as needed to meet operational requirements and will ensure that the total expenditure remains within the authorized $12 million spending limit during the five-year period ending December 31, 2030.

This request to use multiple cooperative agreements is consistent with practices used by other public agencies. For example, the City of Sacramento obtained City Council approval to use cooperative

purchasing agreements for citywide IT purchases in an amount of approximately $34.5 million for FY 2025/26.

Approval of the recommendations in this report will allow SVP to procure the necessary IT goods and services through multiple cooperative purchasing agreement efficiently, transparently, and in compliance with the City's procurement policy.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulation in that it can be seen with certainty that there is no possibility that the proposed actions may have a significant effect on the environment as the proposed actions authorize the purchase of IT services, equipment and licenses necessary for the City to carry out critical administrative functions .

FISCAL IMPACT

Of the $12.0 million discussed in this Report to Council technology infrastructure improvements, $7.25 million is needed in FY 2025/26 as outlined in Table 1 of this report to allocate funds to begin several critical initiatives to address systems nearing end of life, and system enhancements, including an OT/IT Network and Communications Refresh, Cybersecurity and Data Protection strengthening, Server and Data Center Infrastructure upgrades, and Storage Area Network (SAN) and Enterprise Backup replacement.

Funding of $7,250,000 is available in the Electric Utility Fund Unrestricted Ending Fund Balance. The budget amendment below allocates funding from the Electric Utility Fund to the Electric Utility Capital Fund to increase the Operations and Planning Technology project.

	Budget Amendment FY 2025/26		
	Current	Increase/ (Decrease)	Revised
Electric Utility Fund (091)			
Transfers to			
Electric Utility Capital Fund	$70,541,000	$7,250,000	$77,791,000
Ending Fund Balance			
Unrestricted Ending Fund Balance	$103,600,565	($7,250,000)	$96,350,565
Electric Utility Capital Fund (591)			
Transfers from			
Electric Utility Fund	$70,541,000	$7,250,000	$77,791,000
Expenditures			
Operations and Planning Technology Project (CIP 2395)	$4,636,798	$7,250,000	$11,886,798

The remaining $4,750,000 needed will be incorporated in the Electric Utility Capital Fund in future years of funding in the FY 2026/27 and FY 2027/28 Proposed Biennial Capital Improvement Program Budget as part of the annual budget process. Ongoing software subscription costs will be incorporated in the Electric Utility Fund operating budget as part of the annual budget process.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager or designee to issue Purchase Orders and/or negotiate and execute agreements with Dell Marketing LP, SHI International, CDW Government LLC, Carahsoft Technology Corp., Presidio Network Solutions, LLC, Insight Public Sector, TD Synnex Corporation, and/or their authorized resellers, under cooperative purchasing agreements for the purchase of various information technology products and services for Silicon Valley Power, for a total compensation amount not-to-exceed $12 million during a five-year purchasing period through December 31, 2030, subject to the appropriation of funds and the review and approval as to form by the City Attorney;
2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Purchase Orders and agreements and negotiate and execute amendment(s) to (1) add or delete services or equipment, (2) extend the term, (3) update rates in compliance with Section 2.105.270(c) of the City of Santa Clara Code, and (4) make de minimis changes, subject to the appropriation of funds, as necessary, and to the final review and approval as to form by the City Attorney; and
3. Approve the following FY 2025/26 budget amendments:
    a. In the Electric Utility Fund, increase the transfer to the Electric Utility Capital Fund and reduce the Unrestricted Ending Fund Balance by $7,250,000 (five affirmative Council votes required for the use of unused balances);
    b. In the Electric Utility Capital Fund, increase the transfer from the Electric Utility Fund and increase the Operations and Planning Technology project in the amount of $7,250,000 (five affirmative Council votes required to appropriate additional revenue).

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. NASPO ValuePoint Master Agreement No. 23026 with Dell Marketing L.P.
2. OMNIA Partners, Public Sector Master Agreement 2024056-01 with SHI International
3. OMNIA Partners, Public Sector Master Agreement 2024056-01 with CDW
4. OMNIA Partners, Public Sector Master Agreement 23-6692-01 with Carahsoft
5. OMNIA Partners, Public Sector Master Agreement R240303 with Carahsoft

6. Sourcewell Master Agreement #120122 with Presidio Network
7. OMNIA Partners Public Sector Master Agreement 23-6692-03 with Insight
8. Sourcewell Master Agreement #020624-SYN with TD Synnex Corporation

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ASSIGNMENT OF NASPO MASTER AGREEMENT 23004

This Assignment Agreement is by and among the State of Minnesota, acting through its Commissioner of Administration (State), Dell Inc., One Dell Way, Round Rock, TX 78682 (Original Contractor), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 (Assigned Contractor).

WHEREAS, the State has an agreement with the Original Contractor identified as Contract 23004, effective July 14, 2023, through June 30, 2025 (Contract), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, the Original Contractor wishes to assign all its interests in the Contract to the Assigned Contractor; and

WHEREAS, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Assigned Contractor is assigned Contract 23026 to accommodate participating addenda under the Master Agreement.

2. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. § 16C.05, subd. 2.

3. The State hereby approves the request of the Original Contractor to assign the Assigned Contractor all its interests, rights, and responsibilities, duties, and other provisions set forth in the Contract, which is attached and incorporated as Exhibit A, provided the Original Contractor and the Assigned Contractor agree to all provisions set forth in this Assignment Agreement.

4. Representations and Warranties:

    a. The Original Contractor represents and warrants to the State that it is not in default of any of its obligations under the Contract.

    b. The Assigned Contractor represents and warrants to the State that: (i) as of the effective date of this Assignment Agreement, the Assigned Contractor will have received sufficient information, right to technology, and key personnel sufficient to properly perform the duties, responsibilities, obligations, and all other provisions assigned to it, and (ii) the Assigned Contractor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.

    c. The representations and warranties set forth in this Section 4 are for the sole benefit of the State and its permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including the Original Contractor and the Assigned Contractor) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment Agreement.

5. The Assigned Contractor accepts assignment of all of the provisions of the Contract.

6. Any and all amounts due to the Original Contractor by a Participating Entity for goods or services provided by the Original Contractor prior to July 14, 2023, under the Contract will be paid to the Original Contractor by the Participating Entity. Any and all amounts due under the Contract on or after July 14, 2023, will be paid to the Assigned Contractor by the Participating Entity and the Original Contractor.

7. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates set in the Contract. The amount to be paid to the Assigned Contractor will not exceed the Contract's total costs, minus the

total payments made to the Original Contractor.

8. If applicable, the Assigned Contractor will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein.

9. If applicable, the Assigned Contractor will provide a copy of its Affirmative Action Certification as approved by the Minnesota Department of Human Rights.

10. If applicable, the Assigned Contractor will provide a copy of its Equal Pay Certification as approved by the Minnesota Department of Human Rights.

This Assignment Agreement is effective upon the date that the final required signatures are obtained.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. ORIGINAL CONTRACTOR

Dell Inc.

The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Christopher Alan Garcia
Signature ECE99192885E4FE...

Christopher Alan Garcia
Printed Name

Title: Asst. Corp Secretary & SVP Legal

Date: 9/7/2023

By: _____

Title: _____

Date: _____

2. ASSIGNED CONTRACTOR

Dell Marketing L.P.

The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Katherine Castillo
Signature 8DEF23302D0B4B8...

Katherine Castillo
Printed Name

Title: ParaLegal Advisor

Date: 9/7/2023

By: _____

Title: _____

Date: _____

3. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. §16C.03, Subd. 3.

By: DocuSigned by: Elizabeth M. Randa
Signature 742DE739C8ED492...

Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 9/7/2023

4. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: DocuSigned by: Andy Doran
Signature 68D02A26D7604BA...

Andy Doran
Printed Name

Title: IT Acquisitions Supervisor

Date: 9/7/2023

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EXHIBIT A: CONTRACT

Attached and incorporated into Exhibit A is the following document(s):

- NASPO Master Agreement 23004.

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NASPO ValuePoint Master Agreement No.: 23004

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("Lead State") and Dell Inc., whose designated business address is One Dell Way, Round Rock, TX 78682 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program ("NASPO ValuePoint") issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) ("Contract") with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);

2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and

4. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract**

a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.

c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

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2. **Representations and Warranties**

a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.

b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.

c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

3. **Awarded Band(s)**

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

Band 1, Personal Computer Devices – Windows Operating Systems
Band 2, Personal Computer Devices - Non-Windows Operating Systems
Band 3, Servers and Storage

4. **Configuration Dollar Limits**

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000).

ITEM	CONFIGURATION
Band One	$15,000
Band Two	$15,000
Band Three	$1,000,000
Peripherals	$10,000
Services	Addressed in the Participating Addendum

5. **Restrictions**

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.

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2. Any software purchased must be related to the procurement of equipment.

3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under Paragraph 5.a.4.

4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.

2. Service limits will be addressed by each State.

3. Wireless phone and internet service is not allowed.

4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.

2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.

2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.

2. Lease/Rentals of equipment may be allowed and will be addressed by each State.

3. Cellular Phone Equipment is not allowed.

4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

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6. **Authorized Representative**

a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
E-mail: elizabeth.randa@state.mn.us
Phone: 651.201.3122

b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Ashley Salinas, SLED Contract Program Manager.

Ashley Salinas, SLED Contract Program Manager
Dell Inc.
One Dell Way
Round Rock, TX 78682
A.Salinas@dell.com
Phone: 512.542.1237

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

7. **Notices**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. An email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

8. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions
Exhibit B: Minnesota Terms and Conditions
Exhibit C: Requirement
Exhibit D: Price Schedule
Exhibit E: Contractor Terms and Conditions

9. **Survival of Terms:**

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

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10. **Entire Agreement**

This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

1. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Katherine Castillo

Signature: DocuSigned by: Katherine Castillo 8DEF23302D0B4B8...

Title: ParaLegal Advisor Date: 7/14/2023

2. State Agency

With delegated authority

Print name: Elizabeth M. Randa

Signature: DocuSigned by: Elizabeth M. Randa 742DE739C8ED492...

Title: Acquisition Management Specialist Date: 7/14/2023

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: Andy Doran

Signature: DocuSigned by: Andy Doran 68D02A26D7604BA...

Title: IT Acquisitions Supervisor Date: 7/14/2023

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Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

1. **Conflict of Terms/Order of Precedence.**

a. Any order placed under this Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");

2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;

3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.

d. A written Master Agreement (which may include the contents of the RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

2. **Definitions.**

a. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g. mouse pad or monitor stand). For the purposes of this Contract, accessories are considered peripherals.

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c. **_____ as a Service (_aaS)** refers to any good provided in a subscription-based model that is defined in the industry as "_____ as a Service". Examples are "Software as a Service", "Infrastructure as a Service", and "Storage as a Service", and shall follow the NIST definitions of those services. ____ as a Service are permitted only when they meet the restrictions found in Paragraph 5.c, above.

d. **Band** means a category of products. There are three product bands which may be awarded through this Contract. Each product band includes related peripherals and services.

e. **Components** are the parts that make up a computer configuration.

f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

g. **Configuration** means the combination of hardware and software components that make up the total functioning system.

h. **Customer** (see Purchasing Entity).

i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this Contract.

j. **Embedded Software** means one or more software applications which permanently reside on a computing device.

k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council's website at www.greenelectronicscouncil.org. Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.

m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

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o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this Contract.

q. **Lead State** means the State centrally administering any resulting Master Agreement(s).

r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.

s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.

t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.

u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.

v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

x. **Order or Purchase Order** means any purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products.

y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

z. **Participating Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

aa. **Participating State** means a state that has executed a Participating Addendum.

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bb. **Partner** means a company, authorized by the Contractor and approved by the Participating Entity, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.

cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.

dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: https://www.naspovaluepoint.org/portfolio/57/.

ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.

hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.

ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this Contract. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.

jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

kk. **Software** means, for the purposes of this Contract, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified

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in Paragraph 5.a. "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this Contract

mm. **Storage Area Network (SAN)** is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this Contract.

oo. **Takeback Program** means the Contractor's process for accepting the return of equipment or other products at the end of the product's life.

pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.

qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of any Contractor's total sales under this Master Agreement.

rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.

ss. **Warranty** means the Manufacturer's general warranty tied to the product at the time of purchase.

tt. **Wide Area Network (WAN)** is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

3. **Term of the Master Agreement.**

a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. **Amendments.**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

5. **Participants and Scope.**

a. Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador,

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Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement. Canadian Participation. Subject to the approval of the Contractor, any Canadian provincial government or provincially funded entity in Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Northwest Territories, Nunavut, Yukon, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.

f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

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h. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. **Individual Customers.**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

7. **Independent Contractor.**

The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

8. **Contracting Personnel.**

Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

9. **Changes in Contractor Representation.**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

10. **Contractor Verification.**

The Contractor is responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contractor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract. Participating Entities will have final determination/approval if a Partner may be approved for that state in the role identified by the Contractor.

11. **Contractor Performance Meeting.**

An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State's discretion.

All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

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12. **Laws and Regulations.**
Any and all Products offered and furnished shall comply fully with all applicable Federal, State, and local laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement.

13. **Price and Rate Guarantee Period.**
All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

14. **Premium Savings Package Program.**
The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Paragraph 2.ee of Exhibit A. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

15. **Services.**
Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

16. **Ordering.**

a. Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1. The service description or supplies being delivered;

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2. The place and requested time of delivery;

3. A billing address;

4. The name, phone number, and address of the Purchasing Entity representative;

5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;

6. A ceiling amount of the order for services being ordered;

7. The Master Agreement identifier; and

8. Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

17. **Trade-In.**

Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

18. **Shipping and Delivery.**

a. The prices are the delivered price to any Purchasing Entity for standard 3-5 day shipping. If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

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b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and other information sufficient for the Purchasing Entity to properly identify the shipment as outlined in the Participating Addendum of the Purchasing Entity.

19. **Inspection and Acceptance.**

a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. Acceptance. Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. Failure to reject upon receipt, however, does not relieve the Contractor of liability for latent or hidden material defects. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. The warranty period shall begin upon Acceptance. If the parties agree to acceptance testing, the terms of subsection (c), below, apply.

c. Acceptance Testing. The Purchasing Entity and the Contractor shall determine if Acceptance Testing is applicable and required for the purchase. "Acceptance Testing" means the process for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity.

1. The Acceptance Testing period shall be thirty (30) calendar days starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

2. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. The warranty period shall begin upon Acceptance.

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d. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

20. **Title of Product.**

a. Definitions. For purposes of this section, the following terms are defined as follows:

1. “Deliverables” means any reports, analyses, scripts, code, or other work results that Contractor delivers to Purchasing Entity within the framework of fulfilling Contractor’s obligations to Purchasing Entity.

2. "Equipment” means Contractor-branded hardware products.

3. “Proprietary Rights” means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights of a party.

b. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Equipment free and clear of all liens, encumbrances, or other security interests. Purchasing Entity’s rights to use the software delivered by Contractor are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the “EULA”) shall apply. Contractor’s EULA must be made available to Purchasing Entities for review prior to negotiating a Participating Addendum or the issuance of an Order and shall meet or exceed the terms set forth in this Master Agreement. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

c. Contractor grants Purchasing Entity a non-exclusive, non-transferable, irrevocable license to use (without the right to sublicense) the Deliverables provided by Contractor for Purchasing Entity’s internal business and governmental purposes, only and solely in accordance with the applicable service specification and subject to this Master Agreement. The grant of this license is subject to Purchasing Entity’s compliance with the terms of this Master Agreement and Purchasing Entity’s payment of applicable amounts due. Such license shall be perpetual unless granted pursuant to the purchase of a subscription, in which case the license shall be for the term of the subscription. Purchasing Entity may authorize its service providers to use the Deliverables, but solely on Purchasing Entity’s behalf, solely for Purchasing Entity’s internal business or governmental purposes, and Purchasing Entity shall be responsible for service provider’s compliance with these restrictions. This section shall not affect a Purchasing Entity’s right to transfer ownership of a product, and transfer, if permitted by Contractor or its licensors, licenses associated with such product, to another individual or entity as part of the Purchasing Entity’s surplus program or sale of used products to employees or former employees.

d. Contractor reserves for itself all Proprietary Rights that it has not expressly granted to Purchasing Entity herein. The license granted in this clause 20(c) does not apply to: (i) Equipment; (ii) Contractor-branded generally available software; or (ii) items licensed or otherwise provided under a separate agreement. Contractor is not limited in developing, using, or marketing services or products that are similar to the Deliverables or Professional Services provided hereunder, any service, specification, or, subject to Contractor’s confidentiality obligations to Purchasing Entity, in using the Deliverables or performing similar Professional Services for any other projects. Notwithstanding the previous, Contractor’s use of Deliverables created specifically for and paid for by a Purchasing Entity is subject to Purchasing Entity approval.

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e. Any and all licensing, maintenance, cloud services, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entity's applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance, cloud services agreements, or order specific agreements may be further negotiated by the Contractor or, if applicable, the Licensor, and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

f. If (i) Contractor is or becomes aware of any infringement claim made against a third-party branded product offered by Contractor through this Master Agreement, (ii) the third-party branded product is determined to infringe upon the intellectual property rights of another third party, and (iii) such infringement is not remedied by the third party so that the product is no longer infringing, Contractor shall immediately cease offering the product under this Master Agreement and notify the Lead State, NASPO, Participating Entities, and purchasers of the product.

21. **Warranty.**
The Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

22. **System Failure or Damage.**
In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

23. **Payment.**
Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

24. **Leasing or Alternative Financing Methods.**
Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of the RFP evaluation process.

25. **Contract Provisions for Orders Utilizing Federal Funds.**
Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be

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proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

26. **Self Audit.**
The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

27. **Assignment/Subcontracts.**

a. Contractor shall not assign, sell or otherwise transfer all or any part of this Master Agreement without prior written consent from the Lead State, such consent not to be unreasonably withheld.

b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

28. **Insurance.**

a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers legally authorized to conduct business in the Lead State and in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor will use reasonable efforts to give thirty (30) days prior written notice to State prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that Contractor shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, Contractor obtains coverage from different insurer(s) meeting the requirements described herein.

d. Prior to commencement of performance, Contractor shall provide to the Participating Entity a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as an additional insured, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights

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and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. During the term of this Master Agreement, Contractor shall upon request provide to the Lead State and Participating Entities evidence of coverage that meets the requirements of this Section and the applicable Participating Addendum. Failure to provide evidence of coverage, within thirty (30) calendar days of receipt of request may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. **Administrative Fees.**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.

b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

30. **NASPO ValuePoint Reports**

a. Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

b. Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

c. Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details.

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Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

d. Sales Data Crosswalks. Reserved.

e. Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

31. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating Entity.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A or to terminate for default pursuant to Paragraph 44 of Exhibit A.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative

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purchasing program facilitating public procurement solicitations and agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

32. **Right to Publish.**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

33. **Records Administration and Audit.**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

34. **Indemnification**

a. General Indemnity. Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any claims or causes of action, including attorney's fees, to the extent arising from Contractor's intentional, willful, or negligent acts or omissions; actions that give rise to strict liability; and actions arising from breach of contract or warranty.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

b. Intellectual Property Indemnification.

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1. In the event of any such claim by any third party against the Indemnified Party that Products, Software, Services or Deliverables prepared, produced, or branded by Contractor and delivered pursuant to this Master Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("Indemnified Claims"), the Indemnified Party shall promptly notify the Contractor. The Contractor, at its own expense, shall indemnify, defend to the extent permitted by the Indemnified Party's laws, and hold harmless the Indemnified Party against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Indemnified Party.

2. If Contractor receives prompt notice of such a claim that in the Contractor's opinion is likely to result in an adverse ruling, the Contractor shall at its option (1) obtain a right for the Indemnified Party to continue using such Products, Deliverables, or Software or allow Contractor to continue performing the Services; (2) modify such Products, Software, Services, or Deliverables to make them non-infringing without materially affecting their utility or functionality; (3) replace such Products, Software, Services, or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables, or Software.

3. Notwithstanding the foregoing, Contractor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services, or Deliverables that were not performed by, on behalf of, or at the direction of Contractor; (2) the combination, operation, or use of the Products, Software, Services, or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contractor's compliance with Indemnified Party's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Indemnified Party. Contractor's duty to indemnify and defend under this Section is contingent upon: (a) Contractor receiving prompt written notice of the third-party claim or action for which Contractor must indemnify Indemnified Party, (b) Contractor having the right to solely control the defense and resolution of such claim or action, unless the Indemnified Party's law requires approval for a third party to defend the Indemnified Party and such approval is not received, and (c) Indemnified Party's cooperation with Contractor in defending and resolving such claim or action. This Section states Indemnified Party's exclusive remedies for any third-party intellectual property claim or action and nothing in this Master Agreement or elsewhere will obligate Contractor to provide any greater indemnity to Indemnified Party.

35. **Limitations of Liability**

a. The Parties agree that neither Contractor nor the indemnified party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death; an unauthorized release or breach of not public data as set forth more fully in Minn. Ch. 13; or a claim or demand based on patent, copyright, or other intellectual property infringement.

b. Contractor's liability is limited to 2 times the amount paid by Purchasing Entity to Contractor during the 12 months preceding the date of the dispute concerning any products and services, or $5,000,000, whichever is greater. This limit on liability does not apply to claims for bodily injury or death or for intellectual property infringement.

c. Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1. provided by the Contractor or the Contractor's subsidiaries or affiliates;

2. specified by the Contractor to work with the Product; or

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3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

4. It would be reasonably expected to use the Product in combination with such product, system or method.

36. **License of Pre-Existing Intellectual Property.**
Intentionally deleted.

37. **Assignment of Antitrust Rights.**
Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

38. **Debarment.**
The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. **Governing Law and Venue.**

a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

40. **Confidentiality, Non-Disclosure, and Injunctive Relief.**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

1. Any and all information of any form that is marked as confidential by one party (the "originating party") and is or would by its nature be deemed confidential obtained by the other party or its employees or agents (the "receiving party") in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of the originating party ("Confidential Information").

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2. Any reports or other documents or items (including software) that result from the use of the Confidential Information by the receiving party shall be treated in the same manner as the Confidential Information.

3. Confidential Information does not include information that (1) is or becomes (other than by disclosure by the receiving party) publicly known; (2) is furnished by the originating party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than the originating party without the obligation of confidentiality, (5) is disclosed with the written consent of the originating party or; (6) is independently developed by employees, agents or subcontractors of the receiving party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. The receiving party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

1. Each party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

2. Without limiting the generality of the foregoing, the receiving party shall advise the originating party, and the applicable Participating Entity, and the Lead State if the originating party is a Purchasing Entity, and the Lead State if the originating party is a Participating Entity, immediately if the receiving party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and the receiving party shall at its expense cooperate with advise the originating party in seeking injunctive or other equitable relief in the name of either party against any such person.

3. Except as directed by the originating party, the receiving party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the originating party's request, the receiving party shall turn over to the originating party all documents, papers, and other matter in the receiving party's possession that embody Confidential Information.

4. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement, and Purchasing Entity may retain Confidential Information to the extent and for the duration required by applicable law.

c. Injunctive Relief. Each party acknowledges that the other party's breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to originating party that is inadequately compensable in damages. Accordingly, the originating party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item

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descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Paragraph 33 of Exhibit A. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

41. **Public Information.**
This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

42. **Cancellation.**
Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Paragraph 44 of Exhibit A.

43. **Force Majeure.**
Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

44. **Defaults and Remedies.**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

1. Nonperformance of contractual requirements; or

2. A material breach of this Master Agreement; or

3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or

4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

5. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.

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c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1. Exercise any remedy provided by law; and
2. Terminate this Master Agreement and any related contracts or portions thereof; and
3. Impose liquidated damages as provided in this Master Agreement; and
4. Suspend Contractor from being able to respond to future bid solicitations; and
5. Suspend Contractor's performance; and
6. Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

45. **Waiver of Breach.**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

46. **Notices.**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile or electronic transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Elizabeth Randa, Acquisition Management Specialist
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
elizabeth.randa@state.mn.us

47. **No Waiver of Sovereign Immunity.**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense

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or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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Exhibit B: Minnesota Terms and Conditions

1. **Change Requests.**

The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outlined in Paragraph 2 of Exhibit B. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

2. **Product and Service Schedule (PSS).**

a. Creating the Product and Service Schedule (PSS). Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

b. Maintaining the PSS.

1. In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.

2. Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).

a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.

b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.

c) Contractor must maintain a historic record of all past PSSs on their dedicated NASPO ValuePoint website.

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d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

3. **Purchase Orders.**
There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

4. **Risk of Loss or Damage.**
The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

5. **Payment Card Industry Data Security Standard and Cardholder Information Security.**
Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

6. **Foreign Outsourcing of Work.**
Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

7. **State Audits (Minn. Stat. § 16C.05, subd. 5).**
The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

8. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**
If the value of this Contract, including all extensions, is $50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

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9. **Human Rights/Affirmative Action.**

The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400 5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552 5000.3559.

c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by

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the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

10. **Equal Pay Certification.**

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

11. **Americans with Disabilities Act (ADA).**

Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

12. **Nonvisual Access Standards.**

Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

13. **Accessibility Standards.**

Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to

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develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

14. **Conflict Minerals.**
Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502).

See: http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838
http://www.sec.gov/news/press/2012/2012-163.htm

15. **Hazardous Substances.**
To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **Copyrighted Material Waiver.**
The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

17. **Publicity.**
The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. **Performance While Dispute is Pending.**
Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

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19. **Organizational Conflicts of Interest.**
An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or

c. the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Lead State's Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the Master Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the Lead State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

20. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21. **Government Data Practices.**

The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the Lead State. The Lead State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the Lead State.

The Contractor agrees to indemnify, save, and hold the Lead State, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota

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Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Master Agreement, the Contractor shall retain responsibility under the terms of this article for such work.

22. **Survivability.**
Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees.

23. **Severability.**
If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

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Exhibit C: Requirements

1. **Contractor Verification.**

Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. "Re-branding" a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor's Master Agreement.

2. **Warranty and Maintenance.**

Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

3. **Website.**

Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor's Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

a. Mandatory Specifications:

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Paragraph 5.
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

b. Desirable Specifications:

- Purchase order tracking
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)
- List of approved partners, if applicable

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

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4. **Environmental Certifications.**
Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

5. **EPEAT Registration.**
Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

6. **Third-Party Products.**
Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

7. **Partner Utilization.**
If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Participating Entities have the option of utilizing partners. Contractor must provide a Participating Entity a copy of its plan for partner utilization upon request. Contractor must make available a list of approved partners for each Participating Entity. Participating Entities must approve specific Partners as outlined within the relevant Participating Addendum, and only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

8. **2019 National Defense Authorization Act, Section 889(f)(3).**
Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US state are

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not subject to this act, there is increasing concern for the security of state data. Contractor certifies for the term of this Master Agreement that it is not subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and that Contractor's Products do not contain, include, or utilize components or services supplied by any entity subject to the same. Contractor also certifies that its Products do not contain, include, or utilize any covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

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Exhibit D: Pricing Schedule

Attached and incorporated into this Master Agreement as Exhibit D is the Price Schedule.

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Exhibit D: Price Schedule

NASPO ValuePoint Computer Equipment (2023-2028)
CONTROL SET

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Awarded Bands:

x Band 1: Personal Computing Devices (Windows)
x Band 2: Personal Computing Devices (Non-Windows)
x Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	18.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.5%
2	2B	Band 2 - Minimum Discount	18.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.5%
3	3B	Band 3 - Minimum Discount	18.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.5%
	S-1	Standalone Services	4.0%
	S-2	Warranty Services	4.0%
	S-3	Training and Other Professional Services	4.0%

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Exhibit D: Price Schedule

Discount Structure

Master Agreement: 23004
Contractor Name: Dell Marketing, LP
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
1	**1B**	**Band 1 - Minimum Discount**	**18.0%**
1	1B-1	Desktops - Alienware, Inspiron, Vostro, XPS	0.5%
1	1B-2	Notebooks - Alienware, Inspiron, Vostro, XPS	2.5%
1	1B-3	Projectors/Monitors/Other Electronics	2.5%
1	1B-4	Displays	2.5%
1	1B-5	Imaging	2.5%
1	1B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
1	1B-7	Spare Parts related to Band 1	0.5%
1	1B-8	Customer Kits	15.0%
1	1B-9	Ready to Ship configurations	4.0%
1	**1T**	**Band 1 - Third Party Product Minimum Discount**	**5.5%**
1	1T-1	Selected Third Party - Software and Peripherals	0.5%

Band 2: Personal Computer Equipment (Non-Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
2	**2B**	**Band 2 - Minimum Discount**	**18.0%**
2	2B-1	Commercial Chromebooks	15.0%
2	2B-2	Consumer Chromebooks	15.0%
2	2B-3	Projectors/Monitors/Other Electronics	2.5%
2	2B-4	Displays	2.5%
2	2B-5	Imaging	2.5%
2	2B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
2	2B-7	Spare Parts related to Band 2	0.5%
2	2B-8	Customer Kits	15.0%
2	2B-9	Ready to Ship configurations	4.0%
2	**2T**	**Band 2 - Third Party Product Minimum Discount**	**5.5%**
2	2T-1	Selected Third Party - Software and Peripherals (Non-discountable)	0.5%

Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
3	**3B**	**Band 3 - Minimum Discount**	**18.0%**
3	3B-1	Spare Parts related to Band 3	0.5%
3	3B-2	Customer Kits	15.0%
3	**3T**	**Band 3 - Third Party Product Minimum Discount**	**5.5%**
3	3T-1	Selected Third Party - Software and Peripherals	0.5%

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Exhibit D: Price Schedule

Volume-Based Discounts

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Bands 1 & 2

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
$100,000.00	$199,999.99	1.0%
$200,000.00	$399,999.99	2.0%
$400,000.00	$599,999.99	4.0%
$600,000.00	$999,999.99	6.0%
$1,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Threshold	Discount Level
Up to 2B	0.0%
$2B to $4B	1.0%
$4B to $6B	2.0%
$6B to $8B	3.0%
$8B to $10B	4.0%
Greater than $10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

3. Other Discount(s)

none

Band 3

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
$250,000.00	$499,999.99	1.0%
$500,000.00	$999,999.99	2.0%
$1,000,000.00	$1,499,999.99	4.0%
$1,500,000.00	$1,999,999.99	6.0%
$2,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

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Exhibit D: Price Schedule

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Column1	Discount Level
Up to 2B	0.0%
$2B to $4B	1.0%
$4B to $6B	2.0%
$6B to $8B	3.0%
$8B to $10B	4.0%
Greater than $10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

3. Other Discount(s)

Additional discount(s) available.

none

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Exhibit D: Price Schedule

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Each Purchasing Entity will determine if and how services will be offered in the Participating

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	**Description of Service**	**Percent Discount**
S-1	Standalone Services	4.0%
S-2	Warranty Services	4.0%
S-3	Training and Other Professional Services	4.0%

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Exhibit D: Price Schedule

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

Optional: Lease Rates

Dell Financial Services (DFS') payment solutions offer flexible end-of term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annually.

DFS payment solution rates are adjusted quarterly in accordance with a formula based on fluctuations in treasury notes. Our rates are a function of several factors including estimates of future residual values, prevailing interest rates, borrowing costs, general and administrative expenses, and solution structure. Once a payment schedule has commenced, the rate remains constant for the term of the schedule.

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Exhibit D: Price Schedule

Prompt Payment Discount

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
	Other (specify):	

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Exhibit E: Contractor Terms and Conditions

Attached by reference as Exhibit E are the following Contractor document(s):

- **Software Licenses.** Customer's rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

- **Dell Return Policy.** Customer may return Products to Supplier pursuant to the return policy at www.dell.com/returnspolicy.

- **Equipment Warranty.** Unless provided otherwise in a Schedule, additional terms governing the limited warranties for Equipment are found at https://www.dell.com/learn/us/en/uscorp1/terms-of-sale-commercial-and-public-sector-warranties?c=us&l=en&s=corp or in the applicable documentation or Product Notice for the specific Equipment.

- **Product- and Service-Specific Terms.** Scope and details of Services and Product-specific terms are specified in the applicable standard service description that is attached to or referred in a Schedule or Quote, or is made available through the then-current Supplier website for product- or service-specific terms, currently located at www.dell.com/offeringspecificterms. Such standard descriptions are from time to time referred to as "Service Description(s)", "Product Notices" or "Service Briefs." The version of the applicable document that is effective as of the date of the applicable Quote, shall be deemed incorporated into the Order. Scope and details of customized Professional Services not covered by such a standard description shall be documented in a mutually agreed Statement of Work ("SOW").

These Contractor terms and conditions are being provided for **informational purposes only**. They are intended to be negotiated by Contractor and a Participating Entity as part of a Participating Addendum, or by Contractor and a Purchasing Entity as part of an Order, and shall apply only as agreed to in writing by the parties. Unless such terms are expressly accepted in writing, terms in the following document(s) that derogate the application to a Purchasing Entity of a corresponding term in this Master Agreement or applicable Participating Addendum shall be deemed void.

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Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp., 290 Davidson Ave., Somerset, NJ 08873 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third-party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under of a Statement of Work. "Statement of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services to be provided, the associated schedule and price, and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier warrants the Services are free from material defects for ninety (90) days commencing with final acceptance of Services unless otherwise specified in a SOW (the "Warrant Period"). WARRANTY. Participating Entity agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THIS DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

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3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with the Supplier's Return Policy, which can be found at www.SHI.com/ReturnPolicy. Participating Entities reserve the right to inspect the Equipment and Products within 3 business days time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Partcipating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity subject to the Supplier's Return Policy.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Participating Entities may be required to sign a separate agreement, rider, Ender User License Agreement ("EULA"), or Service Level Agreement as required by manufacturers to acknowledge terms of use for specific products and/or services. The Supplier will not become a party to terms between the manufacturer and the purchasing Participating Entity or end user of such products or services.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

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agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

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- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract upon thirty (30) days' advance notice to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of the Supplier's negligence, willful misconduct, or violation of law, in the course of their performance of this Contract by the supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

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such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

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17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate Contract as stated herein.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*
Workers’ Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:

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$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

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6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

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1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

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hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and

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disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

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liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 3/20/2024 | 10:15 AM CDT

SHI International Corp.

By: DocuSigned by: Kristina Mann EA418E789F09404...

Kristina Mann

Title: Sr. Manager Contracts

Date: 3/20/2024 | 11:14 AM EDT

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RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name:	SHI International Corp.
Does your company conduct business under any other name? If yes, please state:	New Jersey
Address:	290 Davidson Ave. Somerset, New Jersey 08873
Contact:	Tory Pubylski
Email:	victoria_pubylski@shi.com
Phone:	512-983-6502
Fax:	512-983-6502
HST#:	22-3009648

Submission Details

Created On:	Tuesday October 31, 2023 09:50:21
Submitted On:	Tuesday December 19, 2023 15:26:51
Submitted By:	Tory Pubylski
Email:	victoria_pubylski@shi.com
Transaction #:	bca2ca3b-8372-44f0-8925-989cf0fc15f1
Submitter's IP Address:	161.69.54.14

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	SHI International Corp.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	SHI Canada ULC is a subsidiary. SHI Government Solutions is not a subsidiary but is affiliated through common ownership and will be an authorized reseller, if awarded, on the contract.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HTF0	*
5	Proposer Physical Address:	290 Davidson Ave. Somerset, NJ 08873	*
6	Proposer website address (or addresses):	www.shi.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Maya Lynch Proposal Specialist 290 Davidson Ave. Somerset, NJ 08873 Maya_Lynch@shi.com 732-754-1554 Kristina Mann Sr. Manager Contracts 290 Davidson Ave. Somerset, NJ 08873 Kristina_Mann@shi.com 732-564-8536	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Victoria Pubylski Capture and Business Development Manager 290 Davidson Ave. Somerset, NJ 08873 Victoria_Pubylski@shi.com 512-983-6502	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aimee Ballenger Sr. Director Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Aimee_Ballenger@shi.com 678-708-3906 Amelia Jakubczyk Director of SLED Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Amelia_Jakubczyk@shi.com 303-882-8012	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	SHI International Corp (SHI) started as a regional, software-only reseller in 1989. Co-founder Thai Lee has served as SHI's only President and CEO. Under her leadership, SHI has organically grown into one of the largest, privately held, global technology solutions providers in the world—while maintaining the agility and friendliness of a small business. Headquartered in Somerset, NJ, SHI is the largest woman and minority owned business in the United States with major operations centers in Austin, TX, Milton Keynes, UK, and a growing local presence around the world. SHI employs more than 6,000 employees split into strategic business units who uphold SHI's mission statement: "We are passionate about delivering exceptional value and experience as we help customers select, deploy, and manage technology." SHI's sales teams are allocated to support International, Global, Strategic, Commercial, Enterprise and Public Sector. Today, over 17,000 corporate, enterprise, government, and academic organizations rely on SHI to support their transformation, collaboration, security, and optimization needs. Few companies experience the longevity SHI has experienced. In fact, SHI's first customer is still with us today. From the beginning, SHI has focused on innovation, expanding our technology offerings, and professional services. Starting solely as a software reseller, SHI now offers full IT solutions, ranging from software and hardware to cloud migration and strategic planning. SHI has always brought leading edge technology to our customers: from bringing drop-shipping innovation to the IT channel in 1991 to delivering high-value consulting and professional services to help organizations achieve business agility. We work closely with the top manufacturers and participate in several advisory boards to ensure we are aware of new technologies and shifts in technology and that we are transferring that knowledge not only to our customers but also using it to influence how we run our business. There is a lot to consider when seeking a partner who can help address Sourcewell members' various technology needs. Ability and experience are vital elements in your decision, but you also want a company built on solid principles and values. That is why our business philosophy focuses on one key concept: Being helpful. * It is an easy claim to make, but at SHI, being helpful goes beyond a simple marketing strategy—it is a core consideration in everything we do. We continuously look for opportunities beyond the contract, including: • Coordinated expertise and insight to help you find success • Value-added support that exceeds established obligations • Targeted assistance addressing inefficiencies and obstacles, so you can focus on critical priorities To further demonstrate our commitment, we look toward SHI's core values, which drive our operations and promote a healthy, helpful business culture. We have listed our 10 core values below. With dedication to these values, as well as SHI's focus on remaining uniquely helpful, we can deliver on the trust you place in us. SHI Core Values: • Build a culture of diversity, equality, and inclusion • Be accountable and act with integrity • Seek understanding to support sincerely • Embrace change, collaborate and innovate • Show initiative and execute efficiently • Be resourceful and cost conscious • Adapt, persevere and succeed • Learn, grow and teach • Strive for wellness to achieve balance • Be bold, be fun, behave and be you Our goal is to foster a long-term, mutually beneficial relationships with our customers and partners, and we are committed to a collaborative process that is customer centered so that your members can make their IT solution purchases confidently. Through providing Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement, we believe SHI is the ideal partner to support Sourcewell's contract requirements.
11	What are your company's expectations in the event of an award?	SHI is excited to continue our collaboration with Sourcewell and its members! We have had tremendous success growing the value of our first awarded contract and will continue our commitment to expanding the use of this contract, supporting Sourcewell's existing members and educating eligible contract users. Throughout our current contract, Sourcewell has been supported by a dedicated account management structure that has provided both Sourcewell and its members

with a supportive team of individuals, including dedicated Capture and Business Development Manager, Victoria Pubylski, Field Account Executives, Inside Account Executives, and sales leadership, as well as expert support from our technology specialists. Our dedicated sales teams are well-informed on how to use the Sourcewell contract and will continue to promote this contract to ensure both the Sourcewell Cooperative and its members benefit from our relationship.

Given that we are already familiar with Sourcewell and your members we expect there to be a seamless transition to a new awarded contract. We will maintain and grow our successful partnership with Sourcewell, beginning with our immediate actions upon award which include:

1. Supporting and advocating our Sourcewell partnership. Each team member from every Public Sector vertical supports our partnership with Sourcewell and will continue to advocate for the contract with passion and vigor. Our public sector sales force has successfully grown our Sourcewell contract year over year since our initial award in 2019, including an incredible 100 percent growth in the second full year of our contract. Given our position in the public sector market, our expanding sales force, and our passion for advocating the benefits of the Sourcewell contract to new customers, we are confident that we can continue to amplify Sourcewell's reach in terms of the number of distinct members who use this contract and revenue achieved.

2. Develop additional marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Capture and Business Development Team, dedicated to the Public Sector Business Unit at SHI, to notify existing customers and continue to prospect new customers to detail our partnership.

3. Provide training and updates to our entire Public Sector sales and sales support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its members.

4. Connect with current Sourcewell members and listen to members' needs and feedback. Our check-in will ensure that each member's dedicated Account Team is familiar with and accessible to them, in addition to educating members on our value. We will work with each member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like).

5. Finally, we will create a dedicated Sourcewell online catalog that displays the contracted pricing and contract page on our website that will include the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, and a link to Sourcewell's website.

We recognize why cooperative contract usage is rising and realize the value of having strategic partners in this space. SHI distinguishes itself from comparable organizations by choosing to partner closely with a select number of cooperative partners, ensuring we offer proactive support rather than stretching ourselves across countless partnerships. To bolster support for our larger contract users, and sales organization, we have established a Capture and Strategy team. This team is tasked with educating our customers and sales team about our available contracts and serving as a primary resource for significant contract holders like Sourcewell.

Your dedicated SHI Capture and Business Development Manager will regularly meet with the assigned Sourcewell Supplier Development Administrator to ensure contract success for both SHI and all Sourcewell customers. These meetings will include updates or changes impacting the contract, a review of contract highlights (like spending, new customers, and new vendors), discussion of any contract concerns, identification of areas for improvement, and sharing our strategies for promoting the contract. We aim to maintain open lines of communication throughout.

Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership and sales teams directly to execute these steps.

Primary contacts for Sourcewell include:

1. Tory Pubylski
Capture & Business Development Manager
Victoria_Pubylski@shi.com

2. Amelia Jakubczyk
Director SLED Contract Capture and Development
Amelia_Jakubczyk@shi.com

		3. Aimee Ballenger Senior Director of Contract Capture and Development Aimee_Ballenger@shi.com If chosen to partner with Sourcewell, we'll bring fresh and innovative perspectives to your members and anticipate a seamless transition. We pledge to provide personal support for Sourcewell and your members, with devoted Capture and Strategy team members, taking the lead. We will remain flexible and agile in our approach to optimize Sourcewell members' contract user experience.	
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 6,000 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain more than 30 global offices in North America, EMEA, and APAC. In addition to our global offices, our properties include an integration center, solution lab, and executive briefing center, which are located at our headquarters in New Jersey. In 2022, SHI reached $14 billion in revenue and set the stage for continued exponential growth. This growth stems from a laser focus on customer service, dedicated and tenured leadership, committed AEs (who live and work in the communities they serve), and a broad spectrum of customers and partners. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with our values and needs. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. We have also made significant investments in hiring more resources—the people with whom Sourcewell engages. Our financial strength and stability are predicated on our staunch affiliations within our communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth Financial Stability: • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials • Low overhead structure SHI's Dun & Bradstreet number is 61-142-9481 and we have a 5A3 rating. A copy of our most recent report is attached to this proposal. Additional details may be provided upon request.	*
13	What is your US market share for the solutions that you are proposing?	We offer our complete catalog of products and services to our customers. Providing a vendor-neutral approach to help customers find the right technology that meets every requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, cloud, and other products and services. Based on the most recent data on the US IT budget, SHI's share is approximately 2.5% of the overall market. SHI Overall Product Mix • 60% would be considered software, subscriptions, and cloud-based sales. • 40% would be considered hardware, peripherals and accessories, including devices, servers, storage, and, networking. Market Share Indicators for Software SHI is considered the leading reseller partner for many top software publishers such as Microsoft, Adobe, and Trellix (McAfee). Estimating our revenue with these partners, as representative of their partner sales, we would put our share at approximately 20-25%. This would not include sales these software publishers conduct directly with the end customer. Market Share Indicators for Hardware Original Equipment Manufacturer (OEM) direct sales to the end customer typically represent a larger percentage of the business. As a result, our overall market share is lower, but SHI is one of the largest hardware resellers in North America.	*
14	What is your Canadian market share for the solutions that you are proposing?	The Canadian IT addressable market for resellers is approximately $100 billion. The largest partner in Canada owns 1%; SHI's share of the market is 0.25%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 34-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is an Information Technology Value-Added Reseller (VAR), which offers a complete solution to information technology by providing multi-vendor hardware and software along with other vital services. SHI has vast experience and established vendor partnerships that enable it to bring excellent value to Sourcewell and its members. With a diverse partner ecosystem that supports over 15,000 unique publishers and manufacturers, all the leading manufacturers include SHI as an authorized partner. SHI is authorized to sell hundreds to thousands of brands and products in the scope of this contract. We have included a sample list of authorizations in response to question number 81, and specific OEM or software publisher authorizations can be provided upon request. Our endeavors naturally resonate with Sourcewell's mission of serving as a 'force multiplier' for its members. This synchronicity is not merely coincidental but a testament to our shared values and common goals. Our expansive network of manufacturer relationships is a direct testament to this alignment. Yet, we understand to truly amplify our impact, we must cater to a diverse range of needs which is why we have forged partnerships with a considerable number of smaller distribution partners in addition to our long-term relationships with the larger distributors. This strategic approach not only diversifies our product and service offerings but also exponentially increases our capacity to deliver value. SHI has been dedicated to the Public Sector business for the last twenty years, creating solutions that are tailored to the specific needs of State, Local, and Education customers across North America. Therefore, Sourcewell can feel confident that its members will benefit from SHI's collaboration with each Sourcewell member to deliver solutions that are specific to their unique needs. SHI does not have a dealer network. All business will be supported directly through SHI's sales force in the U.S, SHI Canada in the north, SHI Government Solutions in the State of Texas. *
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the scope of this Sourcewell contract. Our teams stay current with licenses and certifications; in most cases, we have the highest available certifications. We have included a representative sample of manufacturers and the number of certifications held, and specific certification details for individual publishers can be provided upon request. Acronis – 5 Certifications Adobe – 7 Certifications AirWatch – 2 Certifications APC - 12 Certifications Apple - 17 Certifications Arbor - 4 Certifications Aruba - 3 Certifications Avaya - 12 Certifications Blue Coast Systems - 3 Certifications Bluebeam – 7 Certifications Bomgar – 3 Certifications Business Objects – 11 Certifications CA – 34 Certifications Check Point – 12 Certifications Cisco – 44 Certifications Citrix – 88 Certifications Commvault – 67 Certifications Compellent – 5 Certifications CompTIA – 35 Certifications CradlePoint – 2 Certifications DataCore – 1 Certifications Dell/EMC – 136 Certifications D-Link- 4 Certifications Domino – 1 Certifications Emulex – 1 Certifications ESET – 3 Certifications Exin – 2 Certifications F5 – 8 Certifications HDS (Hitachi Data Systems) – 4 Certifications HP – 201 Certifications HPE – 327 Certifications IBM – 174 Certifications IBM hardware – 11 Certifications Imation/Nexsan – 4 Certifications ISC2 – 10 Certifications ITIL – 5 Certifications *

		Ixia – 3 Certifications Juniper – 28 Certifications Ivanti - 10 Certifications Lenovo - 26 Certifications LogRhythm - 3 Certifications Mellanox - 2 Certifications Metastorm - 1 Certification Microsoft - 1090 Certifications Motorola - 8 Certifications NetApp - 26 Certifications NetIQ - 6 Certifications Nimble - 7 Certifications Novell - 11 Certifications Nutanix - 7 Certifications Oracle - 340 Certifications Other - 30 Certifications Polycom - 14 Certifications ProCurve - 6 Certifications Proofpoint - 3 Certifications Pure - 5 Certifications Qlogic - 5 Certifications Quantum - 2 Certifications Quest Software - 1 Certification Red Hat - 18 Certifications RSA - 33 Certifications SANS.ORG - 1 Certification ScriptLogic - 2 Certifications Security Horizon - 2 Certifications SimpliVity - 5 Certifications Sonicwall - 2 Certifications Splunk - 6 Certifications Sun Microsystems - 65 Certifications Symantec - 142 Certifications Tegile - 2 Certifications Trellix- 92 Certifications Trend Micro 5 Certifications Veeam 10 Certifications Vision Solutions 1 Certification VMware 30 Certifications Watchguard 1 Certification Websense 18 Certifications For additional certifications, please see the Technical Certifications document in the response portal.	
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	To the best of our knowledge, SHI has not been suspended or disbarred on any contracts like what is being requested by Sourcewell.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	SHI is committed to providing world-class support to our clients. Awards and accolades validate the next-level partnership SHI brings to our clients in hardware, software, and services. Our partners, vendors, and clients have generously recognized SHI for its exceptional quality, service, and partnerships. SHI has been recognized as a top partner by OEMs such as Cisco, Dell, HP, Intel, and Microsoft, and as a leader in the industry by organizations such as CRN. Focusing on the employee experience, SHI is a top employer named by such organizations as Forbes and Austin American-Statesman. Our ESG efforts to assist customers in achieving their diversity and sustainability goals have earned awards from customers such as Verizon and Cushman & Wakefield and partners such as HP and Ingram Micro. For additional information about our awards and accolades, please visit SHI.com. 2023 Awards • Cohesity Global Cloud Services Partner of the Year • Forbes' America's Best Midsize Employers • HP US Personal Systems NSP of the Year • NetApp Cloud Partner of the Year • Oracle LAR of the Year, North America, Oracle Linux & Virtualization • SolarWinds North America Transform Partner of the Year	

- SolarWinds North America Breakthrough Award
- SolarWinds North America Excellence in Customer Retention
- SolarWinds North America Excellence in Subscription Sales
- Tenable Information & Systems Management Partner of the Year Awards
- Tenable North America - Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Veritas Top Growth National Business Partner
- VMware Partner Value Award for the Americas Region

2022 Awards
- Austin American-Statesman Top Workplaces
- BeF5 Partner of the Year
- Cisco Americas Security Partner of the Year
- Cisco Security Partner of the Year
- Citrix Partner of the Year – Large Account Provider
- CRN Tech Elite 250
- Cushman & Wakefield – Diverse Vendor of the Year
- EcoVadis Bronze Medal
- Fortinet North American Partner of the Year Award
- Fortinet Partner of the Year
- GoTo Resolve Pro
- Ingram ITAD Partner of the Year
- Juniper Partner of the Year - Americas Theater Overall
- Kong Americas Regional Partner of the Year
- Microsoft Surface Solutions Award
- Palo Alto Networks SASE Partner of the Year
- Pure Storage Americas Most New Customers Partner of the Year
- Rapid 7 North America Cloud Security Partner of the Year
- Rapid7 North America Partner of the Year
- SentinelOne Momentum Partner of the Year
- Symantec Partner of the Year - Identity Management
- Tanium Growth Partner of the Year
- Tenable North America Top Overall Partner & Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Varonis Growth Partner of the Year
- Verizon Partner Network Marketing Excellence Award
- Zoom US & Canada Reseller Partner Award

2021 Awards
- Cohesity Global SaaS Partner of the Year
- CRN UK Women in Channel Awards - Gender Parity Award
- Dell Partner of the Year
- Intel US Channel Partner of the Year
- Lantronix Strategic Edge Partner of the Year, North America
- Microsoft Digital Marketing Partner of the Year
- Microsoft North American Digital Marketing Partner of the Year - Strategic Device Reseller Award
- Microsoft North American Partner of the Year - Windows 10
- Microsoft Partner of the Year - Microsoft Surface Hub Reseller of the Year
- Microsoft Top Surface Hub Revenue YoY Growth - Reseller
- Microsoft US (MSUS) Partner Award in Modern Endpoint Management
- Microsoft US Surface Transformation Partner of the Year
- Rapid 7 North America Partner of the Year
- Thales Business Partner of the Year, North America
- Zoom US & Canada Partner of the Year
- Zoom US & Canada Reseller of the Year

2020 Awards
- Austin American-Statesman Top Workplaces
- Commercial Partner of the Year at Cisco Partner Summit Digital – Americas
- Cradlepoint Partner of the Year
- Forbes America's Best Employers For Women
- Fortinet Partner of the Year - US
- Intel US Channel Partner of the Year
- Intel US Partner of the Year - National - Innovation
- JetBrains Partner Awards - World65 bwide Surface Resiliency Partner of The Year
- Microsoft US Device Sales Growth Partner of the Year - Fiscal Year
- NJBIZ Top 25 Women-Owned Businesses
- Nutanix Trail Blazer Award
- Opengear – Elite Partner of the Year
- Panasonic - Rising Star Award
- Pure Storage Partner of the Year
- Samsung Installation of the Year – Mobility
- Tenable's Top Overall Partner of the Year in North America

		• Thales Business Partner of the Year, North America • Veeam Impact Partner Award – Impact Partner of the Year • Veritas Top National Business Partner Overall - Americas • Verizon Supplier Sustainability Award • Vertiv Growth Through Innovation Award 2019 Awards • Adobe Digital Media Worldwide Partner of the Year • Austin American-Statesman Top Workplaces • Cisco Central Commercial Partner of the Year • CRN's Managed Service Provider 500 - Elite 150 Category • Dell Technologies Transformational Partner of the Year • FireMon Ignite Partner Award — Growth Partner of the Year • Forbes Best Employers for Diversity • GMIS International Partner Award Diamond Level • Intel Partner of the Year for Marketing: Training for Results - Sales • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Microsoft US Surface Transformation Reseller of the Year • MSI Outstanding Channel Partner Award • Pure Storage Top Net New Logo Partner of the Year Award • Ranked 10th on CRN's Solution Provider 500 • SOPHOS Cloud Partner of the year • Zoom Partner Innovation Award	
20	What percentage of your sales are to the governmental sector in the past three years	In 2022, the Public Sector accounted for over $3.7 billion of SHI's $14 billion total company revenue. The percentage of company revenue in governmental sales earned over the past five years is: 2022: 18% 2021: 21% 2020: 20%	*
21	What percentage of your sales are to the education sector in the past three years	In 2022, the Public Sector accounted for over $3.7 billion of SHI's $14 billion total company revenue. The percentage of company revenue in education sales earned over the past five years is: 2022: 7% 2021: 9% 2020: 8%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI manages hundreds of contracts for customers in the public sector space. We have provided sales for our top ten revenue contracts for the past three years. In addition to the information provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome National Cooperative • 2020 - $433,524,175.00 • 2021 - $432,367,332.00 • 2022 - $474,912,261.00 National Cooperative • 2020 - $117,246,848.00 • 2021 - $242,276,114.00 • 2022 - $428,741,315.00 National Cooperative • 2020 - $119,276,838.00 • 2021 - $215,559,364.00 • 2022 - $297,216,161.00 National Cooperative • 2020 - $49,516,736.00 • 2021 - $98,356,960.00 • 2022 - $162,616,951.00 National Cooperative • 2020 - $109,667,754.00 • 2021 - $94,519,443.00 • 2022 - $66,158,438.00 National Cooperative • 2020 - $105,605,584.00 • 2021 - $106,272,231.00 • 2022 - $36,249,883.00 National Cooperative • 2020 - $51,110,983.00 • 2021 - $69,945,461.00 • 2022 - $117,824,104.00 State Contract • 2020 - $137,405,364.00 • 2021 - $79,536,085.00 • 2022 - $43,431,618.00 State Contract • 2020 - $79,162,748.00 • 2021 - $77,934,115.00 • 2022 - $54,871,606.00 State Contract • 2020 - $64,141,338.00 • 2021 - $63,818,564.00 • 2022 - $69,121,433.00	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA • 2020 - $19,629,342.02 • 2021 - $13,876,322.68 • 2022 - $6,492,695.32 SHI does not have any SOSA agreements.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NJ Transit	Renzo Sosa, Director, IT Contracts	973-491-7612 rsosa@njtransit.com	*
University of Georgia	Ryan Dekle, Procurement Specialist	706-542-7113 deeks90@uga.edu	*
NY-Erie 1 BOCES, Western New York Regional Information Center (WNYRIC)	Julie A. Bray, Project Manager	716-923-6512 jbray@e1b.org	*
Fulton County, GA	Anne Wilson, IT Vendor Relationship Manager – Department of Technology	404-612-7294 Anne.Wilson@fultoncountyga.gov	
City of Little Rock, AR	Vitesh Patel, Procurement Manager - Finance Department	501-371-6838 vpatel@littlerock.gov	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	New York - NY	All IT products and services	$8-$32.3M	$ 567,127,119.76	*
Not Required	Government	Louisiana - LA	All IT products and services	$4-$9.2M	$ 216,861,697.19	*
Not Required	Government	Missouri - MO	All IT products and services	$3-$17M	$ 152,833,261.14	*
Not Required	Government	Oregon - OR	All IT products and services	$12-$10.2M	$ 76,774,805.93	*
Not Required	Education	New Jersey - NJ	All IT products and services	$4-$1.5M	$ 36,539,525.56	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	SHI possesses not only the necessary capabilities but also the needed enthusiasm to cater to the needs of Sourcewell members from across the U.S. and Canada. Our ethos at SHI grows from our team members and they remain our greatest asset. Our sales force provides exceptional customer service and support to Sourcewell members. To remain successful for Sourcewell members, we will stay flexible in our approach and will engage with each member on an individual basis; we understand that one size does not fit all, and that philosophy is apparent in our sales structure. In terms of organization, we have retained a small business feel to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. Our Team Structure With a desire to meet the unique needs of our various public sector customers, we have structured our public sector business unit into four divisions, including: • Federal • State and Local Government • Education • Healthcare Sales Leadership SHI recognizes the value and agility that comes from working closely with your selected partner. That's why, to best support our customers, we have split our public	

sector into regions. We have over 250 salespeople who are focused on government, education, and healthcare. SHI's Senior Public Sector Sales Vice President oversees four regional Vice Presidents (VPs)—education west and east, and government west and east, who directly manage the District Managers and Account Executives in their territory. This allows for more flexibility and faster decision-making, so SHI can provide Sourcewell's members with a small business feel.

Public Sector Field Team
The Public Sector Field team supports state and local government, K-12, higher education, federal, and public healthcare entities across the country. Customers in the public sector are supported by an Account Executive (AE), who lives and works in the territory, and a dedicated inside sales team.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Our AEs are empowered to make decisions when it comes to customer support, and they have the autonomy to resolve issues as they arise. In addition, District Managers (DM) are engaged with the account teams to provide executive-level support and to meet with customers as needed.
Regular and transparent communication with customers helps us provide tailored support. AEs meet with the Sourcewell member contract users to review their business with SHI. During these review meetings, we discuss purchase history and the customer's future plans. With open discussions, SHI can provide significant value in supporting members' initiatives and will engage the support teams as needed to help meet their goals and objectives. *

Public Sector Inside Team
Our Public Sector Inside team focuses on supporting the needs of smaller local government, K-12, and higher education institutions nationwide and offers personalized attention regardless of organizational size. These customers often are overlooked by large resellers, though they have the same needs as their larger counterparts. Based at our global headquarters in Somerset, New Jersey, the Public Sector Inside team supports customers' needs from start to finish.

Canadian Public Sector Sales
With over 20 years of experience in the Canadian marketplace, SHI maintains several offices and a team of 20 people including directors, managers, field sellers, and sales support including field service executives who provide pre-sales support, solution architecting, and engineering across SHI's full portfolio.
Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is comprised of one District Sales Manager with over 35 years of experience in the Public Sector, three Field Account Executives with up to 24 years of experience and one Business Development Manager with over 10 years of experience in Public Sector. This team is backed by Inside Account Managers who support day-to-day quote requests, returns, and general inquiries. We provide a comprehensive customer support plan to ensure we meet each members' needs as part of our presence in Canada.

We also have six Inside Account Executives who are phone-based sellers covering Canada to augment the field sellers.

And our Canadian presence is growing! We continue to look to expand our field sales presence in the Public Sector in the coming months.

27	Dealer network or other distribution methods.	To support Sourcewell members' need for reliable stock, we have an abundant and broad community of distributors and partners. We work loyally to maintain relationships with both our large IT distributors (Ingram Micro and TD SYNNEX) as well as smaller, local distributors and manufacturers directly. Regardless of where we source products, SHI always looks for opportunities to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams review our distributors' stock to source products from the supplier with inventory in the closest proximity to the customer, at the lowest price. Most products are delivered within three to five business days of order placement. We have sourcing specialists on our procurement team who monitor purchase orders with our partner and distributor community to ensure that no savings have been missed. In many instances, our sourcing specialists can aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. SHI also maintains two integration centers/warehouses in Piscataway, NJ, which can securely store the Members' inventory for configuration and integration services. The combination of our warehouse/integration centers, as well as our relationships with our major distributors, allow us to provide efficient product delivery across the country. SHI's distribution model reduces time to market and decreases the overhead costs of maintaining additional warehouses, subsequently allowing us to offer our customers an aggressive pricing model. Our major distribution centers are located strategically in: • Fontana, CA • Los Angeles, CA • Ontario, CA • Miami, FL • Atlanta, GA • Suwanee, GA • Chicago, IL • South Bend, IN • Swedesboro, NJ • Jonestown, PA • Memphis, TN • Dallas, TX • Fort Worth, TX SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off this pricing.

28	Service force.	To anticipate the needs of our clients, we proactively invest in solution-based resources and capabilities that help our customers achieve their digital transformation goals. For example, we are adding practices around IOT and data analytics/machine learning. The requirements for effective IT have transformed. In response to this shift, and working from our customer-centered foundation, SHI developed solution-based support teams. These teams have common goals to identify a customer's needs, help them acquire the right technology, and facilitate the adoption of that technology in the customer's environment. SHI has technical expertise around our entire portfolio of services and products, ensuring we are prepared to meet all Sourcewell members' IT needs. Our services and support resources include: • Field Solutions Engineers: SHI employs a team of solution engineers with more technical expertise to collaborate directly with AEs and be the first point of contact for more in-depth technical discussions. • Advanced Solutions Group (ASG): This group has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions in synchrony with other support teams. They aim to help customers execute their mission and educate end users by getting the right technology to the right people at the right time. These teams are organized into the solution practice groups below: • End-User/UCC • Cloud Design, Adoption, Optimization and Management • Data Center Technologies – Server/Storage/Backup • Networking – Core, Edge, and Transport • Security Solutions • SHI Training: SHI's training team provides on-site, online, or on-demand technical, end-user, and professional development training, complementing our other services seamlessly. We offer the skills and knowledge our customers need to improve their adoption and consumption of technology and increase their return on investment. SHI offers full-service training to meet technology's growing demands. • Software and Hardware Partner Support Organizations: SHI has the largest team of hardware, software, and licensing specialists in the industry. Our award-winning team of licensing specialists has the expertise to manage the varied features of the publisher licensing programs and are available to help customers select licensing programs, execute agreements, and support the agreement lifecycle. SHI also has dedicated teams that support over 100 strategic and emerging technology partners to assist in evaluating hardware features, sourcing, and obtaining demos. Leveraging the expertise of our established, esteemed, and highly certified service and support teams, SHI aims to continue being a trusted advisor to your members. With our proven 'Select, Deploy, Manage' methodology, we pledge to maintain harmonious collaboration with Sourcewell members. We will oversee each project from inception through successful implementation to completion, identifying potential cost savings at every phase of the project lifecycle and continuing our ongoing contract. Professional Services Delivery SHI provides services in one of three ways: 1. SHI Delivered Services – our internal delivery resources are based in NJ and across the country. This team is comprised of over 600 technical experts who collectively hold 3,000 certifications for various products and solutions. 2. Partner Delivered Services – SHI can resell partner services. In this case, we rely on employees of that partner or contractors of that partner. 3. Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners. Furthermore, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	SHI International Corp., SHI Canada, and SHI Government Solutions will be responsible for handling all orders submitted by Sourcewell members. SHI also reserves the right to add additional fulfilment partners upon award of a contract in conjunction with Sourcewell member needs. SHI accepts orders via Purchase Order (PO) submitted via email or fax, phone orders may be placed with credit cards and orders can also be processed through shi.com by shopping directly through the catalog or completing a purchase by having an SHI quote published to your specific account. The web catalog will include all products available under the scope of the contract allowing members to acquire the most current products for their needs. Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure it is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the order is placed within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price. Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgment email and can include all information required by the customer. Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate distributor or manufacturer. The orders are sent electronically and confirmed, and all orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point, we will reach out to the end user to discuss options. Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user. We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can reach out to their sales team, and they will work with our Accounting Department to resolve it. SHI can accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We will accommodate changes at any time. Invoices will be sent only after the products have been delivered. SHI has also worked with Sourcewell to set up a store on the new Buy Sourcewell online platform with punchout options for your members. This is yet another purchasing avenue for Sourcewell members.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Customers are supported by a dedicated AE and a dedicated inside sales team. Field territories are structured vertically and geographically. Each AE is supported by a team of IAMs who maintain direct relationships with the customers. SHI's AEs are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our AEs ensure customer satisfaction, SHI can provide high-quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI regional directors are engaged with the account teams to provide executive-level support and to meet with customers as needed. SHI recognizes that effective communication is the cornerstone of customer service. Our dedicated account teams are committed to fully support their customers with accessible, courteous, responsive, and seamless customer service. Below we outline our standard procedures and response times: • Call answered in a timely manner: Sourcewell's calls are directed to your dedicated IAM. In the case your dedicated IAM is helping another customer, calls are directed to voicemail. If the customer has an urgent request, they can escalate their request to the inside sales team manager or AE for immediate assistance. • Email and voicemail response: All emails and voicemails are answered or returned within two to four business hours. • Quotes Turnaround: Quotes from the customer's standard catalog are fulfilled within eight business hours. For quotes requested for items which are third-party source/weird ware items, the IAMs reply to customer requests within two to four hours, confirming receipt of request and relaying to the customer they are working on their request and notifying them of additional time the request may take because of external factors—such as awaiting vendor response or additional required information from the customer. • Process orders within 24 hours of receipt (unless additional information is required). • Order entry accuracy: SHI accurately enters purchase orders into the system 98 percent of the time based on monthly data. • Provide daily updates on any pending requests. • DOA Devices: If an item is DOA, SHI works with the OEM to provide a working product within the OEM's DOA policies. • Order received to product shipment: The total turnaround from order receipt to shipment for 90 percent of all standard orders is 15 days. Should we expect a delay because of large quantity, complexity, product constraint, etc., SHI communicates the expected timeline with the end user who placed the order and follows up consistently until the product is delivered.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Aiming to best support the needs of over 50,000 members, Sourcewell seeks partnerships that deeply understand and are dedicated to serving these diverse groups. Members span various sectors, including state and local government, tribal government, public and private K-12 and Higher Education, public healthcare, and non-profit organizations. Each industry has unique IT needs, requiring an experienced and resourceful solutions provider. With its comprehensive capabilities and dedication, SHI stands ready and eager to serve each of these sectors by providing tailored IT solutions and consistent support. As the incumbent and current partner to Sourcewell and its members, SHI is passionate about this contract and is committed to developing impactful current and future IT solutions for each member. To achieve this, we will deliver the following: • A dedicated Capture and Business Development Manager who focuses on championing this contract internally with our SHI sales teams, joining calls with customers to answer questions about the contract, and connecting resources internally and with Sourcewell as needed. • Knowledgeable staff who have worked with Sourcewell and its members and understand the challenges you face, enabling you to facilitate a better buying vehicle for your members. • A global solutions provider with experience in the public sector who can accommodate a nationwide demand for products and services. • A dedicated partner who can provide consistent, comprehensive solutions, providing high quality, cost effectiveness, and reduction of risk. • A complete catalog of products and services with competitive pricing that supports members no matter where they are in their IT journey. With a dedicated team of sales, technical advisors, and contract specialists available to assist members throughout the nation, SHI is well positioned to be your value-added partner—supporting Sourcewell's vision "to empower community success." SHI is excited about the opportunity to continue working with Sourcewell and your members. Our current contract has been a huge success because of our ability to offer thousands of OEM's and hundreds of different service offerings to your members. Upon award SHI will continue providing the entire breadth of our catalog to your members across the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SHI will enthusiastically provide products and services to Sourcewell members in Canada. Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is detailed more in response to question number 26. Working with the sales team, we have three in-country field solution engineers – one focuses on UCC, one on Data Center, and the other on Security. SHI currently employs four Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. We also have a broad network of Canadian distribution partners from whom we source products including Ingram Canada, TD SYNNEX Canada, D&H Canada Climb Channel Solutions Canada, and Dell Canada Inc.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all eligible members. With over 250 sales team members supporting across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. Our mission is to instill a comprehensive understanding of the contract, terms, and conditions among our AEs in every region. This knowledge base will equip them with the ability to provide unparalleled support to Sourcewell members. SHI is poised to provide extensive training to educate your members across all geographic areas of a new contract.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We commit to actively marketing and endorsing this contract, ensuring we increase visibility to all Sourcewell members without exception. We will serve all Sourcewell participating entities that our sales teams support.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have an Account Executive who lives in Alaska, Marla Thompson, who supports government customers. Pete Kim, who lives in California, is the field government Account Executive for Hawaii. All education customers in Alaska and Hawaii are supported by our Public Sector Inside Account Executives.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We are thrilled by the opportunity to continue to promote and market our Sourcewell partnership. We know the vital importance of marketing contracts and reaching all eligible Sourcewell members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting this contract. Throughout our current contract, we have worked diligently to market the Sourcewell contract both internally and externally. The Sourcewell Capture & Business Development Manager, Tory Pubylski, recorded and posted several internal trainings for all sales teams selling on the Sourcewell contract and even recorded a sequence of video trainings with our Supplier Development Administrator in the Sourcewell studios as quick, digestible nuggets telling sales from both the Sourcewell and SHI perspectives how to market and explain the value of the Sourcewell Cooperative contract to customers. These short on-demand trainings covered the who, what, why, and when to break down the talk tracks that are helpful to sales and potential Sourcewell customers alike. Additionally, we had several sales teams attend Sourcewell in-person trainings across the country and our Supplier Development Administrator provided a series of regional webinars with our support to get the right attendees. During the term of the current contract, we also expanded our marketing team devoted to Public Sector. This team, led by our Director of Growth Marketing Programs, Rob Fass, has taken an innovative approach to expanding initiatives that are focused on public sector customers and the real IT obstacles they face. Through purposeful customer-directed emails about solutions specific to our customer base, social media and supporting our customer-facing events, this team is critical to our support of our customers. Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership team and our Public Sector Marketing team, to create and execute our marketing plan. Upon award, we will execute the following steps to begin marketing the new contract: • Create contract announcement materials for electronic distribution to customers via email, on SHI.com, and the SHI Resource HUB blog, posts on LinkedIn and other social media. • Create co-branded marketing outlining the features of the new contract. • Design a dedicated website on shi.com including the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, a link to Sourcewell's website, and all relevant contact information. (to see the current page visit: https://go.info.shi.com/Sourcewell-Contract-Page.html) • Create internal sales training for new contract compliance, pricing, terms, etc. We will also welcome any opportunity to work with Sourcewell and AASA on advertise at their events or in their newsletters. SHI participates in hundreds of trade shows, conferences, and meetings across the country. Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership. Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also provide seminars and workshops to our public sector customers across the country and are eager to have Sourcewell members attend. Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Our most recent event was the Sustainability Summit. Centering the conversation around sustainability, the event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's proactive role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain. Sourcewell members are welcome to attend these at no additional charge. Custom Events – The SHI Roadshow series of events was new this last year for SHI! We completed two traveling shows focused on Cybersecurity and Infrastructure in the Spring of 2023 at large event spaces around the country with solution partners and special guest speakers. These events were a roaring success, and we hope to see new headlines for these events again in 2024! We include sample marketing materials as part of the supplemental attachments in the response portal and will remain flexible and open to collaboration with Sourcewell upon an award. We provide more detail on our digital marketing media in response to question 37 below.
37	Describe your use of technology and	The digital age has profoundly changed the way we communicate by making it easier and

	digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	more instantaneous, but it has also created a flood of information which makes it that much more difficult for our customers to find trustworthy news sources for their technology information. So much content vies for our limited attention, between smartphones, messaging apps, email, and social media, we can connect and communicate with others from practically anywhere at any time. SHI provides a haven for customers to find reliable and relevant information about the latest trends, or threats, to their IT through the following digital mediums. Webinar Series Sourcewell and its members can access our regular schedule of webinars and workshops covering a variety of topics relevant to today's public sector customer – from grants and funding to modernizing your network and streamlining multivendor support for IT purchases - our finger is on the pulse of the real challenges facing our customers. Please check out our website for upcoming events and on-demand recordings: https://www.publicsector.shidirect.com/about/events SHI Resource Hub The SHI Resource HUB is home to eBooks and short news articles to keep our customers updated on the latest changes and trends impacting the IT industry. Displaying short news and informational articles, the HUB keeps our customers up to date on our services and support as well as on emerging trends in technology. Written by SHI's subject matter experts (SMEs) who leverage their knowledge and insight to speak to SHI's broad customer base, SHI is committed to keeping our customers informed. Customers can browse by IT category, recent articles, or popular posts. Please visit the SHI HUB website (blog.shi.com) for on-demand articles, eBooks, and podcasts. Social Media In addition to the SHI Resource Hub, SHI is active on social media applications and has dedicated public sector pages to help keep our public sector customers informed. Customers can get up-to-date information on demand by following SHI on X, LinkedIn, Instagram, Advocacy, and YouTube. Upon award of a new contract with Sourcewell, we will create an announcement for LinkedIn for SHI to share with customers and our partner community. We also have podcasts- "We've Got Your Mac" and "Innovation Heroes" are available wherever you listen to podcasts! You can also listen to them by visiting our SHI Resource HUB at blog.shi.com. SHI Sponsorships In addition to our digital marketing via the web and social media directly informing business and IT leaders of the products, services, and solutions we offer, SHI enhances our brand visibility through multi-year partnerships with select college and professional sports associations and brand ambassadors. In the past twelve months, SHI's brand ambassadors and sponsorships alone have generated over thirty billion brand impressions across: • Television and radio • Earned media • Website and e-mailings • Advertising and supporting collateral • Hospitality • Onsite signage Many of these impressions come from SHI's partnership with the Rutgers University Athletic Department. Playing in the NCAA's prestigious (and national) Big Ten conference, the Scarlet Knights football team, and men's and women's lacrosse teams all play in the 52,000-seat SHI Stadium, located five miles from SHI's World Headquarters. With over five hundred of SHI's 2,000 New Jersey-based employees being Rutgers graduates, the alliance between Rutgers and SHI is long-lasting, making this partnership much more than just a marketing sponsorship. As the largest minority woman-owned business in the United States, SHI is proud to be represented by Ladies Professional Golf Association's (LPGA) golfers Allisen Corpuz and Annie Park, and the US Women's National Team/NC Courage Goalkeeper Casey Murphy, who serve as SHI brand ambassadors. All three professional female athletes are also small business owners. SHI's logo appears regularly across the LPGA's digital marketing platforms and onsite event branding and was most visible when Allisen won the first-ever U.S. Women's Open played at Pebble Beach. Allisen's position in the final pairings ensured the SHI logo on her shirt was proudly visible to a live national TV audience for the entire weekend tournament. When she is not busy representing the United States in the World Cup in 2023 (and likely the Paris Summer Olympics in 2024), USWNT goalkeeper Casey Murphy is the face	*

		of SHI's cybersecurity practice. By partnering with Murphy in support of her Casey Murphy Goalkeeper Academies, SHI is able to help Casey inspire young soccer players to take ownership of their own development and build confidence through hands-on instruction from Casey and her crew of teammates and coaches. E-Newsletters SHI creates various informative, monthly newsletters containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, and we will continue to make them available as a subscription to anyone who is interested. SHI also creates hundreds of marketing texts for our major manufacturer partners and SHI core services offerings, which are shared with customers through in-person meetings, trade shows, and email.	
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SHI has first-hand experience with the tremendous value that Sourcewell brings to its contract partners. We are thrilled to continue building on our relationship with Sourcewell under a new contract award. We view Sourcewell's role in the promotion of the contract to include: • A dedicated SHI contract landing page on Sourcewell's website. • Continued partnership in creating training for our sales teams. • Regular and open communication with SHI on our performance and ongoings at Sourcewell. • A dedicated Supplier Development Administrator we can contact for questions and assistance. • Collaborative marketing efforts. • Sharing in-person Sourcewell training information so our sales teams can participate. Sourcewell is already a well-known entity within the public sector sales team at SHI. We commit to actively marketing and endorsing this contract, educating our Account Executives on the specifics of this contract with an aim to increase visibility to all Sourcewell members. Our continued concentrated efforts and unparalleled dedication to Sourcewell's will be evident.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalog of products, and its business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information, enabling Sourcewell members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. With thousands of manufacturers represented, product catalogs are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba • Basware/Verian ProcureIT • Birchstreet Systems • Coupa / Coupa Advantage • DSSI • ePlus Procure+ • GEP • GHX (Global Healthcare Exchange) • Hubwoo • IDS • IOS Corp • iPayables • Ivanti • Jaggaer (formerly SciQuest) • Lawson • Oracle / Oracle Supplier Network • Payback • PeopleSoft Direct Connect • Perfect Commerce • Periscope • Procurement Partners • Quoteworks • ReactorNet • Remedy • SAP OCI Roundtrip • ServiceNow • SPS Commerce • Supplier Solutions • Transcepta • True Commerce • Tungsten • Unimarket • Valua • WorkDay • Yardi • Zycus Our e-commerce specialists can provide training to Sourcewell members authorized to access their customized site, and we will schedule trainings based on the customer's level of access to the site, collaborating with individual members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used –and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow are automated to enforce purchasing rules and minimize errors.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training	SHI offers training and adoption services, including professional development training, to help our customers maximize the value of their technology investments. Our Training and	

	programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Adoption team takes a holistic training approach, ensuring both IT staff and end users are accounted for. While all steps may not be necessary for each customer scenario, a full training project would typically encompass the following components: • Identify current state and future state requirements with key stakeholders. • Identify change management and communication strategy. • Define the use case. • Identify locations and languages. • Assess gaps and needs for IT and end-users. • Develop scope. • Customize content. • Align training with the deployment schedule. • Launch training pilot. • Live instructor-led training • Power-user training • OnDemand eLearning portal • Application deep dive training • Deskside training support • VIP one-on-one training End-User Training SHI has a multitude of options to meet our customers' training needs. Our certified instructors are enthusiastic about bringing real-world experience to the customer's learning environment. Curriculums may be standard or tailored to the agency, department, or job role to yield a higher return on investment. Customizations can include utilizing the customer's environment, business processes, local language and more. We offer training on-site, online, on-demand, or a blend of these options. Some of our most popular offerings for end-user training are: • M365 • Windows 10/11 • Microsoft Teams • Microsoft Core Apps • WebEx • Google Apps • Security Awareness Technical Training With our manufacturer-certified experts, customers can access dozens of custom on-site, online, and on-demand technical training courses geared toward our customers' organizational programs and software needs. We can support technical training for a variety of manufacturers, which include, but is not limited to: • Amazon • Cisco • Google • Microsoft • VMware • Palo Alto • Meraki • Nutanix • Veeam Professional Development for Business In today's competitive environment for hiring and maintaining quality employees, comprehensive and sound professional development is a necessity. SHI offers dozens of on-site, online, and on-demand professional development classes help employees grow and perform at their best. Topics include, but are not limited to: • Business Analysis • Communication • Leadership • Project Management • Agile • ITIL Professional Development for Educators SHI offers Professional Development for Educators. Our professional learning teams offer trainings on-site, online or on-demand through a subscription model on topics that include, but are not limited to: • Software training for IT staff, faculty, and staff • Hybrid teaching methods • Blended learning • STEM • STEAM • Esports • Pedagogy • SEL (Social and Emotional Learning) • Accelerated Learning Recovery • DEI (Diversity, Equity, and Inclusion)	*	

		• First-Year Teacher Bundle Custom eLearning Development SHI works with customers to develop custom, powerful, engaging, learner-focused eLearning courses and curriculum that meet training goals and deliver measurable results. Our custom development includes, but is not limited to: • Standard eLearning course(s) • An entire eLearning curriculum • Micro Learning • Gamified eLearning Please feel free to explore more details and options at https://www.shi.com/solutions/training	
41	Describe any technological advances that your proposed products or services offer.	Our team of experts offer various technological services that can help enhance and advance the use of technology for members. This could range from optimizing existing systems to implementing new, advanced technologies, providing consulting services, or even offering training programs like security awareness training. Articulated below are just a few offerings: Customer Innovation Center (CIC) SHI helps with the technical evaluation of products to empower you to make the best choices and scope each project appropriately. Evaluation may include full proof of concepts or simply obtaining evaluation units. You can test and compare IT solutions in our Customer Innovation Center (CIC) before committing to an investment. The CIC is staffed with trained team members and technical professionals who are experts on both products and solutions. As technology advances and changes, the technologies in the SHI CIC follow, ensuring that we always have the products and relevant technologies that our customers are interested in. The CIC can provide on-demand and remote access to the kinds of technical advisory and real-world wisdom that you are looking for. Our goal is to help you identify, adopt, and implement the right technology investments quickly, with lower costs and risks. Now you can experience everything the CIC has to offer from wherever you are by virtue of an interactive virtual tour! How to use the Virtual Tour: Click here for a quick tutorial about the tools and features of the virtual tour so you can get the most from your experience. SHI Complete The SHI Complete service provides customers with a turnkey solution for modernizing their IT Infrastructure, enabling a remote workforce, enforcing security best practices, and leveraging SHI's Managed Service capabilities to centralize IT Service and Support. SHI Complete can ensure you have the right IT operating model and a strong governance plan around security, services, and management that is structured to meet your business goals. Combining a curated stack of integrated technologies across device management, security, networking, collaboration, and cloud platforms, SHI Complete helps customers establish a secure, resilient, and scalable IT foundation. Onboarding Service SHI Complete employs a personalized approach with respect to managed services to ensure our customers obtain the solution that best fits their business needs and primes them for growth in a Cloud First technology ecosystem. The onboarding services component of our solution includes: • Assessment of the customer IT ecosystem and IT business objectives. • Site Surveys of physical locations, network mapping, and application use cases, as needed. • Creation of a Zero Touch device deployment capability. • Development of the IT modernization strategy and customer onboarding plan. • Design of the Managed Network Services and cloud environments on client premises. When onboarding is complete, SHI's technical account managers, project managers, and certified engineers use this plan to implement and migrate customers to the new SHI Complete managed IT environment with ongoing support and knowledge transfer throughout the processes and procedures. Managed Services Managed services are the foundation of the SHI Complete solution. Customer subscription to the SHI Complete service provides many benefits that are core to the customer's success, including: • Designated technical account manager assigned to your organization. • Access to our SHI One customer portal for reporting and service requests. • Net payment terms provided (upon credit approval) through SHI. • IT service desk support for users and devices. • Client user onboarding/offboarding and IT asset reclamation. • Cloud application management and support.	*

		• On-site and cloud network service management. • Security management and best practices. • Access to a wide array of optional fee-based public cloud professionals and managed services. • Escalations to SHI subject matter experts (SMEs) through SHI's world-class service desk support team. SHI will collect and track feedback from customers during regularly scheduled meetings as well as through end-user feedback. Taking this information, SHI will make modifications to its contracted services where possible to further improve service quality over the life of the contract. SHI One Management Platform The SHI One Management Platform is a portal for customers to manage both cloud and IT services purchased through SHI. Customers have a centralized place to track and manage their public clouds, allowing them to spend less time struggling with reports, management, and support and more time on strategic initiatives to drive their business forward. With this portal, customers can manage their cloud platforms (Azure, AWS, GCP). They can easily view the state of their IT landscape and streamline their cloud environment management. Customers have access to support cloud cost, usage, billing, invoicing, and consumption of support cloud accounts. Leading Industry Technologies SHI maintains an ongoing dialogue with industry authorities such as Gartner and IDC through quarterly meetings, ensuring we stay current on the latest and best technologies. We have established strong partnerships with each OEM, allowing us to introduce new products as soon as they become available. This gives members the unique opportunity to pre-order new products yet to be released through SHI, ensuring they receive them as soon as they hit the market. Our devoted solutions team and product specialists stay up to date with the latest technologies and will promptly notify members about the newest products available. The expertise of SHI's OEM support teams, technical resources, and strong relationships with manufacturers are leveraged to guide members as they explore emerging technologies and innovative new solutions.	

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	SHI is dedicated to environmental sustainability and recognizes its role in affecting the environment. We continually strive to minimize any negative impact from our operations while ensuring the safety and well-being of our staff. Our business strategy heavily emphasizes environmental preservation and the promotion of a sustainable future. By implementing eco-friendly initiatives, both internally and with our partners, we aim to reduce yearly technology waste and contribute more significantly to a greener planet. In 2023, we pledged to the Science Based Targets initiative (SBTi) to reach our corporate Net Zero Emission goal by 2050. At SHI, we believe that sustainable operations and exceptional customer service are intrinsically linked. Through close collaboration with our partners, we strive to excel in both areas. We work with our partners to create and implement environmentally responsible solutions. As a prominent player in the IT industry, we actively participate in partner programs and initiatives, providing input and helping shape future sustainability strategies to guide the industry towards more responsible practices. This cooperative approach guarantees that we focus on not only our own growth but also the success of our partners. Through these efforts, SHI assists our customers' Environmental Social Governance (ESG) initiatives by aligning with sustainable solutions such as IT asset disposition (asset recovery and disposal, E-waste recycling, hardware redeployment and remarketing), IT asset management, green financing, and using cloud and data center solutions to lessen carbon emissions from physical IT infrastructure. SHI is committed to sustainability at corporate, cultural, and policy levels and holds itself accountable for being initiative-taking and solution-oriented to promote sustainable long-term growth. By setting and implementing global environmental policies, management systems, and key performance metrics, SHI consistently integrates and promotes environmental stewardship across its global business groups, ensuring consistency and innovative environmental thinking. Our commitments include: • Setting targets and action plans to support our United Nations Global Compact (SDG 13 Climate Action) and SBTi commitment, and continually refining our practices. • Preferring partners who have implemented sustainable and ethical practices within their organizations and influence such practices in their supply chains. • Enhancing our sustainable procurement team's support, which concentrates on supporting diverse and minority suppliers. SHI seeks to be energy efficient utilizing these methods: • Monitor power consumption. • Disclose to the Carbon Disclosure Project (CDP) and EcoVadis annually. • Utilizing advanced energy-saving systems such as: o High-efficiency HVAC equipment o Energy Star equipment/appliances o Energy recovery from building relief/exhaust air, demand control ventilation sequences for energy savings on ventilation (Austin). o Automatic lighting controls and LED lighting throughout (Austin). o Occupancy sensor control of lighting fixtures. o Water-efficient and low-flow plumbing. o Solar panels and electric vehicle charging stations. • SHI has EV charging stations located at our global headquarters, Ridge Integration Center in New Jersey, and our Austin Regional Headquarters in Texas • LEED Gold Certified • Austin Regional Headquarters – Building Design and Construction (2021) • Global Headquarters - Commercial Interiors (2013) To support our goals and reduce power consumption, SHI made significant green investments in our facilities by installing solar panels. Today, over 7,000 solar panels are installed at four SHI-owned facilities, including our global headquarters and Integration Center in New Jersey, and our Austin Regional Headquarters in Texas. The addition of solar panels has helped SHI avoid 5,287,000 pounds of carbon dioxide since the system's installation and avoided 13,771 lb. of sulfur dioxide and 5,425 lb. of nitrogen dioxide since installation. With sustainability and ESG at the forefront of current initiatives, we hosted the SHI Sustainability Summit event this summer at our headquarters location in NJ. The event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's forward-looking role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to customers whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Government Solutions • State of Texas Certified HUB Vendor
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We understand that Sourcewell needs to identify a trusted partner based on how that partner's capabilities can best support your participating entities' IT needs. We believe we are uniquely qualified to continue supporting Sourcewell and its members due to several key factors: our standing history with supporting this contract, our breadth of offerings, and our ability to evolve with the ever-changing technology market. Our dedication to this contract sets us apart from our competitors. Victoria Pubylski, Sourcewell's dedicated Capture and Business Development Manager, has worked tirelessly alongside our Capture and Strategy team to support Sourcewell and its members. They are experts at supporting contracts, and have trained our Account Executives on this contract, proactively managed our Sourcewell relationship, and have grown this contract continuously year over year since our award in 2019. We have had tremendous success growing the value of our first awarded contract. We will continue our commitment to expanding the use of this contract and supporting Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement. Complete IT Solutions Our ability to offer customers a tremendous range of options in choosing software, hardware, and other products is one of our greatest strengths. Our diverse partner ecosystem of 15,000+ unique publishers and manufacturers gives us a vendor-neutral approach to help customers find the right technology solution. We provide custom technology solutions for every aspect of your members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Compared to our competitors, we also have the distinct ability to onboard boutique vendors for end-user longtail products. Many of our competitors are only able to onboard certain, larger partners, whereas SHI can bring on smaller vendors that are uniquely qualified to meet the individual needs of our customers. We also offer a wide range of services and support directly or by leveraging our elite partner network's expertise. SHI seeks to build valued relationships with your members; aligning our focus with your mission and deliver innovative solutions that empower community success. Value Add Services SHI offers a wide range of value-added services to help our customers get the most value

out of their software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

Software Expertise and Advice
Customers have a dedicated, experienced account team with access to a broad range of resources. We provide expertise and advice to help them make the right decisions to save money and achieve the best value for their software spend.

Technical Advisement
Customers can depend on a vendor-neutral approach to help them find the right technology and then access a tremendous range in choosing the ideal products and services for their unique needs.

Pre-Sales Licensing Support
Customers have SHI software licensing team support for their licensing needs. Pre-sales support helps ensure customers maximize the benefits of their volume license agreements. Throughout the contract term, we partner with our customers to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance. We leverage the reporting and our PRO Renewal tool to help customers gain insights into their software purchases.

Contract Education
Software options can be complex and overwhelming, and available products and buying alternatives change frequently. SHI offers initial and ongoing training and communications to help customers use the contract effectively and make smart choices for their software spend. *

Negotiation Assistance
SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our extensive experience gives us keen insight into the range of available software options for customers across the country. We leverage these strengths to help our customers negotiate favorable pricing and terms.

Fine Print
SHI Fine Print is a contract management and indexing system that allows our customers to review a set of publicly available EULAs on our website. Fine Print organizes agreements by separating contract text into standardized clause types, identifies which terms apply to various products and use cases, and then organizes the data into an easy-to-find format.

Software Solutions Services
Our Solutions team helps customers identify the right software tools and technology, and then (if desired) executes the implementation of in-scope services to help accelerate their time to productivity and value. Depending on the scope of the implementation there may be fee-based services involved.

ITAM Services
To help customers manage the complex task of finding, tracking, and managing the hardware and software across their IT environment, SHI offers a range of highly cost-effective IT asset management services to help you weed out unwanted costs, while also improving utilization and governance. Depending on the scope of the implementation there may be fee-based services involved.

Training Services
Adoption of new technology does not happen automatically. There is a people component to change. SHI offers a range of customizable technical, end-user, and professional development training resources to equip users with the skills and information they need to drive increased adoption and employee satisfaction. Depending on the scope of the program, there may be fee-based services involved.

Financial Stability
As a privately owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow's IT challenges. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. As the technology market continues to evolve, we can evolve our capabilities and resources right alongside it.

We have also made significant investments in hiring more resources—the people with whom Sourcewell and its members engage. SHI Account Executives (AEs) support their clients locally from over thirty offices throughout the U.S. and Canada, and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.

Our financial strength and stability are predicated on our staunch affiliations within our

		communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths and Stability: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials, low overhead structure SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its members. In fact, we share a similar vision and mission and strive with purpose and determination to provide exceptional value and experience as we help customers select, deploy, and manage their technology.	

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental damage. In addition to OEM warranties, SHI, offers third-party warranty services plans for most OEMs on a limited, approved basis. These warranty services plans cover all hardware, parts, labor, accidental damage protection and power surge for end user-related devices. For post-warranty data center related devices, third-party warranty services cover all hardware, parts, labor, and onsite travel expenses. Third-Party Disclaimer – By including the third-party warranty service contract, SHI, is only acting only as an authorized reseller in the third-party's provider route to market for its warranty service contracts. Customers will receive contracts that provided by the third-party provider, not SHI. The warranty service contracts will be entered into directly and only between the customer and third-party provider, and SHI will not be a party to those contracts.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. Third-Party warranty services offer unlimited claims (during the contract term), no deductibles or hidden fees, and accidental damage protection against drops, spills, etc. Water submersion is not supported. These apply to end-user related devices. For post warranty data center hardware maintenance support, all hardware, parts, labor, and travel expenses are covered.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties, this will vary based on the warranty purchased and SHI can provide these details with specific OEM's. Third-Party warranty services offer various levels of service. If onsite repair is selected, this service covers all expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM. Third-party warranty services for end-user devices are only supported within the US. Post-warranty services for data center related devices are supported globally.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. Third-party warranty services are vendor agnostic and support most Tier 1 OEMs.	*

51	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered—we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged, or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a "no returns" policy; in these cases, we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: To request a return, first contact your dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer ships their return to SHI, and we process the return. In certain cases, to expedite a return, SHI will have the return product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns to expedite the process for the customer. Occasionally, software publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides a letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest—processing the Letter of Destruction directly with the software publisher. At any point, if customers encounter issues with their products, the SHI account team is accessible and eager to help. More information and details about SHI's Return policy can be found at https://www.shi.com/Terms/Return-Policy.	*

52	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide third-party warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Third-party enterprise warranty services will extend the life of members' technology investments and keep their systems – and their business – running at peak performance. The benefits of Third-Party Enterprise Warranties include: • Coverage up to 5 years for net new end-user devices. • 24/7 technical support for post-warranty data center devices. • U.S.-based call center • Global support capabilities, data center related devices only. • 100% coverage for commercial use, parts, labor, and accidental damage; unlimited claims (during contract). • $0 deductible. In addition, SHI third-party warranty services provide comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides: • 100% coverage on parts and labor, normal wear and tear, and power surges. • "No Lemon" guarantee. • Replacement for products that are beyond repair. • No deductibles, hidden fees, or surprise charges. • Commercial use & Vendor Agnostic. Members' Third-Party Coverage can begin on the date of purchase or after the manufacturer warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Third-party warranty services alleviate multi-year budgeting constraints and deliver service when and where members need it! Included in Product Protection Services in basic triage and remote diagnosis, 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, third-party warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, Third-party offers post-warranty and maintenance agreements for products that are still viable and in use! If members maintain equipment under a warranty that is about to expire - or already has expired – third-party post-warranty and maintenance agreements keep them covered. Third-party dedicated field engineers serve as an extension of the IT organization and deliver dependable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to a member's organization for post-warranty data center devices. Our service provider's Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support members' needs, no matter where the equipment is located.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	SHI provides comprehensive customer support when planning service engagements to ensure we meet each customer's needs. Given the variety of services SHI performs, different types of services may align with specific standards relating to the technology and requirements of the project. Where ISO or NIST guidelines are established, SHI will perform services in a manner that is compliant with or follows those protocols. As an example of one type of engagement, we have provided the standard guidelines followed for Quality Control (QC) by our warehouse integration center. When beginning an integration services project, we use templates to start the development of the workflow based upon information provided by the customer's onboarding information. These workflow templates are dynamic, and adjustments are made during the proof of concept, or first article build phase. The system engineers handle the technical aspect of the testing during the customer's first articles to ensure scripted processes and applications are functional. They then create an essential checklist of items to check for during the production phase. Next, the system quality control (QC) team performs in-depth testing of the process itself and creates detailed process documentation. The device is then physically shipped to the customer's location for in-person verification, or remote access to the device is provided for verification. Once the project is in production, SHI monitors and adjusts the project to scale as needed. Examples of how we've previously resolved issues include increased staffing, adding hardware resources, or reducing the total number of devices configured at one time. Work instructions start with our QC team working with the customer, internal project coordinators, system engineers, and technicians to develop thorough documentation that adheres to ISO 9001 standards. Documentation is stored on a private SharePoint document library with version control. If change and complexity management is needed, project coordinators at our facility work with sales teams, system engineers, QC teams, and technicians to address any changes. If the complexity goes beyond the expertise of these teams, other groups are engaged, both within SHI and third parties, as needed. The quality control process and tools vary by customer requirements, but in general, logs are collected from devices during the build process and stored on our servers. A scripted process to contain specific information from the devices can be developed if additional details are required. In addition, the QC team gathers requirements to create checklists or other methods of verification.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	SHI is committed to achieving excellence by providing our customers with superior world class customer support and innovative solutions. Finding the right balance for setting customer service goals is integral to improving the customer experience. As the primary point of contact for their customers, it is even more important that SHI's AEs are representatives suitably motivated by the right goals. As our mission statement says, "We are passionate about delivering exceptional value and experience as we help customers select, deploy and manage technology." As a value-added reseller, our AEs are measured, incentivized, and evaluated commensurate to organizational and performance KPIs). These performance KPIs are closely aligned to customer success. Objectives such as revenue growth, resources used, certifications earned, customer engagement, and customer review are all primary objectives of SHI's KPI/metrics structure. SHI communicates to our teams that the success of every account manager is holistically customer centric.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	

55	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30 and we will accept Purchase Orders or credit cards.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI can be an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. SHI's financial offerings include traditional and non-standard options for hardware leasing and software financing. Hardware Leasing SHI offers a traditional $1 buyout purchase option, and fair market value leases for hardware. We also offer a rental option. Other options include: • Return the equipment and start a new lease. • Extend the term of the lease. • Buyout the equipment for its fair market value. o Clients that do not want to have lease language in the contract or have the option to own the equipment use this structure. • $1 buyout, lessee owns equipment at the end of the term. • Fair market value leases have three end-of-term options. • Rental - Return the equipment at the end of the term or extend the term of the rental. The benefits to leasing hardware with SHI include: • Covers all equipment costs—no need to obtain additional financing elsewhere. • Frees up cash income-producing investments. • Sets fixed lease payments that are not subject to interest rate fluctuations. • Avoids technology obsolescence. • Reduces risks, as add-ons and replacements are fast and easy. • Reduces paperwork since the lessor handles all the invoices. • Reduces warranty and maintenance costs. • Matches the expense to the benefit. • Eliminates customer's need to plan for equipment disposal. • Simplifies budgeting with predictable payments. Software Financing SHI has a loan capability called an Installment Payment Agreement (IPA) which is available for transactions that are 100% soft cost. This option provides ownership at the end of the term for transactions that are software and services based. Non-Standard Options SHI offers non-standard leasing options such as 90-day deferrals and step up or down payment structures. SHI engages in discussions with your organization and works in good faith to accommodate non-standard terms or payment frequency.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	SHI provides milestone notifications such as order confirmations, shipping notifications, and products on backorder. Quotes The specific details included in an SHI quote may vary depending on the products or services being offered, but generally the following information is included: • Quote Number: A unique identifier for the quote. • Customer Information: Details about the customer, including name, address, contact information, and the customer's SHI account number. • Product/Service Description: Detailed information about each product or service included in the quote. This could include product names, part numbers, descriptions, and quantities. • Pricing Information: The cost of each product or service and the total cost. This may also include details about any discounts or special pricing arrangements. • The Sourcewell contract number and member or participant ID number. • Terms and Conditions: Details about the terms and conditions of the sale, including payment terms, delivery timelines, warranties,	

and any other relevant information.
• Contact Information: The SHI sales representative's contact information in case the customer has any questions or needs further information.

Please note that this is a general guideline, and the specifics may vary based on the nature of the product or service being quoted.

Order Acknowledgements
The order acknowledgment provides the customer with confirmation that their order has been received and/or also processed.

During order entry, your Inside Account Manager can enter an email address for a representative(s) within the member entity who should receive order confirmation, up to an unlimited number. Within one hour of processing the order, SHI's servers will automatically send the order confirmation to the email addresses provided. Upon the customer's request, and with Publisher permission, SHI can include the License Key information for software installation on the Order Confirmation.

Advance Ship Notifications
SHI can send the purchaser an Advanced Shipment Notification email with tracking information. These notifications can be customized for a customer upon request.

Tracking Confirmation Notification
SHI's order management system is a complete order tracking and maintenance system. All the information your Inside Account Manager needs to provide the customer with tracking information resides on their desktops. Each day, SHI receives the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the SHI Sales Orders and are ready for immediate access by your Inside Account Manager. In addition, SHI provides this tracking information to our customers through Your Home at SHI. Authorized customer employees can log onto our website to check order status and tracking data directly from the carriers.

SHI maintains all purchase history data in our order entry system. We can re-send tracking, license confirmations, invoices, or a sell-through report history to provide proof of purchase for a customer. In the event of a request to resend a license confirmation, a duplicate copy may be provided within four business hours of the customer's request.

Backorder Reports
Your Inside Account Managers (IAMs) are responsible for managing and monitoring your purchases and backorders. At the time of order placement, the IAM will check inventory and notify the customer if it is unavailable, with an ETA for the item to be back in stock. Your SHI Account Team will run a weekly backorder report to monitor the order status. The team will work with the Sourcing Specialist in Purchasing to check inventory through all sources to expedite shipment to the customer.

As the backorder status changes, the IAM will provide updates to the customer about the ETA. At any time before shipment, the customer has the option to leave the product on backorder, substitute a different product, or cancel the order with SHI. These reports can be customized upon request by a customer. No substitutions are shipped without prior written authorization from the customer.

EULA or SLA Documents
An End User License Agreement (EULA) is a legal contract between a software developer or vendor and the software user. This agreement lays out the rights and restrictions that apply to the use of the software and is agreed upon by the customer or end-user directly with the software publisher. *

Key elements of a EULA often include:
• License Grant: This specifies that the software is being licensed, not sold, to the user, meaning the user has the right to use the software but does not own it.
• Restrictions on Use: The EULA may limit how the user can

use the software. For instance, it may prohibit the user from modifying the software, using it for commercial purposes without a license, or sharing it with others.
- Intellectual Property Rights: The agreement usually states that the software developer or vendor retains all intellectual property rights in the software.
- Warranty and Liability: The EULA typically includes disclaimers of warranties, limitations on the developer's liability, and what happens if the software fails to perform as expected.
- Termination: This section explains under what circumstances the agreement can be terminated, and what happens when the license is terminated.
- Privacy Policy: The agreement may include information about how the software collects, uses, and protects the user's data.

The EULA is typically presented to the user for acceptance during the installation process of the software, and the use of the software is contingent on the user accepting the terms of the EULA.

A Service Level Agreement (SLA) is a contract between a service provider and a customer that specifies, in measurable terms, what services the provider will furnish. While the specifics can vary greatly, a typical SLA includes the following components:
- Scope of Services: This details the services to be provided, how they will be delivered, and the schedule for delivery.
- Performance Metrics: These are measurable aspects of the service such as response time, uptime, throughput, etc. They serve as standards against which service performance can be evaluated.
- Monitoring and Reporting: The SLA will detail how performance will be monitored, how often, and the type of reports that will be provided to the customer.
- Problem Management: This includes how issues will be handled, the expected response and resolution times, and the communication process for informing the customer about issues and their resolution.
- Responsibilities: The SLA should clearly define the responsibilities of both the service provider and the customer. This can include prerequisites the customer must meet for services to be effectively delivered.
- Penalties and Remedies: The agreement will specify what happens if the service levels are not achieved. This often includes financial penalties or service credits.
- Confidentiality and Security: This section outlines how the provider will protect the customer's data and ensure privacy.
- Termination Terms: This includes under what conditions the contract can be terminated, and what the process will be.

The specifics of an SLA will depend on the nature of the services being provided, the customer's requirements, and the service provider's capabilities.

Statements of Work
A Statement of Work (SOW) is a document that defines the scope and specifics of a project. It provides detailed information about the expectations, deliverables, and timelines for a specific engagement. Here are the key components typically included in a SOW:
- Project Overview: This provides a general summary of the project, its purpose, and objectives.
- Scope of Work: This outlines the specific tasks or services to be performed, often broken down into phases or milestones.
- Deliverables: This section lists the tangible outputs to be produced by the project, such as a completed piece of work, a report, or a physical product.
- Timeframe: The SOW will specify the start and end dates of the project, along with any important deadlines or milestones along the way.
- Standards and Criteria: This section describes the quality standards or benchmarks that the work should meet.
- Payment Terms: This includes details about the project's budget, payment schedules, and any relevant terms and conditions.
- Resources: This section provides information about any resources or materials that will be needed to complete the project.
- Responsibilities: This outlines the roles and responsibilities of all parties involved in the project.
- Assumptions and Constraints: This area describes any assumptions made during the planning phase and any constraints

		that could limit the project's execution. • Terms and Conditions: This includes any legal terms and conditions related to the project. We have provided samples of these documents in the attachments. Please note that EULA documents are provided directly by a software or cloud publisher and SLA agreements are provided directly by a manufacturer or partner providing services.	
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, SHI can accept Visa, Mastercard, and American Express. There is an additional fee to use a credit card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Full Catalog Pricing SHI is pleased to offer Sourcewell and its member agencies a discount off SHI Advertised List Price (AP) by product category. Please reference the pricing sheet attached to this response for the product groups and associated discounts off SHI Advertised List Price, which SHI is proposing. SHI Advertised List Price is a verifiable source, referenced 24/7/365 at SHI.com. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices, where a list price exists. The customer unit price shown is prior to any special shipping charges or credit card fees as those will be calculated at the time of order. Most products ship FOB destination or are delivered electronically without additional fees but where special freight is requested that will be calculated separately. Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered whenever possible. SHI is pleased to offer a complete electronic catalog for Sourcewell and its member agencies. Professional Services In addition to product pricing, we provide professional technology services that can be priced via a Statement of Work (SOW) scoped specifically to the customer's requirements. These can be structured as hourly rate services or at a fixed price. SHI will work with the Sourcewell member to define the detailed scope of work, including the deliverables, timeline, expectations, and milestones payments. We establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. Hourly Rate Services Hourly rates are established for various roles (e.g. project manager, business analyst, developer, etc.). These rates reflect the skill level and experience required to perform the work. Our professional services experts or partners will estimate the number of hours and skill levels of resources needed to complete the scope, factoring in time for meetings, planning, documentation, testing, rework, etc. Out-of-pocket expenses may also be charged to the member separately (e.g. travel costs). We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners. Fixed Price Services Fixed price means the total cost for the project is agreed upon upfront and does not change based on effort or time required. This provides cost predictability for the member and is scoped with the same factors that are considered for hourly rate services including	

		the expected timeline, scope, resources required, testing, etc., and outlines the payment schedule based on expected deliverables throughout the project. Pricing for professional technology services for a scope of work typically involves several factors: 1. Scope of Work: The scope of the project, i.e., what tasks are to be performed, the complexity of the work, the technologies involved, and the deliverables expected. This will determine the amount of time, resources, and expertise required. 2. Time and Effort: An estimate of how long the project will take and the amount of work that is involved. This could be based on the number of hours or days, the number of people required, or the number of tasks to be completed. 3. Expertise Required: The level of expertise needed to perform the work will also affect the price. More complex tasks that require highly skilled professionals will be more expensive than simpler tasks that can be performed by less experienced personnel. 4. Overhead Costs: Any overhead costs such as utilities, rent, equipment, and software licenses that the service provider incurs are also factored into the price. 5. Price and Milestone Payments: Considering all factors for the project, the vendor will include the full cost (fixed price) or estimated price (hourly rate or Time & Materials) of the project and determine the milestone payment schedule. Milestones are determined by the completion of key project stages, tasks or deliverables custom to the engagement, which are completed by the vendor and accepted by the customer, at which time the customer will pay a portion of the fees for the project until the project is completed, and the final payment is made. It is important to note that any changes to the scope of work after signing or project start may result in additional costs and will be executed only after an agreed upon change order form is signed. Cost Savings SHI understands how important it is for our customers to achieve cost savings. We pride ourselves on being honest and transparent with customers, especially for pricing. We base our discount structure on SHI Advertised Price and do not inflate the price for RFPs to make discounts appear larger. SHI collaborates with vendor partners to help bring customers the best possible pricing. We constantly strive to help you save money across products and services—long after a sale is made. Our account team works with you from the beginning of your project and throughout the lifecycle of your purchase. Because we approach your IT solutions neutrally and are not limited to one or two OEMs, we can ensure you get the best solutions to support your needs. In addition, we will review buying programs and create price modeling to ensure that the technology you choose is being bought in the best way possible and at the most aggressive price. Your Account Executive will work with manufacturers and Sourcewell members to forecast volumes and to negotiate pricing on those forecasts. The manufacturer may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by the member that reflects the additional discount. SHI has built our business by helping customers save time and money when buying IT. We will continually look at the business and analyze usage and spend to uncover cost savings wherever possible. Our support teams contribute to this mission by providing expertise and options for products and processes that ensure the right technology is chosen at the right time. We have a proven track record of maximizing the benefits of large cooperative contracts for our customers, helping them to realize millions of dollars of savings.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our proposed discounts range from 0% - 18% off SHI's Advertised List Price. Please see the uploaded price file for category-based discounts.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	SHI fully understands how important it is for our customers to achieve cost savings. Given the breadth of manufacturers and	

products that SHI offers, rest assured that opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing options available, and we go above and beyond to offer better pricing than the contract requires, as often as possible. SHI's position in the marketplace affords us both preferred pricing from software publishers and hardware manufacturers, and leverage when negotiating with partners on our customers' behalf. We will work closely with our network of software publishers and OEMs to identify areas for additional savings and better return on investment for Sourcewell.

The following demonstrates some ways we identify cost savings opportunities for our customers:

Hardware
Volume Purchase Programs: Many hardware manufacturers offer volume discount programs based on customer commitment or contractual agreements. Our product specialists and hardware resource representatives review your purchases and provide recommendations for when you may benefit from these programs. We ensure you receive all eligible benefits with the assistance of your AE.

Volume Discounts: Even manufacturers without formal discount programs may offer additional discounts based on the size and purchasing volume of Sourcewell. We negotiate with manufacturers to obtain the best price for you. Your AE will analyze SHI's extensive reports to determine product lines or manufacturers where you make large quantity purchases and negotiate accordingly.

Manufacturer Specials/Promotional Pricing: Your AE continuously monitors the market and manufacturer promotions that benefit Sourcewell. They will bring these opportunities to members' attention, considering the timing of the promotion in relation to deployment needs.

Rebates: SHI does not provide standard rebates to member contract users, but we are committed to offering our customers the most competitive pricing from the start. This upfront pricing approach is advantageous for Sourcewell members, as it ensures that they receive the best possible pricing right away. We actively collaborate with OEMs to secure additional discounts for large volume purchases and explore any additional manufacturer incentive programs for which members may qualify. Our aim is to consistently provide the most favorable pricing options available. *

Third-Party Manufacturers: While some customers believe they must purchase OEM peripherals, there are many third-party manufacturers that offer comparable products at lower costs. Your SHI account team will present these options to you, allowing you to select the option that best fits your requirements.

Software
Transactional Licensing Programs: These licensing programs offer significant savings to customers making large quantity purchases without making long-term commitments or forecasts. The discount level is determined by a first-time buy-in, sometimes even with just one license. Your IAMs will provide information on eligibility for these discounts during the quoting process, and your AE will identify these opportunities during meetings with members.

Contractual Licensing Programs: Members' AEs review purchase history and make recommendations for contractual licensing programs. These opportunities are typically identified based on comprehensive purchase history reports from SHI. We not only review individual purchases to identify new volume license agreements but also assess current agreements to recommend negotiations for higher discount levels and better terms.

ITAM Services
Our IT Asset Management (ITAM) team helps customers optimize hardware and software investments to ensure continuous compliance and cost savings. With a range of services tailored to customers of any scale and industry, our ITAM team leverages its expertise in managing complex infrastructures. They provide services such as

		data analysis, inventory management, licensing consultation, ITAM policy and process consulting, and service delivery management. Our team of over 80+ ITAM subject matter experts (SMEs) has unparalleled experience in achieving ITAM goals in various complex scenarios, serving customers with infrastructures ranging from 500 devices to 500,000 devices.	
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	When a customer requests the Sourcewell contract, all products will be considered contract purchases and therefore will be quoted with pricing that aligns with our category-based discounts off SHI Advertised Price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract, it would be hard to detail every item that will not come standard with a given purchase. However, pre-delivery inspection, installation, project management, training, and additional set-up services are not part of standard cost unless a customer specifically requests these services at the time of quoting. In addition, non-standard shipping options detailed in question 64 and credit card fees detailed in question 58 are not included in the product price.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs will vary depending on the equipment being ordered. In many cases, client hardware is shipped at no additional cost to the customer. Standard shipping will be covered, but special delivery requirements, expedited shipping, custom configurations or palletized shipments will be subject to a shipping charge. If shipping needs to be charged, SHI will charge the customer actual shipping per purchase. SHI sources products directly from OEMs and an expansive network of authorized distributors. As a reseller, SHI does not directly determine the cost of shipping for each order. Instead, we pass through actual shipping charges which can only be determined at the time of quote as they are based on size and weight. To reduce shipping costs, SHI will ship from the location with inventory closest to the customer's shipping address if possible. SHI can ship products via any method the customer desires. These include: • Standard delivery: The product is delivered to a fixed delivery point (such as a warehouse). Often, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. • Overnight and second-day delivery: this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quoting. • Deskside delivery: SHI’s logistics company delivers the product directly to the end users’ desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with deskside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting. • Inside delivery: The product is delivered to a location inside of a customer's building. SHI’s logistics company unloads the delivery vehicle. Loading dock may or may not be available. There is a fee associated with inside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Orders shipped to destinations in Alaska and Hawaii may incur additional freight fees.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SHI maintains relationships with large IT distributors, as well as smaller, local distributors, and manufacturers directly. We leverage our unique distribution model with these partners to drop ship orders directly to customers' locations. Our extensive network of distribution centers throughout the US reduces time to market for our customers. SHI always ships from the location closest to the customer's shipping address with available inventory and the best pricing option. SHI Integration and Configuration Centers SHI has provided software and hardware integration services for over 20 years to global enterprises, mid-market organizations, and	

state and local government customers. We offer a wide variety of services available through our two state-of-the-art, ISO 9001:2015 certified facilities, Knox (end user compute) and Ridge (data center) —created to provide scalable, customized, and effective integration solutions at every step of the way and for every size of deployment.

Our integration services provide:
- Expertise and experience
- Lower overhead costs
- Certified resources
- Reduced labor costs
- Quicker deployment timelines
- Reduced risk

Our configuration experts and integration centers make configuring and shipping customized hardware a seamless, effortless process. Our goal is simple: to meet and exceed expectations while providing a quality turnkey solution.

Knox Warehouse and Configuration Center
The Knox warehouse and configuration center is used for advanced systems and provides custom-configured, ready-to-ship machines. Our 305,000-square-foot facility is static-free, climate-controlled, and protected by the most rigorous physical security and cybersecurity.

The configuration center employs a variety of servers, network switches, hubs, barcode printers, and cabling to provide a secure and robust production and testing environment. Equipment is regularly added and replaced to keep up with changes driven by technological advancement and client requirements.

Knox contains 330 build stations where SHI team members can simultaneously configure approximately 1,350 devices and utilize an efficient workflow to image and configure up to 3,500 systems per day. The warehouse facility allows SHI to pre-configure and stock machines with the most popular client-specific images to provide minimum turnaround time.

Ridge Integration Data Center
A team of 140 employees staff the Ridge integration center and expands SHI's ability to support advanced data center solutions, including integration services that combine components from multiple manufacturers into ready-to-deploy rack systems. To facilitate expansion, SHI keeps an equal number of completed build rooms and rooms left available for future use. The build rooms are used to build and automate integration workflows to increase the efficiency and accuracy of work. The facility allows SHI to power more than 150 racks simultaneously.

The Integration Data Center Services (IDCS) organization provides technology-related services of the highest quality to support our customers' unique requirements. The IDCS team at Ridge provides a suite of data center services to accommodate any technology need.

SHI integrates individual custom build requirements into our quality control platform for documentation, verification, and reporting. SHI's pre-configuration platforms increase deployment speed and reduce risk and complexity by constructing solutions in the staging facility.

These configuration warehouses offer a variety of support services prior to delivery of end-user and data center hardware.
- Server rack and stack (Ridge)
- Advanced configuration
- Mobile device configuration
- Integrated add-ons
- Asset tagging
- Image deployment
- Laser etching
- Activation
- Kitting
- Custom label and packing
- Inventory management

*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	SHI's Capture and Strategy organization has multiple team members dedicated to our compliance and the success of the Sourcewell contract, including our Capture and Business Development Manager, Contract Compliance, and Contract Reporting Analysts. Capture and Business Development Manager As we mention throughout this proposal, Sourcewell will continue to have a dedicated Capture Manager, Tory Pubylski, working with the assigned SDA to consistently monitor our contract usage, compliance, and opportunities to grow the contract together. The Capture Manager will work with the Compliance team to train all sales teams utilizing the Sourcewell contract immediately upon award so that field and inside sales are aware of how to adhere to accurate contract pricing and terms and conditions of the contract. Tory will serve as the main point contact of for any issues or concerns that arise during the contract. Contract Compliance Sourcewell is looking for a partner that takes contract compliance seriously. We understand the importance of this aspect of the business, which is why SHI's Contracts Compliance organization is focused on meeting agreed-upon requirements. This team is comprised of five members who can confirm we meet the expectations outlined in your RFP and subsequent contract. We do this during the proposal process, contract negotiation, and beyond through: • Issue investigation and resolution • Proactive internal auditing • Proactive tracking of operational obligations • Process improvement recommendations • Strategic updates If inquiries or reviews are required, our dedicated team can investigate and provide findings with a suggested path forward, which we believe will strengthen our working relationship. Pricing, Reporting, and Administration Fees To ensure proper pricing, SHI will create a custom catalog in our system based on the agreement with Sourcewell. This contract pricing is visible to customers on our website—with real-time updates using live data feeds from SHI's suppliers. Our web catalog team manages the catalog content and audits pricing to ensure accuracy. In addition, we can run reports related to purchases made under Sourcewell's contract. Orders placed through the website and with our Inside Sales teams will capture the Sourcewell contract number so the sale will show when the Contract Reporting Analyst pulls the quarterly report. We can also collect data in customized fields and can deliver both standard and custom reports. SHI can deliver standard reports in one of three formats, including: • Contract invoice detail • Manufacturer profile

- Invoice detail

After the reports are reviewed and confirmed to be accurate, the analyst will submit them directory to our Supplier Development Administrator and then coordinate payment with our accounting department for the correct amount in administrative fees to be paid to Sourcewell.

Sourcewell Dedicated Contract Capture and Compliance Team Members *

Victoria (Tory) Pubylski, Capture and Business Development Manager -- As Capture and Business Development Manager, Victoria, or Tory as many know her, manages the SHI relationship with the Sourcewell Cooperative. Tory works to grow SHI's business under our awarded contract with Sourcewell by training our sales teams, joining customer calls, answering customer inquiries, and connecting customers to their SHI account executives. She also works with SHI's account executives to understand the contracts we have available to their customer base, how to appropriately utilize them, and prepare them for strategic upcoming RFPs where there could be an opportunity to increase our support through new contracts.

Tory has supported the public sector at SHI since 2015 as a Sales Support Operations Manager. She joined the Public Sector Proposals team in 2018, supporting government and education until transitioning to her current role in 2022. She feels most rewarded in her role when providing training and information to our sales teams and seeing their passion for how to support their customers as best as possible. She currently resides in Austin, TX.
To learn more about Victoria or to view her background and resume, please visit her on LinkedIn at https://www.linkedin.com/in/victoria-tory-pubylski-604b4583/.

Arianne Mount, Director of Public Sector Contract Compliance — Arianne started her career with SHI more than 15 years ago as an Inside Account Manager. She then transitioned into a sales support specialist role, serving SHI's business units in a sales analyst capacity. That role evolved into a leadership position for two separate teams, which helped manage all incoming legal and proposal submissions. These teams also tracked results and developed data-based strategy updates. Following her success in that role, Arianne was offered an opportunity to manage a proposal operations team focused on the proposal lifecycle, metrics, and data-led strategy. In 2022, she expanded her team to include contract compliance, which supports SHI's salesforce and customers with their public sector contracts.

Arianne currently manages a team of public sector compliance specialists responsible for strategy, reviewing capabilities, initiating new processes to align with customer requirements, tracking cadenced operational obligations, and issue investigation and resolution. She feels most rewarded in the role when her team can impact day-to-day processes for SHI and improve customer satisfaction with their contracts.

Arianne is a resident of central New Jersey. To learn more about Arianne or to view her background and resume, please visit her on LinkedIn at https://www.linkedin.com/in/arianne-mount-2b301146/.

Anthony Sapichino, Sr. Contracts Compliance Specialist—Sr. Contracts Compliance Specialist Anthony Sapichino works at the pre- and post-sales stages to ensure that SHI is compliant with our public sector contracts. In his role, he supports everyone from our proposals team to the post-sales team with compliance issues, helping to ensure that SHI is compliant with all requirements.

Anthony has been with SHI for over ten years, beginning as an Inside Account Manager supporting mid-Atlantic public sector accounts for two years before becoming a manager

		in the strategic space. He was a manager for seven and a half years before recently moving over to the compliance team. Anthony resides in Parlin, NJ. To learn more about Anthony or to view his background and resume, please visit him on LinkedIn at https://www.linkedin.com/in/asapichino/.	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In our experience, there are a few key indicators of success for contracts of this type: 1. Overall sales revenue The first, and most obvious, is simply the number of sales that are being done through the contract. We look for these to grow each month. 2. Number of entities using the contract. We believe that to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract. 3. Number of AEs who are using the contract. In addition to the number of public entities that use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our cooperative contracts. 4. Customer Feedback. We rely on our customers to provide feedback with regards to doing business with SHI and believe this contract's success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their job easier. When we lead with Sourcewell and educate members on value, we expect we will get positive feedback. SHI has tracked these numbers under our current awarded contract and based on these metrics, SHI's current Sourcewell contract has been very successful. We will continue to analyze this same data under a new awarded contract to ensure we stay on the same path.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	(•) Yes ( ) No	( ) Yes (•) No	( ) Yes (•) No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are pleased to offer our comprehensive catalog of products and services to meet the unique needs of each Sourcewell member in response to this RFP. We pride ourselves on our vendor-neutral approach, which allows us to provide the most suitable technology solutions for various IT environments. Our offerings span a wide spectrum, from software and hardware to cloud services and more, courtesy of our extensive partnership network of over 15,000 product partners. SHI is committed to offering full IT solutions to Sourcewell members, ranging from basic software and hardware commodities to sophisticated, end-to-end data center solutions. Our expertise in crafting IT solutions that perfectly align with our customers' needs ensures that your members will benefit from our wealth of knowledge in designing, implementing, and optimizing IT ecosystems. We offer a broad range of IT solutions that cater to the unique needs of Sourcewell's members. 1. Hardware and Software Products: SHI offers a wide array of hardware and software products from leading manufacturers. We collaborate with top technology partners such as Apple, Microsoft, Adobe, Dell, HP, and Cisco. 2. Advanced Solutions: SHI provides advanced solutions like cloud computing, data center infrastructure, networking, and security. Our cloud solutions include services for public, private and hybrid cloud environments. 3. IT Asset Management: SHI helps businesses manage their software and hardware assets more effectively. We provide services for software licensing, hardware lifecycle management, compliance and risk management. 4. Professional Services: SHI's professional services team can help with everything from initial assessments and consultations to full implementations. These services can help members optimize their IT environments and implement new technologies. 5. Support Services: To ensure smooth operation, SHI offers a range of support services, including hardware maintenance & support, software support, and managed services, delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network. 6. E-commerce: Our robust e-commerce platform allows customers to purchase IT products easily and track their orders. 7. Sustainability: SHI also focuses on providing sustainable IT solutions. We offer services like IT asset disposal and recycling to help customers reduce their environmental impact. In summary, SHI's wide range of IT solutions is designed to help entities address their technology challenges, optimize their IT investments, and navigate the ever-changing technology landscape. Our strategic technology partnerships can be viewed on the partner page of SHI.com. https://www.publicsector.shidirect.com/public-sector/brands Our purpose is to provide the best overall value to Sourcewell, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with your mission to "provide leading solutions that empower community success," and we accomplish this by remaining laser-focused on customer relationships: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	SHI is a customer-centric provider of diverse software, hardware, and IT products. We are proud of our wide array of services and support, offered directly or via our expansive network. We collaborate with 15,000 unique publishers and OEMs, holding top-tier certifications from leading OEMs such as Apple, Cisco, Dell, HP, Microsoft, and VMware. As the technological landscape evolves, so does our product catalog, constantly updating to meet customer demands. Our IT solutions range from software and hardware procurement to comprehensive data center solutions. Below, we provide subcategory titles along with details on some of our most up-to-date solution offerings. Hardware End-User • Devices - PCs, Laptops, Tablets and Smart Phones • Peripherals – Monitors, Cables, Accessories like Keyboards, Mice, Headsets, Memory, and Audio/Visual Equipment, etc. • Digital Signage, Kiosks, and Touchscreen Devices • Mobility – Tablets, Smart Phones, Printers, Mobile Device and App Management • Unified Communications and Collaboration (UCC) – Devices, conferencing and collaboration platforms, cameras, headsets, etc. • Services: Imaging, configuration, asset tagging, inventory, warehousing, kitting,

and shipping
Print - Printers, Scanners, MFDs, Toners and Supplies
Data Center - Servers and Storage, Power and Cooling, and Services: Configuration, asset tagging, kitting, and shipping
Networking – Wireless, Routers / Switches, SD WAN, Connectivity

Software
SHI has partnerships with thousands of software partners, including key relationships with publishers like Microsoft, Adobe, IBM, VMware, and SAP, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network.

Cybersecurity/SOC Monitoring
As your organization pursues cloud, digital transformation, and remote workforce strategies, SHI can help you defend against cyberattacks' growing threat and navigate complex regulatory requirements. SHI works with leading cybersecurity technology providers to promote sound information security governance and ensure that your infrastructure, data, and people are protected.

Our solutions center around Identity and Access Manager, Application Security, Data-Centric Security, Data Center and Cloud Security, Threat and Vulnerability Management and services, including security risk assessments, incident response, program strategy and operations, and security strategy consulting.

From assessment to implementation, we help organizations reduce risk with a dynamic approach that strikes the right balance between people, processes, and technology. Here are some of the ways that we can advance your cybersecurity:
• Secure Governance: In a rapidly evolving landscape of threats and regulatory obligations, SHI helps you address cybersecurity governance challenges by effectively setting strategy, standardizing processes, enforcing requirements, and ensuring you have the resources in place to achieve security and business goals.
• Secure Infrastructure: SHI takes a balanced approach to cybersecurity that ensures consistency across on-premises, hybrid and multi-cloud environments. Our experts help you address modern data center challenges with a strategy that starts with architecture and optimizes security controls and policies.
• Secure Data: SHI helps shift your focus from trying to secure everything to protecting what matters most – your data. We work with you to locate and understand your sensitive data, so you can establish exactly what you are trying to protect and ensure the appropriate controls are in place.
• Secure People: We partner with you to address the human element of cybersecurity. Our solutions and services enable you to thwart attacks that exploit human vulnerabilities, including malware, phishing, and impersonation across email and the cloud.

Cloud
Our Cloud solutions teams can help customers navigate Public and Private Cloud Environments, as well as Software as a Service (SaaS), Hybrid SaaS, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Database as a Service (DBaaS), Unified Communications as a Service (USaaS), “X” or Miscellaneous as a Service (XaaS or MaaS) solutions. We also offer a wide range of cloud services, including cloud migration, optimization, and management, and we have partnerships with major cloud providers like Microsoft Azure, AWS, and Google Cloud.

EULA Management
SHI offers EULA review services for a fee. The end-user license agreement services are performed by a contract administrator experienced in negotiating software license agreements. These services offset the burden of risk our customers must manage for what is considered "long tail" software publishers, meaning those non-major or strategic partners. SHI works with you to establish a playbook of rules, processes, and policies related to identifying risk and how best to contractually address the various software publishers in scope. After a negotiation, SHI prepares a summary for your review and action. This summary would include details about any remaining risks, concessions made, requirements the publisher refuses, etc.

Advanced Solutions Group (ASG)
The IT landscape has seen significant changes over the past decade, with a growing focus on holistic solutions that address evolving customer needs, as opposed to mere commodity products. Responding to this shift, SHI developed our Advanced Solutions Group (ASG) to provide solution-based support. This team, comprising over 600 technical experts holding 3,000 certifications in various products and solutions, is dedicated to meeting Sourcewell members' requirements, guiding you to the right technology, and aiding in integrating that technology into your environment. The Advanced Solutions Group, like all of SHI, maintains a vendor-neutral stance, utilizing its vast experience to tailor discussions that best suit each member's specific needs. We provide support during the strategy and solution design phase of a project, assisting with planning, assessments, conceptualization,

proof of concepts, and procurement of demo units.

Our ASG team has focused solutions groups including:
- o End-User/UCC
- o Cloud Design, Adoption, Optimization and Management
- o Data Center Technologies – Server/Storage/Backup
- o Networking – Core, Edge and Transport
- o Security Solutions

These teams, include solutions engineers and professional services support, working arm-in-arm with our devoted OEM partner teams to assist our customers in keeping pace with their evolving IT needs and facilitate seamless technology adoption.

Professional Services
Our professional services teams are vendor-neutral and use an extensive range of experience to help tailor conversations optimally for any member's specific environment. We see our professional services offerings as a differentiator in the hardware and software reseller marketplace. Our objectives are to 1) help ensure our customers are purchasing the right solution, 2) help our customers deploy the chosen solution as rapidly as possible while minimizing risk, and 3) maximize customers' adoption of the chosen technology, thereby maximizing the value of their investment.

Managed Service Provider (MSP)
SHI's Managed Service Provider (MSP) solutions include a wide range of services, such as network management, cybersecurity, data backup and recovery, cloud services and our complete portfolio of Modern Workplace Services.

Modern Workplace Services
SHI's Modern Workplace Services (MWS) cover hardware Lifecycle Services, Multi-Vendor Platform Support (MVP), Asset Recovery, Digital End-User Experience (DEX), Staff Augmentation, Mobility and Warranty services.

Lifecycle Services
The modern workplace has become increasingly dynamic. However, varied locations, schedules, and technology use can all be costly considerations when managing your workforce. SHI's Device as a Service (DaaS) solution is designed to help Sourcewell members adapt to this change, providing outcomes that achieve cost and operational efficiencies. We provide comprehensive management of all your devices across every stage of the asset lifecycle and are committed to keeping your end users productive and engaged.

Our customizable solution ensures you have the devices you want, the support you need, and the lifecycle of your devices managed based on a predictable, monthly, per-device cost. DaaS is an alternative to a traditional lifecycle services procurement approach. It provides customers access to the latest end-user computing and all-inclusive managed services to help meet their ever-changing technological needs. Each DaaS engagement is customized to include configuration, deployment, technical and warranty support, and IT asset recovery and disposal solutions.

DaaS can provide substantial benefits to members, including increased flexibility and multiple device options, and it accommodates IT budgets and operations with OpEx, hybrid and CapEx models. The DaaS model allows for a per-unit, per-month fee for the member's contract term, including the hardware's pricing and all related services.

ZeroTouch Provisioning
Regardless of the devices and operating systems that customers opt for, SHI can aid them in establishing a ZeroTouch deployment strategy. This is possible due to SHI's leadership in Zero Touch capabilities since its inception in 2011, and its commitment to OEM program adoption.

SHI provides support for a variety of platforms, including Apple Business Manager, Windows Autopilot, Chrome Zero Touch Enrollment, Android Zero Touch Enrollment, and Samsung Knox Mobile Enrollment.

With a history of being at the forefront of such services, SHI was the first reseller to offer Apple Business Manager, enroll devices into Autopilot, and provide ZeroTouch Services for Chrome.

Multi-Vendor Platform Support
MVP Support helps businesses confidently support multiple enterprise platforms to dramatically reduce costs and eliminate complexity often found with multi-vendor support services. MVP Support is a global support solution powered by Level 3 engineering PODs, service delivery, critical incident management, and a powerful integration platform to support complex vendor escalation workflows and processes.

Digital End-User Experience (DEX)
SHI's Digital Employee Experience (DEX) service provides an accessible view of everything affecting an end-user's performance. It fosters a productive user experience in which IT issues are detected, diagnosed, and resolved often before users even feel the impact. Our DEX Managed Service includes deployment, configuration, and optimization of your digital experience platform, allowing you to take full advantage of your current OEM toolset. We allow our customers to sit back and relax by helping them gain complete visibility and insight through advanced dashboards to create automated and proactive responses, resolving issues before disruptions occur.

Staff Augmentation
SHI's Staff Augmentation program is built on the expertise of our elite partner network of staffing providers. SHI maintains relationships with a wide range of staffing partners around the world, enabling us to find the right blend of SHI internal and staff augmentation resources to address even the most complex requests. Through this robust network, SHI can ensure that our customers have a deep and diverse candidate pool as they seek to accelerate their business by infusing talent and expertise through staff augmentation.

We source the perfect IT professionals for your needs by:
- Obtaining a complete understanding of each assignment.
- Developing a thorough search plan that may include pre-identified targets, organizations, resumes in our database, Internet advertising and searching, and engaging one of our qualified partners.
- Conducting a multiple screening process, which includes our technical recruiter, recruiting manager, and one of our technical resources.
- Checking professional references prior to the client interview.
- Presenting our top candidates to you for review and interview.

SHI provides members the benefit of having fast responses from our dedicated resources who act as a single point of contact to assist with onboarding and off-boarding candidates with no hidden fees all backed by our reliable recruiting process.

IT Asset Management (ITAM)
The IT Asset Management (ITAM) team at SHI helps our customers optimize Hardware and Software investments to ensure continuous compliance and cost savings. The ITAM team at SHI has a full portfolio of services to support customers of any scale, industry, and sector. With a team of over 80+ ITAM SMEs, many of whom are former auditors themselves; SHI has Data Analysts, Inventory Engineers, Licensing Consultants, ITAM Policy and Process Consultants, and Service Delivery Managers on hand to become an extension of your existing resources.

Our ITAM team provides SAM services to customers ranging from 500 devices to 500,000 devices with widely varying and complex infrastructures. ITAM Services combine:
- Volume License expertise supporting the world's most complex IT environments since 1989.
- Inventory and discovery expertise
- "Best of Breed" SAM toolsets
- SaaS-based IT Asset Management platform with 24/7 web portal
- Best Practice Service Management
- ISO 19770-1 aligned SAM Process and Policies
- Dedicated SAM Licensing and Inventory Consultants, Licensing and Inventory Engineers, Process and Policy Consultants, Service Managers, and former auditors.
- Compliance and optimization baseline: A license compliance and optimization baseline is a one-time assessment of a publisher or publishers that identifies trends in your current licensing, surplus license opportunities, and licensing deficiencies to be reconciled. With the baseline, you can make informed decisions regarding license contracts, maintenance renewals, and software procurement for cost savings, reduced risk, and recycled software assets.
- Audit defense: SHI has a full, rapid-response audit defense team to assist customers in any audit situation. This service has resulted in an average settlement of 10% of the publisher or auditor's findings.

Workshops and assessments: We provide various customer workshops and assessments, from ITAM maturity assessments to cloud readiness reviews to ITAM ROI value workshops. Whether you are unsure of what software your organization has deployed, what software your license agreements entitle you to deploy, are looking to mitigate compliance risk, or reduce overall software costs, our IT Asset Management services can help you take control of and manage your assets.

The Workshop
The SHI Software Asset Management (SAM) Planning Workshop ("the Workshop") is

a compact, disciplined process that ensures the right software entitlements, measures, and collection processes are in place. The Workshop brings together all the personnel, skills, and experience needed to coordinate and plan the complex process of gathering information for asset and compliance management. The Workshop ensures that you have addressed all the software audit risk areas and are prepared to deflect audit threats and defend against audit claims without the typical (and expensive) audit "fire drill".

SHI's SAM Workshop describes all of the infrastructure and processes necessary for the effective management, control, and protection of software assets throughout all stages of their lifecycle. The strategic goals of SAM include (but are not limited to) the following:

- Control cost and business risk for a stronger financial position
- Optimize existing software investments to enable you to do more with what you have.
- Help your organization become more agile by making better use of resources, even in changing business conditions.

SAM provides the following benefits to customers:

- Cost Savings: Lower costs associated with purchasing and maintaining a software library by capitalizing on vendors' overall buying power through single-volume license contracts.
- Risk Management: Control business and legal risks related to improper software deployment.
- SAM Advantage: Stay ahead of the competition through streamlined operations and faster time-to-market.
- Good Governance: Achieve and demonstrate compliance with your responsibilities under government legislation, such as Sarbanes-Oxley.
- Disaster Protection: Protect your company's valuable software assets in the event of unexpected adversity.

Whether the goal is streamlining the business of IT with innovative eProcurement, fulfillment, and IT asset management solutions; building hybrid data center and storage solutions; securing your growing diversity of data and assets; or building a truly collaborative digital workplace, SHI has your back at every stage of the technology lifecycle.

Scholastic Esports
SHI’s dedicated team of education and technical experts is taking over the scholastic esports space by helping high schools and colleges discover the power of esports and learn the intricacies of the industry. Integrating esports with STEM and CTE enables educators to create a curriculum that aligns with workforce sectors and industries to attract more students.

Scholastic esports (electronic sports) programs are revolutionizing student engagement. The goal of esports is to create high-quality, developmental experiences so students of all backgrounds and abilities can use this as a universal platform to grow socially, emotionally, and academically.

As innovative schools are accelerating their esports environments, this digital transformation is helping students engage in STEM and technology-focused activities, professional development, and school clubs and sports programs. However, the growth and popularity of scholastic esports represent new technology challenges for our customers to procure a successful platform and educational program.

To meet these needs, SHI has developed a team dedicated to esports, which handles everything from building out arenas to curriculum creation. Our objective is to enable schools to build effective and successful esports programs through:

- Professional training, development, curriculum, software (coaches and players)
- Esports tournaments (UGC)
- Grants support/procurement
- Selling esports equipment that reacts just as fast as you do!

These solutions can be customized to the specific needs of any given school through a comprehensive discovery and consulting process. SHI offers avenues of existing curriculum to use as your own, or expert advisors to help create your own or modify a pre-existing package of curriculum. SHI helps identify, plan, and build an esports program that’s right for each organization.

STEM/STEAM
STEM/STEAM technology includes products and/or tools related to supporting education in the fields of Science, Technology, Engineering, Art, and Mathematics. In this age of constantly emerging technology, educators have shifted to focusing on future readiness by helping students increase their digital literacy, driving innovation, and providing them with skills around critical thinking and problem solving, empowering their success so they will be ready to face the world’s challenges and

solve real-world problems. Here are some examples of STEM technology products:
- Robotics Kits used to teach principles of robotics and programming.
- 3D Printers used in engineering and design to create prototypes and models.
- Coding and Programming Tools: Software like Scratch, Python, and Arduino are used to teach programming and computational thinking.
- Drones and Quadcopters are used for research and education, such as studying weather patterns or learning about aviation and mechanics.
- Virtual Reality (VR) and Augmented Reality (AR) Equipment provide immersive learning experiences used in fields like design, architecture, and medicine.
- Mathematics Software like GeoGebra, Mathematica, and MatLab are used to study and visualize mathematical concepts.
- Educational Apps and Games designed to teach various STEM concepts in an interactive way.
- Electronic Kits teach electronics and circuitry.
- Maker Spaces Equipment includes various tools and materials for hands-on exploration, such as woodworking tools, sewing machines, laser cutters, etc.

Public Safety and Public Works Solutions
Public safety is not just a concern for police and emergency personnel, but also for cities, counties, schools, and universities. Our public sector sales teams support all of these entities and we offer the following solutions to address their day-to-day needs for communication, security, and safety.
- Security/Surveillance Cameras, Body-worn cameras, and related software.
- Rugged Notebooks and In-car Mounting Hardware
- Drones and Add-Ons for Drones; UAVs (Unmanned Aerial Vehicles)
- RFID Devices, Antennas, Receivers
- Physical locking solutions and portable security hardware
- Software Solutions: Gunshot Detection Software, Investigative Analytics and Interview Room Surveillance Software, Biometric Authentication Software, License Recognition/Reader Software and Mass Emergency Notification Systems

Smart City /Internet of Things (IoT) Solutions
Technology is ever evolving and growing, just as cities are constantly expanding and growing. From a combined evolution emerged “smart cities.” The goal of a smart city is to optimize city functions and promote economic growth while also improving the quality of life for citizens by using smart technologies and data analysis. SHI is here to help guide our customers to find the technologies that can help turn their vision of a smart city into a reality.

Smart cities use a variety of technologies including software, user interfaces, communication networks, the Internet of Things (IoT), the cloud, and data center technology to deliver connected solutions for the public. With SHI, our customers have access to multiple platforms, a variety of hardware for backup connectivity, and access to multiple vendors—including industry giants like AT&T, Verizon, T-Mobile, Cisco, Intel, and more. We support our offerings with access to vendor-neutral solution architects and engineers, dedicated solution support teams, OEM support teams, and external resources from our hardware and software partners. Together, we provide expert resources to understand your smart city needs and recommend solutions from networking connectivity and handheld devices to server storage and cloud options.

We understand that smart cities and IoT are the technology of the future which can impact and improve the lives of the communities we live in. No matter where you are in your smart city solutions journey, SHI can help you accomplish your technology goals leading us to a smarter tomorrow.

SHI continues to refine our product and service offerings to meet the dynamic needs of our customers in an ever-changing technology landscape. The breadth of SHI’s solution portfolio is extensive, and including all sub-categories here would be overwhelming. However, Sourcewell members can rest assured knowing SHI has the expertise and resources to facilitate the right solution for each member's unique environment.

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	(•) Yes ( ) No	
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	(•) Yes ( ) No	
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	(•) Yes ( ) No	
77	Software related to the purchase of the equipment described in Lines 74-76 above;	(•) Yes ( ) No	
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	(•) Yes ( ) No	
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	(•) Yes ( ) No	

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	SHI has the capability to report on green-certified products and does so for numerous customers. SHI will work closely with members to identify and understand green reporting requirements.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Acer-Fully Authorized Globally Acronis-Platinum Partner Adobe-Adobe Platinum Reseller AirWatch-Premier Alteryx-DMR Partner (Distributor Managed Reseller) Altova-Elite APC-Elite Business Network Partner Apple-Corporate Reseller (Authorized 20+ years) Arbor-Premier Arcserve-Platinum Arctic Wolf-National Partner Arista Networks-Authorized Aruba Networks-Platinum Asus-Authorized Atlassian-Authorized Reseller Attachmate-Platinum Partner Autodesk-Volume Channel Partner (VCP) Avaya-Sapphire Reseller AWS (Amazon Web Services)-AWS Premier Consulting Partner; AWS Managed Services Partner Barco-Authorized Partner, Gold Barracuda-National Belkin-Authorized Partner BenQ-Silver BeyondTrust-Platinum Partner Bitdefender-Gold BitSight-Evangelist Partner Blackberry-Authorized

		Box-Premier Broadcom-Elite Brother-Authorized Partner C2G-Platinum Partner Canon-Authorized Partner Carbonite-Premier Partner CheckPoint-Three Star National Partner Cisco-Gold Partner Citrix-Platinum Partner Cleartouch-Highest Cohesity-Strategic National Partner Commvault-Market Builder - Top Tier Cradlepoint-Premier NSP CrowdStrike-Elite Partner CyberArk-Advanced Partner CyberPower-Elite Partner Cylance-Authorized Datawatch-Platinum Delinea-Authorized Reseller Dell-Dell EMC Titanium Black (Authorized 15+ years) D-Link-Gold Level Druva-Elite Partner DynaBook-Platinum Preferred Eaton-Authorized Partner Elastic-Professional Partner Entrust-Professional Partner Epson-Epson Business First Gold Partner Ergotron-Gold Erwin-Authorized ESET-Silver Exagrid-Authorized Reseller (Highest level) ExtraHop Networks-Gold Extreme Networks (ExtremeNetworks+Aerohive)-Diamond F5-Platinum Partner Facebook Oculus-Authorized Reseller Forcepoint-Titanium Partner Forescout-Platinum Fortinet-Expert Fujitsu-Authorized Partner GitLab-Select Partner Globalscape-Authorized Good Technology (Blackberry)-Authorized Google-Premiere Partner GoTo-Platinum Partner Hewlett Packard Enterprise-Platinum Partner Honeywell-NBR (National Broadline Reseller) HP, Inc.-Power Services Partner (Authorized 25+ years) HPE Aruba Networking Division-Platinum Partner IBM Hardware-Gold IBM Software-Gold Business Partner Infocus-National Partner Intel-Intel Partner Alliance Titanium Member IPSwitch-Titanium Ivanti-Platinum Jabra-Premier Partner JAMF-Gold Partner JetBrains-Authorized Juniper Networks-Juniper Elite KEMP-Authorized Kingston-Authorized Reseller Legrand (includesC2G, Chief, Da-Lite, Vaddio)-Authorized Partner Lenovo-IDG (Client) (NSP, National Solution Partner); ISG (Datacenter) (NSP/Platinum Partner) (Authorized 12+ years with Lenovo (IBM 20+)) Lexmark-Tier 1, Diamond Edge LG-Authorized Reseller Logic Monitor-Authorized Reseller Logitech-Authorized Partner LogMeIn-Authorized LogRhythm-Services Authorized Reseller (Highest Tier) Malwarebytes-Platinum Partner ManageEngine (Zoho)-Authorized Meraki-Gold MicroFocus-Platinum Partner Microsoft (Hardware)-Multi-National Authorized Device Reseller and Authorized Global Surface Reseller Microsoft (Software)-Authorized LSP, AER, SPLAR, MOSP and Government Integrator;

		GSA & DISO Authorized; Authorized Azure Expert MSP Mimecast-Elite Partner MobileIron-Iron Nasuni-Premier NetApp-Star Reseller Netgear -Reseller NetIQ (Micro Focus)-Platinum NetScout Systems (Arbor Networks)-Platinum Netwrix-Platinum Partner Nimble-Platinum Novell-Platinum Partner Nuance-Authorized Nutanix-Master Level Partner, Cloud Champion Nvidia-Elite (vPro, Quadro, Tesla), Preferred (DGX) OKTA-Elite Level Partner Open Gear-Premier Partner (Highest level), Elite OpenText-Authorized Reseller Oracle-Oracle Hardware & License Sell Track Partner, Global Platinum Paessler-Gold Partner Palo Alto Networks-Diamond Panasonic-Tier A Reseller Parallels-Premier PingIdentity-Platinum Partner Poly (Plantronics & Polycom)-Platinum Partner Progress Software (Kemp)-Titanium Authorized Partner Promethean-National Partner Proofpoint-Platinum Partner Pulse Secure-Authorized Pure Storage-Elite Partner Qualys-Supported Partner Quantum Storage-Premier Partner Quest-Platinum Plus Partner Rapid7-Gold Level Partner Raritan/ServerTech-Authorized Reseller Red Gate-Authorized RedHat-Red Hat Advanced Business Partner Ribbon Communications-Bronze Riverbed Technology-Elite Partner RSA-Titanium DMR Partner Rubrik-Elite Plus Partner Ruckus Wireless (CommScope)-Elite Partner Samsung-Client P4 Platinum Level Partner, Strategic Business Partner. For mobility - Blue Level SanDisk (Western Digital)-Gold SAP BusinessObjects-Silver, Large Account Scale Computing-Platinum SentinelOne-Platinum Partner Sharp – NEC-Authorized for Sharp Electronics Display Solutions SilverPeak-Platinum Level Smarsh-Hybrid Cloud & Emerging Partner SolarWinds-Elite Partner SonicWALL-Platinum Partner Sony-Gold Sophos-Sophos Select Partner Spectra Logic-Elite VAR Splunk-Premier Partner StarTech-Authorized Partner SunOracle-Platinum Supermicro-Tier-1 Diamond Suse-Platinum Level, Specialized in Sell and Manage Symantec-Premier Partner Synology-Authorized Reseller Tableau-DMR Partner Tanium-Partner Plus Targus Authorized TeamViewer-Authorized Reseller TechSmith-Preferred Partner Tenable-Platinum Reseller Thales-Platinum Tintri-Elite Partner Toshiba-Platinum Preferred Trellix-Platinum Partner TrendMicro-National Channel Partner TrippLite-Authorized Partner Tripwire -Platinum Partner Unitrends-Top Tier

		Varonis-Gold Partner Veeam-Platinum Partner Veritas-Platinum Partner Vertiv (Emerson, Liebert, Avocent)-Diamond Partner ViewSonic-Authorized Partner VMware-Corporate Reseller – Premier Level; Partner Professional Services – Enterprise Level; Aggregator – Premier Level Western Digital-Authorized Xerox-Authorized Partner, Gold Zebra-Authorized Partner / Specialist DMR Zoom-Performance Zscaler-Gold
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	Proactive Renewal Management SHI's Proactive Renewal Management (PRM) is a value-added service offered at no additional cost to Sourcewell's members. PRM is primarily supported by SHI's PRO Renewal Organizer (PRO) tool but also includes SHI's contract indexing tool, Fine Print, and other value-added services. For a fee, PRM includes ITAM services to help customers optimize their IT investments and achieve cost savings. It can be challenging for organizations to proactively track expiring IT assets, maintenance, and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations rely on the publishers and manufacturers to provide renewal notifications, which can result in missed discount opportunities or unwanted renewals of software you no longer use. In response to our customers' growing needs around expiring software, warranties, support agreements, and product maintenance programs, SHI created the PRO tool. This PRO organizer tool compiles your technology renewals into a centralized, rolling, 36-month timeline for simplified budgeting and renewal management. Customers can access the tool via SHI.com, with 24/7/365 availability. By addressing renewals in advance, you have the option to employ SHI to negotiate with the vendor on your behalf in the following areas: • IT asset selection: If better IT assets are available, SHI will negotiate with vendors to procure the better assets for our customers. • Product equivalent: SHI works with vendors to find our customers the best replacement when a product becomes unavailable. • Better pricing: SHI has quoting and pricing processes to help our customers realize cost savings across IT spend. Where possible, we pass those savings along to our customers. • License agreements: SHI collaborates with vendors to ensure our customers receive the correct number of licenses, obtain the best deals, and have licenses for the correct period. SHI also helps customers manage EULAs. Optimizing Renewals The PRO tool stores a complete list of the hardware and software your organization uses and automatically notifies your SHI account team 90 days prior to expiration dates. Replacing products without a warranty can be costly. SHI's PRO tool can track a member's IT assets, and it can also track maintenance and support renewals. Maintenance renewals are typically for hardware maintenance but can extend to software. For hardware, there is usually a warranty or maintenance offering that can sold in tandem, or there may be a base-level option included on the initial purchase, which must be renewed after the initial coverage term ends. For software, members can purchase licenses for a specified period. When the license agreement expires, the agreement needs to be renewed to continue using the software. For software subscriptions, SHI's PRO tool can help you track your software and guarantee you only pay for the software you use. Outdated equipment and expired software licenses can slow your employees' productivity. Effectively managing your IT assets is not an easy job, but with SHI's PRO tool, you can eliminate wasted time by ensuring employees always have access to the right equipment and software. Audit Protection There are two major risks associated with the unauthorized use of software licenses. First, poor software asset management can result in security vulnerabilities. Second, organizations risk unknowingly committing copyright infringement when unauthorized users download multiple instances of the software. To manage risk, SHI's PRO tool closely tracks your software licenses and usage, preventing unauthorized users from installing software provided under a license agreement managed by SHI. Some organizations choose to or must undergo a

software licensing audit or software compliance audit.

By using SHI's PRO tool, your organization safeguards itself from liability.

How it Works
When new orders are entered into our system, your account team can pull the information into our PRO tool. The tool is designed to notify your account team 90 days prior to the software expiration date; however, 120 days prior to the expiration date, the renewal is assigned to the AE managing your account. Working closely with the member, SHI can learn when and how often they would like quotes sent and how many days prior to software expiration dates they prefer notification.

Your SHI account team then actively works with the customer's procurement team, IT department, or designated point of contact to review options. Regular follow-up continues until the purchase order is placed or the customer indicates that they are no longer interested in renewing the maintenance or support agreement.
When the customer receives an email containing a renewal reminder, they are given the following three options:
- Option 1: "Yes, please send me a quote."
- Option 2: "No, Thanks."
- Option 3: "I would like to schedule a meeting to discuss."

The renewal reminder also gives the following information about software renewal: software expiration date, software publisher, product, SKU, order date, purchase order number, invoice number, and invoice date.

If an IT asset was not purchased through SHI and the customer completes the PRO form to allow SHI to track the asset, SHI only receives the expiration date of the software, software publisher, product, and SKU.

The customer need only click on option 1, 2, or 3 to send a response back to their account team.

Through our PRO tool, we offer proactive management of maintenance, warranty, and support plans that save time and money. With the customer's permission, any products purchased from SHI—or elsewhere—with an expiration date of any kind can be loaded into your renewal organizer. SHI does not see prices for IT assets purchased outside of SHI.

Quotes
In addition to renewals, the PRO tool tracks quotes. At any time, a customer can log in to their SHI.com portal and view their quotes. We keep a complete database of all quotes; however, SHI does not have access to any quotes provided by other resellers because quotes include pricing information.

Sometimes, upon renewal, vendors require a new quote altogether. Our system notifies us of vendor preferences and gives SHI the opportunity to negotiate with vendors on your behalf. This eliminates any additional work on your end. SHI does the work for you, collaborating and negotiating with vendors to provide quotes that best meet your needs.

PRO Timeline
The PRO Timeline is an interactive tool that displays upcoming renewals for the customer's OEMs.
- Users can click the reporting icon to run an in-depth report on the PRO Renewals. Reports can be exported and emailed to a co-worker as well.
- Users can also view a history of the original order.

Through the renewal timeline, SHI provides visibility and clarity around renewals for your organization, complementing the workflow of your own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances, SHI's PRM service even replaces or fills a void in our customers' existing workflows.

Benefits of PRO
In addition to the timeline, our PRO platform has several built-in dashboards and reports to facilitate ease of use. Additionally, you can click on the PRO Renewal Timeline to view more details. If you need to share the timeline within your organization, the timeline can be exported into Excel.

Moving Renewal Management to SHI
We have extensive experience onboarding new customers and importing their license data for future reporting and renewals. SHI onboards hundreds of new customers every year, and the process for onboarding will vary depending on the size, scope, and licensing needs of the customer. SHI's account team collaborates directly with the customer and software publishers to identify and gather necessary information on each

		licensing program and agreement. Once we receive the contract information, we populate our PRO tool database and grant your organization access. To minimize hassle, your account team and our software licensing experts work with you to complete and submit the necessary change of reseller form or process. The PRO Authorization form permits SHI to pull licensing history from manufacturers and publishers, including anything purchased elsewhere. The form provides the licensing type, quantity, coverage terms, and entitlement or agreement numbers, but does not give SHI access to previous pricing. The sole purpose of the PRO Authorization form is to help SHI better track your purchases so that we can better support your organization in the future. Just like the PRO Renewal Management service—the PRO Authorization form is optional for customers to complete. Sustained Value-added Benefit SHI's Proactive Renewal Management is a free value-added service for all our customers. The PRO tool gives your organization peace of mind, proactively managing maintenance, warranty, and support plans. With products purchased through SHI automatically loaded into your renewal organizer and quotes automatically sent to you 90 days before the expiration of the service, you can rest assured that SHI keeps track of your software assets. Speak with your account team to find out how to maximize the benefits of Proactive Renewal Management for your organization. Product security patches/fixes and updates for third-party products SHI resells are the responsibility of the manufacturer.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	SHI.com is SHI's single-source procurement platform available to all SHI customers. With over 470,000 products available, our platform offers the latest functionality in a user-friendly interface. From the comfort of the office, members can access the most recent catalog features, customization options, approval routing, workflow, reporting, order status, and our PRO Renewal Organizer (PRO) Timeline. SHI's procurement platform provides an efficient and intuitive way to access your customized catalog of products and procure any of those products at any time. SHI.com's business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information and enable you to find and compare SHI's products, view key metrics (like frequently viewed products and contract or standard items), and simplify purchasing. Access Each authorized user within an organization has a username and password that automatically links them to the approved customer catalog with your contracted pricing. A manager with employee admin permissions can create and disable user accounts. The platform is designed to support self-service functions, including registering new users — of which there is no limit. As an IT company, we take privacy and security seriously. Your information will not be shared with software publishers or third parties without explicit permission. Search Features Customers can easily find products using our intuitive search functionality. You can select up to five products to compare item features side-by-side. In the product details of a viewed item, you can also add an item to your favorites list. SHI delivers a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products, contracts, or standard items. Our catalog is updated daily with the latest information from our partners. SHI.com shows product availability, and if the stock is not currently available, the catalog displays an ETA for quantity and time frame for restocking. If the product in question is out of stock, SHI recommends engaging your dedicated SHI account team for further assistance. We may be able to recommend an alternative option that is currently available. For products not listed in the catalog, your sales representatives have the ability to upload a tailored quote to the website. This quotation can be conveniently added to the shopping cart to streamline the ordering process, eliminating the requirement for a separate non-catalog buying procedure. Order Placement SHI provides an easy-to-use Checkout Process that can also be customized to your specifications: • Users can save addresses to an address book to easily select the appropriate ship-to address. • Custom Data Collection—we will create fields to collect the information you need about the purchases your employees make (department, project code, cost center, and so on).

		• For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase. • See the freight based on the shipping address entered. Some customers require that additional information be captured with each hardware purchase. Therefore, SHI has designed an “interview page” to collect pertinent information. Order Tracking SHI.com provides a wide range of search options to quickly locate and view order statuses, tracking information, serial numbers, and invoices. Returns Our return process is simple. To request a return, contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number and a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the product picked up directly. Once the return has been fully processed, SHI will credit the customer’s invoice. In addition, we send out replacement orders before receiving returns to expedite the process for the customer. More information and details are available at SHI’s Return policy. Approval Routing Only authorized users within your organization can submit orders on SHI.com. However, many of our Public Sector customers allow their employees to request products, but not place orders. To accommodate ordering for those employees, SHI provides approval routing through SHI.com. With support for as many levels as your organization requires, requisitions are forwarded to the appropriate people for approval. Once an order is approved, the requestor (and anyone else listed to receive notices) will receive an email confirming approval; the order will then be uploaded into SHI’s internal order processing system. Reporting The ability to run real-time reports on SHI.com is based on permissions assigned to the usernames; so only authorized users within the organization can run reports. Your SHI account team can also run reports and set up email delivery directly to you. All reports can be set up on a subscription basis and delivered automatically daily, weekly, quarterly, or in whatever frequency you choose. Business intelligence (BI) data is refreshed hourly from our ERP system where the order and invoice data are captured. Data is up to date in BI within one to two hours of when the order is invoiced in our ERP system. Customization SHI adds relevant content to the website regularly and offers tremendous customization. On your SHI.com homepage, we can display your logo, welcome messaging, highlight featured products and company standards. Also, the News and Announcement section can provide pertinent product announcements, end-of-life information, support information, promotions, webinars or unique event invitations, and other industry news that may be of interest to your organization. SHI will notify your procurement team of any information before it gets posted. Communication with your Account Executive will enable blanket purchase orders to be built into our internal AX application and customized messages to be displayed on the website. Additional customization includes: • Set up users by groups: Purchasers, IT Department, Accounting. • Custom Checkout and Pre-loaded address list. • Setup basic Approval Routing. • Create custom product configurations. Training To better help your organization use the many features SHI.com has to offer, SHI's ecommerce specialists provide training to employees authorized to access Your Home @ SHI.com. We will work with Sourcewell to determine the training program and schedule that works best for you.

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	(•) Yes ( ) No	These products and services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	(•) Yes ( ) No	These products are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	SHI's security experts help customers understand the components of a Zero Trust program, how they fit together, and what technologies support it, and then help them select those technologies based on deep technical proficiency. Zero Trust assessments cover the customer's entire environment from their end-users, devices, networks, and applications to data. Benefits of a Zero Trust program: • Improve overall security posture • Improve end-user experience and productivity • Transform the way security teams work together • Simplify the security stack • Optimized security costs

91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	SHI Security Solution Architects (SSA) are responsible for the delivery of security practice-specific project-based client engagements. The SSA evaluates client business and technical requirements and develops enterprise-wide critical security control-based solutions. With an average of 8-20 years of industry experience, the SSAs serve in different roles within organizations and have acquired a diverse security background formulated from business verticals such as financial, automotive, insurance, life science, technology, and public sector establishments. Our SSA team members' expertise includes policy and procedural development aligned with industry frameworks and supporting industry compliance regulations such as, but not limited to, ISO 27001, NIST/FISMA, HIPAA, CJIS, and PCI standards. Delivery formats provided as a part of our engagement strategy include security workshops, architecture rationalization capability, and recommendation and roadmap development. Team members hold an average of two to five certifications, such as, but not limited, to: • Certified Information Security Manager/Auditor (CISM/CISA) • SANS Global Information Assurance Certification (GIAC; GSEC; GCIH; GICSP; GPEN) • Certified Information Systems Security Professional (CISSP) • Certified Ethical Hacker (CEH) • Information Technology Infrastructure Library (ITIL v3) • Certified Cloud Security Professional (CCSP) • Over 100 Industry Partner Certifications including but not limited to: CISCO (CCIE); (CCNP); Palo Alto (PCNSE); Fortinet (NSE) Checkpoint (CCSE) and many others. SHI will also assign a Project Manager (PM) to manage the overall delivery of each project. Our qualified Project Managers cover all aspects of formal project management, from the "initiating" phase through "closing". Please see attachment titled "SHI Technical Certifications."
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	Please see attachment titled "SHI Technical Certifications."
93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	SHI's cloud support services provide insight into your cloud environment, allowing us to make tangible recommendations that benefit your organization. We can help identify overprovisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you stay on track with a secure, cost-efficient, and optimized cloud environment. Our certified solutions architects and technical consultants combine their expertise to deliver services that optimize the business and IT benefits of public, private, and hybrid cloud technologies. Our support services include: • Cloud Platform(s) Service Onboarding: Cloud adoption starts with onboarding into one or more cloud platforms. We have standardized our approach to determine available cloud functionality and overcome billing and security challenges while guiding best practices. • Net Terms Billing: Organizations need flexible payment terms to consider their financial options, including capital expenditure (CAPEX) vs. operational expenditure (OPEX) financial models, extended net term billing and financing opportunities, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provides a variety of billing options that fit your specific needs. • Reporting and Analytics: Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view and provide a guided analysis based on years of consulting experience helping clients implement cloud solutions. • Always Available Support: When you have a critical issue, you must trust that you can count on world-class customer support for your cloud solution. Our cloud support team of certified cloud account managers, cloud solution architects, and our 24x7 Cloud Service Desk is available to provide technical support throughout your cloud journey. • Cloud Spend Optimization: Cloud costs do not have to be unpredictable and difficult to manage. We provide proactive guidance based on your cloud usage and growth plans to help you reduce costs and optimize your cloud infrastructure. • Advisory Services: Whether you are in the process of evaluating your cloud strategy or need in-depth architectural support, we have the vision, technical expertise, and range of services to guide you. • Volume Licensing Expertise: We can help you move your licenses to the cloud, select the right buying programs, maintain licensing compliance, and limit the risk of audits. Our licensing experts will identify, monitor, and optimize your software assets to

ensure you receive the most value in your IT investment.

SHI support services and managed services are broken down into four categories – migrate, optimize, modernize, and manage—and no matter what stage you are in your cloud journey, SHI's cloud-certified experts can help you accomplish your goals.

Migrate
Cloud-based solutions have changed the dynamics of pre-sales, acquisition, and ongoing IT management. To keep up with growing demand and emerging technology, SHI has developed processes and support to address cloud consumption-based models, and we have resources dedicated to emerging partners to help our customers realize their single-cloud, multi-cloud, or hybrid-cloud strategy faster and more cost-effectively. SHI offers the following services for cloud migration:
- Assessments: Understand the costs of moving to public cloud for server infrastructure and licensing.
- Landing Zones: A solid foundation built within the cloud, using code as infrastructure.
- Lift and Shift Migration: Helps customers migrate to the cloud quickly and easily, by taking existing virtual infrastructure and moving it to the cloud with minimal modifications.
- Data Center Evacuation: Enables organizations to rapidly evacuate data, migrating to cloud infrastructure.

Optimize
SHI offers a selection of cloud optimization services ranging from a high-level summary of potential savings to a managed service. These services enable organizations to improve cloud governance as well as identify and remediate cloud waste to save between 30 and 50 percent of their cloud spend. SHI provides the following services and benefits as a support or a managed service:
- Summary of potential savings
- Access to optimization platform
- Technical support for optimization platform
- Management of reserved instances
- Management of savings plans
- Regular meetings to review optimization recommendations
- Custom reporting
- Technical guidance on application refactoring to reduce cost (managed only)
- Implementation of recommendations (managed only)

*Frequency of cadence meetings and level of customization depend on the monthly consumption.

Modernize
SHI helps customers modernize cloud infrastructure through automation, DevOps, refactoring, and re-platforming. Our process begins with a discovery of your people, process, and technology and includes the following services for cloud modernization:
- Cloud Architecture Reviews: Align your organizational priorities when building secure software from the ground up. Identify and highlight all security weaknesses or critical issues in your applications.
- Automation: Work within the confines of instructions, tools, and frameworks to carry out tasks with little to no human intervention.
- Containers/Kubernetes: Decouple applications from underlying host infrastructure using a ready-to-run software package, containing everything needed to run an application: the code and any runtime required, application and system libraries, and default values for essential settings. This makes deployment easier in different cloud environments.
- DevOps: Combine development and operation to increase the efficiency, speed, and security of software development and delivery compared to traditional processes.
- Re-factor and Re-platform: Modify applications or migrate to an alternate platform to better support cloud-based operations.

Manage
SHI helps organizations monitor, secure, and manage their cloud environment, allowing customers more time to focus on innovation and business objectives. SHI can manage patching, monitoring, and uptime, providing consistent support in the case of employee turnover. This solves the knowledge gap as skillsets evolve into cloud operations and provides cost savings compared to direct vendor support. Organizations can expect a named technical account manager (TAM), 24/7 support, and incident and service request management.

94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	No matter where you are in your cloud journey, from your first venture into the cloud to optimizing or refactoring existing applications, SHI's cloud experts can help make your cloud strategy smarter, more agile, and better value for money. SHI's cloud practice provides customers with infrastructure from major Cloud Service Providers (CSPs)—Microsoft Azure, Amazon Web Service (AWS), and Google Cloud Platform (GCP)—utilizing a wide range of configurations, including private, on-premises, public, hybrid, and multi-cloud. In addition, we can offer end-to-end consulting services to help you assess, design, build, migrate, optimize, modernize, and manage your cloud environment. With this combination of products, partnerships, support, and expertise, we are confident we can help Sourcewell members drive positive business outcomes as they work to streamline their cloud configuration. Partnering with SHI can help modernize data center and cloud architecture, connect and collaborate with your workforce, secure your environment, and optimize your procurement processes.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.

Table 178: Category 3 - Industry Specific Questions

Table 178: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	Specific to our ITAD (IT Asset Destruction/Disposal), SHI has the following compliance certifications: • ISO 45001 Health and Safety • E-Stewards • ISO 14001 • ISO 27001 • R2 2013 Responsible Recycling SHI is International Organization for Standardization (ISO) compliant. SHI currently holds the following ISO certifications: • Current registration to the ISO9001:2015 standard • Original registration effective on February 8, 2012 • Current registration expiration on February 4, 2024 Departments in the scope: • Warehouse (receiving, picking, packing, shipping) • Configuration Center • IT data storage, back-up, and recovery • Returns • Purchasing As an ISO 9001:2015 registered company (except for design), SHI commits to maintaining our customers as the center of our business, understanding our customers' requirements, and meeting and exceeding those requirements in delivering configurable hardware products. SHI brings broad knowledge based on our customer and partner experiences and our desire to drive constant improvements across SHI to continue to deliver the excellence in execution required by our customers.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	SHI, along with our partner network, can perform Three Pass Data Erasure that is DoD or NIST standard 800-88 compliant depending on the customer requirements. We also provide asset recovery/remarking, hard drive destruction (HDD) shredding, certificates of destruction, EPA-compliant asset disposal, chain of custody reporting, and hardware redeployment.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - SHI Response- Sourcewell Financial information.pdf - Wednesday December 13, 2023 18:22:52
- Marketing Plan/Samples - SHI Marketing Samples.zip - Thursday December 14, 2023 09:30:41
- WMBE/MBE/SBE or Related Certificates - SHI Response- Sourcwell MWBE.pdf - Thursday December 14, 2023 12:24:09
- Warranty Information (optional)
- Standard Transaction Document Samples - SHI Response- Sourcewell Standard Transaction Document Samples.zip - Monday December 18, 2023 10:32:32
- Requested Exceptions - RFP_121923_Technology_Products_Contract_Template (12.18.23).docx - Monday December 18, 2023 15:58:06
- Upload Additional Document - SHI Response- Additional Documents.zip - Monday December 18, 2023 16:22:15
- Pricing - Category 1 - SHI Sourcewell Pricing 121923.pdf - Monday December 18, 2023 10:09:12
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Maya Lynch, Proposal Specialist, SHI International Corp.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☑	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☑	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☑	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☑	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☑	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☑	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☑	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☑	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☑	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☑	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☑	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☑	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☑	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☑	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☑	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☑	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☑	1

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AMENDMENT #1
TO
CONTRACT # 121923-SHI

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Supplier).

Sourcewell awarded a contract to the Supplier to provide Technology Products and Services with Related Solutions, Category 1 to Sourcewell and its Participating Entities, effective March 20, 2024, through February 27, 2028 (Contract).

Supplier and Sourcewell wish to amend the Contract as follows:

Section 6. Participating Entity Use and Purchasing, B. Additional Terms and Conditions/Participating Addendum, is revised by adding the below:

Dell Apex Terms and Conditions: Dell Apex purchases made under this Contract are subject to additional terms and conditions that will be provided at the time of the transaction. In order to access this product, Participating Entities agree that these additional terms and conditions will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Amazon Web Services (AWS) Terms and Conditions: AWS purchases made under this Contract are subject to the SHI AWS Terms for U.S. Public Sector Customers (the "AWS Terms") contained at this link: https://www.publicsector.shidirect.com/terms/aws-customer-agreement-public-sector. In order to access this product, Participating Entities agree that the AWS Terms will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 11/7/2024 | 1:00 PM CST

SHI International Corp.

DocuSigned by:
By: Kristina Mann
EA418E789F09404...
Kristina Mann, Sr. Manager - Contracts

Date: 11/7/2024 | 1:38 PM EST

City of Mesa

Contract # 2024056-01

for

Information Technology Solutions Products and Services

with

CDW Government LLC

Effective: July 2, 2024

The following documents comprise the executed contract between the City of Mesa, and CDW Government effective July 2, 2024:

I. City of Mesa/CDW-G Signed Contract
II. Supplier's Response to the RFP, incorporated by reference
    a. OMNIA Partners

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2024056
INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.Stallings@MesaAZ.org
Phone	(480) 644-2815

With a copy to: City of Mesa – Department of Inovation and Technology
Attn: Suzanne Alberts

AND

CDW GOVERNMENT, LLC, ("Contractor")

Mailing Address	230 North Milwaukee Avenue
	Vernon Hills, IL 60061
Remit to Address	75 Remittance Drive, Suite 1515
	Chicago, IL 60675
Attention	Emily Nye
E-Mail	emily.nye@cdwg.com
Phone	973-714-0711
Attention	Chris Andreson
E-Mail	chrande@cdgw.com
Phone	847-371-7149

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 5th day of July, 2024, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued Solicitation number **2024056** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **July 2, 2024** and ending on **July 1, 2028**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

    1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

    1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

    1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order. Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.

2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A.** Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A,** the City will provide Contractor's personnel with adequate workspace and such other related

facilities as may be required by Contractor to carry out the Scope of Work.
The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Parties shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one- time purchase; (ii) procurement card; (iii) Delivery Order or Blanket Purchase Order for a requirements contract where multiple as-needed orders will be placed with the Contractor; (iv) Executed Statement of Work (SOW); or (v) Executed Cloud Service Order (CSO) Form. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement. Unless explicitly stated in a separate writing executed by the Parties, the terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.

    a. Amendments to the Agreement
    b. Agreement
    c. Exhibits
        1. Mesa Standard Terms & Conditions (Exhibit C)
        2. Pricing (Exhibit B)
        3. Scope of Work (Exhibit A)
        4. Other Exhibits not listed above
    d. Solicitation including any addenda
    e. Contractor's Response

5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and Pricing will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the discount structure.

    No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

    6.1 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment; therefore, Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to the expiration of the then-current term date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

6.2 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the Subsection 6.2. There is no guarantee the City will accept a price adjustment.

6.3 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Applicable taxes; and
j. Total amount due.

6.4 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Cardle-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.5 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance.**

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.9.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within three (3) business days of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs

incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of materials, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C.**

10. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:

    a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

    b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

    c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

    d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

11. **Mesa Standard Terms and Conditions. Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

12. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

13. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:
    (A) Scope of Work/ Technical Specifications
    (B) Pricing
    (C) Mesa Standard Terms and Conditions

14. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

15. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

16. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: Edward Quedens

Edward Quedens
Printed Name

Business Services Director
Title

7/8/24 09:01 MST
Date

CDW GOVERNMENT, LLC

By: _____

Dario Bertocchi
Printed Name

Vice President, Contracting Operations
Title

July 5, 2024
Date

REVIEWED BY:

By: Ted Stallings
Ted Stallings, CPPB
Procurement Officer II

EXHIBIT A
SCOPE OF WORK

1. **SCOPE OF WORK:** For the purchase of Information Technology Solutions, Products, and Services.

2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier are the following:

    a. Online
    b. Email
    c. Telephone
    d. Fax

3. **DELIVERY REQUIREMENT.** The contractor agrees to deliver all products to the desktop of the ordering customer and be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.

4. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products and Services including but not limited to the following categories:

    a. Software: National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.

    b. Personal Computer Systems: National brand name desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo, Panasonic, and Toshiba. Product will include the operating system license, software media and documentation in the hardware shipment.

    c. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

    d. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

    e. Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

    f. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but

not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

g. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

h. Computer and Network Products, Peripherals, Accessories, and Components: Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.

i. Information Technology/Educational Furniture: Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.

j. Services: Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW.

Note: All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.

k. Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

l. Financing: Options available such as lease programs and conditional sales contracts.

5. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider, or End User Licensing Agreement ("EULA"), etc., as required by manufacturers.

6. **DEFECTIVE PRODUCT.** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping, or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) business days of initial notification.

33. **SUPPLEMENTAL PRODUCTS AND SERVICES:** The scope described in this RFP and resulting contract(s) is preliminary in nature and intended to provide Contractors with a general overview of the major tasks envisioned as part of this solicitation. The City reserves the right to expand and/or reduce the Project Objectives as may be appropriate based on the technical content of the successful Contractor's proposal and/or during contract negotiations based on budget considerations.

EXHIBIT B
PRICING

					additional manufacturers/discounts	
Item #	**Product**	**Product / Group**	**Proposed Discount**	**Manufacturer Name**	**Proposed Discount**	**Manufacturer Name**
1.00	Group 1 - Systems	1) Desktops	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		2) Notebooks	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		3) Tablets	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		4) Servers (Physical and Virtual) (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
2.00	Group 2 - Input Devices	5) Keyboards	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		6) Mice	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		7) Imaging Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		8) POS Scanners	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		9) Pointing Devices	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		10) Bar Code Readers	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		11) Audio Input	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		12) Input Adapters	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		13) PC and Network Cameras	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		14) Input Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		15) Input Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
3.00	Group 3 - Output Devices	16) Displays	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		17) Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		18) Inkjet Printres	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		19) Inkjet Photo Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		20) Laser Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		21) Label Printers	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		22) Dot Matrix Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		23) Multi-Function Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		24) Wide Format Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		25) Multi-Function Inkjet Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		26) Wide Format Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		27) Fax Machine Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		28) Printer Accessories	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		29) Projectors	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		30) Projector Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple

		31) Audio Input	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		32) Video Cards	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		33) Sound Cards	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		34) Output Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		35) Printer Consumables	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
4.00	Group 4 - Memory	36) Desktop	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		37) Flash	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		38) Networking	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		39) Notebook	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		40) Printer / Fax	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		41) Server	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
5.00	Group 5 - Storage Devices	42) Adapters Fibre Channel	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		43) Adapters FireWire / USB	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		44) Adapters IDE/ATA/SATA	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		45) Adapters RAID	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		46) Adapters SCSI	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		47) Bridges & Routers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		48) Disk Arrays	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		49) Disk Arrays JBOD	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		50) Drives Magneto-Optical	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		51) Drives Removable Disks	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		52) Fiber Channel Switches	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		53) Hard Disks - External	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		54) Hard Disks - Fibre Channel	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		55) Hard Disks - IDE/ATA/S	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		56) Hard Disks - Notebook	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		57) Hard Disks - SCSI	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		58) Networking Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		59) Optical Drives - CD-ROM	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		60) Optical Drives - CD-RW	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		61) Optical Drives - DVD-CD	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		62) Optical Drives - DVD-RW	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		63) Storage Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		64) Storage - NAS	6.00%	All Manufacturers, excluding Apple	0.50%	Apple

		65) Storage - SAN	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		66) Tape Autoloaders -AIT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		67) Tape Autoloaders - DAT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		68) Tape Autoloaders - DLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		69) Tape Autoloaders - LTO	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		70) Tape Drives - 4mm	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		71) Tape Drives - 8mm/VXA	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		72) Tape Drives - AIT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		73) Tape Drives - DAT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		74) Tape Drives - DLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		75) Tape Drives - LTO/Ultrium	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		76) Tape Drives SDLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		77) Tape Drives - Travan	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
6.00	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		79) Bridges & Routers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		80) Gigabit Hubs & Swtiches	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		81) Concentrators & Multiplexers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		82) Hardware Firewalls	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		83) Intrusion Detection	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		84) KVM	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		85) Modems	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		86) Network Test Equipment	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		87) Network Adapters	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		88) Network Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		89) Network Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		90) Repeaters & Transcievers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		91) Wireless LAN Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		92) Token Authentication	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		93) 10G Fiber Optic Transceivers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		94) 1G Fiber Optic Transceivers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
7.00	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		96) Licensing Backup	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		97) Licensing Barcode/OC	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		98) Licensing Business Application	4.00%	All Manufacturers, excluding Apple	0.50%	Apple

		99) Licensing CAD/CAM	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		100) Licensing - Cloning	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		101) Licensing - Computer Services	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		102) Licensince - Database	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		103) Licensing - Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		104) Licensing - Entertainment	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		105) Licensing - Financial	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		106) Licensing - Flow Chart	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		107) Licensing - Graphic Design	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		108) Licensing - Handheld	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		109) Licensing - Network OS	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		110) Licensing - OS	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		111) Licensing - Personal Organization	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		112) Licensing - Presentation	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		113) Licensing - Reference	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		114) Licensing - Report Analysis	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		115) Licensing - Spreadhseet	4.00%	All Manufacturers, excluding Apple	0.50%	Apple

		116) Licensing - Utilities	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		117) Licensing - Warranties	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		118) Licensing - Web Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		119) Licensing - Word Processing	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		120) Software - Backup	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		121) Software - Barcode / OCR	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		122) Software - Business Application	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		123) Software - CAD/CAM	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		124) Software - Cloning	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		125) Software - Computer Services	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		126) Software - Database	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		127) Software - Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		128) Software - Entertainment	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		129) Software - Financial	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		130) Software - Flow Chart	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		131) Software - Graphic Design	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		132) Software - Handheld	4.00%	All Manufacturers, excluding Apple	0.50%	Apple

		133) Software - OS	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		134) Software - Personal Organization	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		135) Software - Presentation	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		136) Software - Reference	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		137) Software - Report Analysis	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		138) Software - Spreadsheet	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		139) Software - Utilities	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		140) Software - Warranties	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		141) Software - Web Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		142) Software - Word Processing	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
8.00	Group 8 - Media Supplies	143) Media - 4mm tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		144) Media - AIT tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		145) Media - DAT tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		146) Media - DLT tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		147) Media LTO / Ultrium tape drive	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		148) Media - Magneto - Optical	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		149) Media - Optical	6.00%	All Manufacturers, excluding Apple	0.50%	Apple

		150) Media - SLR tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		151) Media - Travan tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		152) Media - VXA tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		153) Media - zip	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
9.00	Group 9 - Collaboration & IP Telephony	154) IP phones	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		155) Video conferencing products	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		156) Monitors/TV's	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		157) Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		158) Voice gateways / servers	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		159) Headsets	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		160) Audo conferencing products	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		161) Analog phones	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		162) Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
10.00	Group 10 - Other	163) Advanced Integration	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		164) Asset Disposal	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		165) Asset Management	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		166) Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple

		167) Cables - custom	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		168) Cables - printer	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		169) Cloud Sorage and Services (such as Azure, Amazon, Wasabi, etc.)	0.00%	All applicable Cloud providers		
		170) Complex warranties	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		171) Desktop Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		172) Display Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		173) Electronic Services	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		174) Handheld Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		175) Imaging Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		176) Imaging - Camcorders	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		177) Imaging - Digital Cameras	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		178) Intrenal Lab Service	0.00%			
		179) Lab fees	0.00%			
		180) Managed Services	0.00%			
		181) Miscellaneous solutions	0.00%			
		182) Mounting hardware for vehicles	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		183) Networking Warranties	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		184) Notebook Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		185) Notebook Batteries	5.00%	All Manufacturers, excluding Apple	0.50%	Apple

		186) PC Lab order services	0.00%			
		187) POS Accessories	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		188) POS Displays	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		189) Power Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		190) Power Surge Protection	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		191) Power UPS	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		192) Server Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		193) Service Charge	0.00%			
		194) System Components	0.00%			
		195) Training Courses	0.00%			
		196) Training Reference Manuals	0.00%			
		197) Warranties - Electronic	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		198) iPAD / Tablet Stylus	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
		199) Mouse / Wrist Pads	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		200) Security Locks and Hardware	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		201) Tools	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		203) Document Scanner Accessories	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		204) Flatbed Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		205) Mobile Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple

		206) Network Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		207) Sheetfed Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		208) Wide Format Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		209) Workgroup / Department Scanner	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		210) Build to Order Desktops	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		211) Nettop	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		212) Point of Sale	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		213) Ultra Small Form Factor	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		214) Apple / Mac Memory Upgrades	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
		215) Chips / SIMMs/SIPPs / ROMs	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		216) Computer Cases	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		217) CPUs / Fans	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		218) Membory Accessories	0.00%			
		219) Motherboards / Chassis	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		220) 1 - 2 port Serial Boards	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		221) 3+ port Serial Boards	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		222) Console Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		223) Device Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		224) Terminal Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		225) Content Management	0.00%			
		226) Firewall / VPN Applicances	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		227) Multifunction Security Appliances	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		228) Network Camera Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		229) Network Cameras	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		230) Physical/Environmental Security	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		231) Security Applicance Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		232) Security Tokens	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		233) Unified Threat Management	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		234) 2-way Radios / Walkie Talkies	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		235) Apple Notebooks	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
		236) Convertible PCs / Slate PCs / iPAD	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		237) iPAD	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
		238) Slate Tablet Computers	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		239) GPS / PDA	7.50%	All Manufacturers, excluding Apple	0.50%	Apple

		240) Wireless Communication Devices	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		241) Batteries	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		242) Power Supplies / Adapters	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		243) Rackmountain Equipment	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		244) Remote Power Management	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		245) Surge Suppressors	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		246) UPS / Battery Backup	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		247) 14" & smaller LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		248) 15-19" LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		249) 15-19" Wide LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		250) 15-19" Wide LED Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		251) 20-30" LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		252) 20-30" Wide LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		253) 20-30" Wide LED Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		254) PCoIP and Zero Client Displays	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		255) Arm Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		256) Ceiling Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple

		257) Combo Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		258) Desktop Stands / Risers	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		259) Flat Wlal Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		260) Mount Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		261) Pole Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		262) Stands / Carts / Feet	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		263) Tilt Wall Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		264) C-Cure Products	0.00%			
		265) Istar Products	0.00%			
		266) Information Technology/Educational Furniture	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
11.00	Group 11 - Services	**SERVICE**	**STANDARD HOURLY RATE**	**DISCOUNT FROM STANDARD RATE**		
		267) Data / Mobility Architect Consultant	See Table 3 below			
		268) Design and Analysis	See Table 3 below			
		269) Cable Technician	See Table 3 below			
		270) Configuration	See Table 3 below			
		271) Engineer	See Table 3 below			
		272) Implementation	See Table 3 below			
		273) Installation	See Table 3 below			
		274) Project Coordinator	See Table 3 below			
		275) Project Manager	See Table 3 below			
		276) Technician	See Table 3 below			
		277) Training	See Table 3 below			
		278) Maintenance & Support	See Table 3 below			

		279) Solution Architect / Consultant	See Table 3 below	
		280) Staff Augmentation Services and Support	See Table 3 below	
		281) Additional Services Offered (please list any additional services offered and applicable discount / fees on a separate page and attach)	See Table 3 below	
12.00	Group 12 - Additional Products/Services Not Identified	See Table 2 below		

CDW•G- City of MESA- Contract Pricing Structure & Management

CDW•G has conformed to the National Pricing Discount structure aligning to the table above- However, CDW•G will manage the resultant contract in accordance with CDW•G's taxonomy in tables below, which shall govern all purchases under the resultant contract - This provides complete representation of CDW•G's offerings aligned with the scope of the RFP, while maintaining continuity for the City and OMNIA PPA's under the incumbent contract.

Pricing will be applied to the resultant contract, as listed in the tables below- Table 1 is based on Discount % off CDW•G's Nationally Advertised Pricing (NAP), publicly verifiable at www.cdwg.com. Additionally, certain Groups and Products such as Cloud offerings under Group 10, Services pricing under Group 11 and Group 12 are highlighted under Table 2 and 3.

Table 1- CDWG Pricing

Category	Minimum Discount off CDW•G Advertised
Accessories (A)	7.50%
Power, Cooling & Racks (B)	5.00%
Desktop Computers (C)	3.25%
Data Storage/Drives (D)	6.00%
Enterprise Storage (E)	6.00%
Point of Sale/Data Capture (F)	4.25%
Servers & Server Management (H)	5.00%
Services (CDW Delivered) (J)*	0.00%
Notebook/Mobile Devices (L)	4.00%
Chromebooks (CBK)	0.00%
NetComm Products (N)	7.00%

Carts and Furniture (O)	6.00%
Printing & Document Scanning (P)	3.00%
Services (Partner Delivered) (Q)*	5.00%
Client Configure-to-Order (R)	3.25%
Software (S)	4.00%
Collaboration Hardware (T)	6.00%
Video & Audio (V)	5.00%
Cables (W)	15.00%
Apple (All Categories)	0.50%

CDW•G is pleased to offer the City of Mesa and OMNIA Partners Participating Public Agencies ("PPA") a discount off CDW•G Nationally Advertised Pricing (NAP) structure.

Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based offerings, SaaS, IaaS, PaaS, among others. CDW•G's pricing is based on Discount 0% off MSRP where available to CDW•G. In cases where MSRP pricing is not available and/or the offering is unique, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility, to enable the City of Mesa and OMNIA Partners Participating Public Agencies to make purchases offerings, as cloud offerings evolve, through life of our contract.

The City of Mesa and OMNIA Partners Participating Public Agencies acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, City of Mesa, OMNIA Partners, and Participating Public Agencies rely only on the Cloud Service.

Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, City of Mesa and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and City of Mesa, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering.

CDW•G will provide Customer with a discount as a percentage off of CDW•G's Nationally Advertised Price (NAP) for the CDW•G defined Product Categories listed above, provided that Customer references this Agreement when placing an order with CDW•G.

Prices include lowest ground freight within the 48 contiguous United States when referencing this Agreement. All orders are subject to CDW•G's standard shipping policies in effect at the time of order placement. In those instances that call for express or overnight delivery, shipping costs will be pre-paid by CDW•G and added to the customer invoice.

Clarifications
*These are services tied to CDW•G internal taxonomy J and Q, which includes subset of offerings such as configurations, warranty, and specific installation services, and are not subject to a Statement of Work. These do not include the services broken out in the individual tabs, including other professional services, which require a mutually executed Statement of Work between CDW•G and Customer.

Table 2

For group 12, specialized offerings not specifically contemplated under this RFP but existing under the scope of Technology offerings, CDW•G and OMNIA PPA will mutually agree upon/execute document, such as a Statement of Work (SOW), and pricing will be based on CDW•G invoice.

Table 3

For Services under Group 11, we have included rate cards with hourly rates/services pricing for the following categories:

Digital Velocity Services
ServiceNow Services
Amplified IT Services
Staff Augmentation Services
Managed Services
Other Professional Services

For all hourly rates proposed by CDW•G in this pricing file and contained within our proposal, our offer is contingent on a 5% year over year escalation, on the contract's annual anniversary date, which will act as a not to exceed rate. Given the timespan between submission and official award and contract start dates, CDW•G reserves the right to impose up to an additional, one-time 5% increase in the first year of this agreement on or after May 1, 2024 to ensure alignment with standard rate adjustments.

CDW•G has been very successful in managing labor rates during unstable market conditions including taking advantage of our vast in-house, in-market resources and certified, approved subcontract pool while also leveraging remote services, where practical and applicable. During the contract term, CDW•G reserves the right to propose changes to labor rate categories to reflect extraordinary market conditions which might impact labor rates and present to City of Mesa and OMNIA Partners for review and approval. City of Mesa and OMNIA Partners will review and approve such rates through a mutually agreed upon amendment no later than 30 calendar days upon presentation.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW at the end of Tab E in our response.

For any service engagement, if there are applicable Travel and Expenses (T&E) charges, they will be agreed and mutually executed upon in a comprehensive Statement of Work. However, CDW•G will utilize its national footprint of service providers and in-market engineers. We also utilize remote technologies and services where applicable to mitigate such expenses.

Digital Velocity Services	
Role	**Hourly Rate**
DVS F-CTO	$350.00
DVS Digital Strategy Consultant	$305.00
DVS Digital Product Strategist	$270.00
DVS Principal Engineer/Tech Lead	$350.00
DVS Architect	$300.00
DVS Senior Engineer	$250.00
DVS Engineer	$225.00
DVS Associate Engineer	$200.00
DVS Program Manager	$245.00
DVS Sr. Technical Project Manager	$230.00
DVS Technical Project Manager	$205.00
DVS Project Coordinator	$165.00

ServiceNow Solutions Services	
Role	**Hourly Rate**
ServiceNow Associate Project Manager	$165.00
ServiceNow Associate Consulting Engineer	$170.00
ServiceNow Engagement Manager	$235.00
ServiceNow Business Process Consultant	$255.00
ServiceNow Principal Consultant	$275.00
ServiceNow Organizational Change Management Consultant	$275.00
ServiceNow Integration Expert	$250.00
ServiceNow Quality Assurance Expert	$200.00
ServiceNow Solution Architect	$255.00
ServiceNow Technical Consultant/Developer	$220.00
ServiceNow Trainer	$235.00

Managed Services	
Managed Service Basic/Essential/Premium Support for AWS, GCP, and AZURE	**Monthly Price*** Fees are based on a percentage of the customer's actual consumption of AWS, GCP, Azure services
Basic Service - $0 to 10K	As Invoiced
Basic Service - $10K to $250K	As Invoiced
Basic Service - $250K+	As Invoiced
Essential Service - $0 to $35K	As Invoiced
Essential Service - $35 to $75K	As Invoiced
Essential Service - $75K+	As Invoiced

Premium Service - $0 to $100K	As Invoiced
Premium Service - $100K to $250K	As Invoiced
Premium Service - $250K+	As Invoiced
*If CDW•G is billing the customer for Basic consumption, no pricing uplift is applied.	



Basic

Included with CDW billing for cloud consumption

Stand-alone pricing (Consumption direct with vendor):

$49/month if under $1,000
5% = $1,001 to $10,000
3% = $10,001 to $250,000
2.5% = $250,001+



Essential

$400/month if under $2,250
18 % = $2,251 to $35,000
15% = $35,001 to $75,000
12% = $75,001+



Premium

Pick Two

$2,500/month if under $10,000
25 % = $10,001 to $100,000
20% = $100,001 to $250,000
15% = $250,001 +

OS & DB Bundle

$3,000/month if under 10,000
33 % = $10,001 to $100,000
28% = $100,001 to $250,000
23% = $250,001 +

PERCENTAGE BASED ON MONTHLY CLOUD CONSUMPTION

The offered pricing discount below applies to a la carte and bundle packages of Gopher applications.

Amplified IT SaaS Offerings*	
Option	**Discount off MSRP**
Gopher products	2%
Little SIS	2%

SaaS items are priced at a 2% Discount off MSRP. Amplified IT MSRP can be found at the following link: https://www.amplifiedit.com/msrp/

Amplified Services	
Google for Educations (GFE)	
Option	**Discount off MSRP**
GFE Audit - K-12	2%
GFE Audit - Higher Ed	2%
GFE KickStart Package	2%
GFE Support - Support Hours	2%
GFE Support - 20 Support Hours	2%
GFE Support - 40 Support Hours	2%
GFE Support - Adhoc Support Hours	2%
North American GFE Technical Collaborative	2%
GFE Training/Consultancy - Full Day Onsite	2%
GFE Chrome Checkup	2%
Amplified IT Training	
Option	**Discount off MSRP**
Amplified IT Admin Level 1 Certification Training - Self-Paced	2%
Amplified IT Admin Level 2 Certification Training - Self-Paced	2%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	2%
Amplified IT Admin Security Bundle	2%

These services are available to education entities only.

Staff Augmentation Services			
Role	**Standard**	**Mid-Level**	**Senior**
Infrastructure Architects	$170.00	$180.00	$195.00
Solutions Architects	$175.00	$195.00	$215.00
Site Reliability Engineers	$185.00	$195.00	$205.00
Network Administrators	$100.00	$115.00	$125.00

Network Engineers	$135.00	$150.00	$165.00
Network BAs/BSAs	$130.00	$135.00	$140.00
Systems Administrators	$115.00	$130.00	$145.00
Systems Engineers	$140.00	$155.00	$170.00
Systems BAs/BSAs	$135.00	$145.00	$155.00
Storage Engineers	$165.00	$160.00	$195.00
Virtualization Engineers	$135.00	$155.00	$180.00
Salesforce Administrators	$125.00	$155.00	$185.00
Salesforce Engineers	$175.00	$195.00	$215.00
Salesforce Developers	$165.00	$175.00	$185.00
ServiceNow Administrators	$155.00	$165.00	$175.00
ServiceNow Engineers	$165.00	$180.00	$195.00
ServiceNow Developers	$150.00	$165.00	$180.00
SolarWinds Engineers	$165.00	$180.00	$205.00
AWS Engineers	$185.00	$205.00	$225.00
AWS Developers	$170.00	$175.00	$180.00
Azure Engineers	$180.00	$195.00	$215.00
Azure Developers	$135.00	$145.00	$160.00
GCP Engineers	$200.00	$235.00	$265.00
GCP Developers	$200.00	$235.00	$265.00
Front-end Developers	$165.00	$170.00	$175.00
Back-end Developers	$170.00	$180.00	$185.00
Scala Developers	$200.00	$215.00	$225.00
Project Managers	$135.00	$150.00	$165.00
Scrum Masters	$165.00	$180.00	$195.00
DevOps Engineers	$165.00	$175.00	$190.00
Software Development Engineer in Test	$170.00	$180.00	$195.00
InfoSec Analysts	$145.00	$160.00	$175.00
Quality Assurance Analysts	$140.00	$150.00	$160.00
Quality Assurance Engineers	$140.00	$150.00	$160.00

Managed Services Application	
Item	**Rate**
Microsoft System Center Configuration Manager (SCCM) - Gold	$517.50
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	$545.10
DHCP Support add to MS AD above	$155.94
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	$828.00
Microsoft Active Directory - Large Environment 21+ DCs - Gold	$1,587.00
Microsoft Active Directory Federation Services (ADFS) - Gold	$745.20
Mimix/iTERA for iSeries - Gold (Priced PER "a" and "b" side)	$207.00

Managed Services Backup	
Item	**Rate**
IBM Tivoli Storage Manager Gold	$2,070.00
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	$1,138.50
Cohesity RMS SM: 1-250 VMs - Gold	$1,138.50
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	$1,656.00
Commvault RMS Backup Environment Large: 601-1000 VMs - Gold	$2,070.00
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	$2,622.00
Veeam RMS SM: 1-250 VMs - Gold	$1,138.50
Veeam RMS Med: 251-600 VMs - Gold	$1,656.00
Veeam RMS Lrg: 601-1000 VMs - Gold	$2,070.00
Veeam RMS XL: 1000+ VMs - Gold	$2,622.00
EMC Avamar RMS SM: 1-250 VMs - Gold	$1,138.50
EMC Avamar RMS Med: 251-600 VMs - Gold	$1,656.00
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	$2,070.00
EMC Avamar RMS XL: 1000 VMs - Gold	$2,622.00

EMC Data Domain - Gold	$2,070.00
Microsoft System Center DPM - SM <100 - Gold	$1,656.00
Microsoft System Center DPM - Med 100 - 500 - Gold	$2,070.00
Microsoft System Center DPM - Lrg >500 Gold	$2,622.00
Microsoft System Center DPM - XL - Gold	$3,312.00

Managed Services OS

Item	Rate
Windows - Gold	77.63 O/S
Linux O/S (Red Hat/SUSE) - Gold	$155.94
AIX O/S - Gold	$295.32
IBM System I - Gold	$1,242.00

Managed Services Security

Item	Rate
Cisco ASA - Gold	$560.28
Cisco Firepower Services (Per Sensor) - Gold	$313.26
Cisco Firepower Threat Defense - Gold	$614.10
Palo Alto Firewall wo Panorama - Gold	$523.02
Palo Alto Firewall w Panorama - Gold	$523.02
Palo Alto Panorama - Gold	$253.92
Cisco Identity Services Engine (ISE) - Gold	$513.87
Fortinet Firewall wo FortiManager – Gold	$523.02
Fortinet Firewall w FortiManager – Gold	$523.02
Fortinet FortiManager – Gold	$253.92
Fortinet FortiAnalyzer – Gold	$77.28
Cisco Umbrella - Gold (Per User)	$0.84

Managed Services Virtualization	
Item	**Rate**
VMware ESXi - Gold	$200.10
Nutanix AHV - Gold	$200.10
Microsoft Hyper-V - Gold	$200.10

Managed Services Storage	
Item	**Rate**
Controller: IBM Storage Virtualization (priced per controller) - Gold	$1,035.00
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	$16.56
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	$2.21
SAN Switch - Gold	$227.70
Controller: NetApp (Priced per controller) - Gold	$1,035.00
Controller: EMC (Priced per controller) - Gold	$1,035.00
Controller: IBM (Priced per controller) - Gold	$1,035.00

Managed Services UC	
Item	**Rate**
Call Control: Cisco Analog Voice Gateway- Gold	$18.63
Call Control: Cisco CUCM/IM&P Server - Gold	$517.50
Call Control: Cisco Unity Connection (UCONN) - Gold	$379.50
Call Control: Cisco Voice Gateway - Gold	$69.00
Call Control: Cisco Business Edition 6000 Lifeline - Gold	$772.39
Call Control: Cisco Attendant Console (CUxAC) - Gold	$517.50
Call Control: VistaPoint Attendant Console - Gold	$517.50

Call Control: Cisco Call Manager Express - Gold	$172.50
Call Control: Cisco Unified Border Element (CUBE) - Gold	$172.50
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	$138.00
Call Control: Cisco Prime Collaboration Deployment - Gold	$138.00
911: Cisco Emergency Responder (CER) - Gold	$379.50
Voice Mail: Cisco Unity Express - Gold	$172.50
Notification: InformaCast from Singlewire - Gold	$379.50
Call Experience Testing - 2CPH - Gold	$472.10

Managed Services Contact Center	
Item	**Rate**
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	$450.00
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold (Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger, and Peripheral Gateway (PG).)	$434.70
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	$434.70
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	$386.40
Contact Center: Virtualized Voice Browser (VVB) - Gold	$103.50
Contact Center: UCC Express (UCCX) / Finesse - Gold (Contact Center Express, Cisco Finesse, or IPIVR/VRU)	$434.70
Contact Center: Cisco Unified Intelligence Center - Gold	$432.54
Contact Center: SocialMiner - Gold	$434.70

Contact Center: 2Ring Dashboards and Wallboards - Gold	$434.70
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	$434.70
Contact Center: Enterprise Chat and Email (ECE) - Gold	$434.70
Contact Center: eGain Analytics - Gold	$386.40
Contact Center: ESNA Cloudlink - Gold	$138.00
CVP: CVP Operations Console - Gold	$386.40
CVP: SIP Proxy (CUSP) - Gold	$193.10
CVP: Ingress Gateway - Gold	$103.50
CVP: VXML Gateway - Gold	$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	$138.00

Managed Services UC Video	
Item	**Rate**
Cisco WebEx Meetings Server (CWMS) - Gold	$379.50
Cisco WebEx Cloud Connected Audio - Gold	$424.81
Cisco Meeting Place Express - Gold	$379.50
UC Video: Cisco Meeting Server (CMS) - Gold	$207.00
UC Video: Cisco Meeting Manager (CMM) - Gold	$207.00
UC Video: Cisco Telepresence Content Server - Gold	$379.50
UC Video: Expressway-C / Expressway-E - Gold	$207.00
UC Video: Telepresense Management Suite (TMS) - Gold	$517.50
Cisco Webex Hybrid Directory Connector - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	$207.00
UC Video: MSE Chassis - Gold	$138.00
UC Video: MCU MSE Blade - Gold	$103.50
UC Video: Gateway (GW) MSE Blade - Gold	$103.50

UC Video: Endpoint Management - Gold	$69.00
UC Video: Telepresense Server Blade - Gold	$103.50
UC Video: Telepresense MCU - Gold	$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	$138.00

Managed Additional Services	
Item	**Rate**
Managed Services Engineering and Consulting	$240.00

These rates are subject to re-evaluation after the initial contract base term.
Time and materials support - out of scope services
Hourly price is $240
Recurring services are subject to monthly minimum fees and time and materials support is subject to additional terms
Unscheduled after hours support is 2x hourly rate with a 2 hour minimum requirement
Managed Services Application requires a specific Statement of Work executed between the customer and CDW•G.

Other Professional Services	
Role	**Hourly Rate**
Associate Consulting Engineer	$175.00
Consulting Engineer	$215.00
Senior Consulting Engineer	$225.00
Technical Lead / Principal Consulting Engineer	$255.00
Enterprise Consulting Architect	$255.00
Business Consulting Analyst	$245.00
Project Administrator	$165.00
Project Manager	$210.00
Senior Project Manager	$215.00
Enterprise Project Manager, PMO Lead	$230.00
Program Manager	$230.00
Technical Architect	$350.00
Incident Responder/Forensic Analyst	$350.00

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.

Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6U) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is <u>not</u> exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

    a. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

    b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City. Notwithstanding the foregoing, any Agreement audits must be pursuant to a signed Confidentiality Agreement agreed to by both parties which will be subject to applicable law, including the Arizona Public Records law. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and location, and upon reasonable advanced notice of records to be audited.

14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

    a. A party will be in default if that party:

        i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor **will** be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non- defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the

Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION/LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement. However, notwithstanding the prior sentence, any claim shall not be an indemnified claim if such claim or damage was caused in whole by the actions of the City, its employees, agents, contractors or representatives.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.

d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED $5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of Exhibit A. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner, as stated below.

a. Manufacturer's Warranty. The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only materials (product) warranties offered are those of the manufacturer, not the Contractor or its affiliates unless the manufacturer is the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

b. Services Warranty. City's sole and exclusive remedy with respect to a warranty on the Services provided by Contractor will be, at the sole option of Contractor, to either: (a) use its reasonable commercial efforts to reperform any services not in substantial compliance with this warranty, or (b) refund amounts paid by City related to the portion of the services not in substantial

compliance; provided, in each case, City notifies Contractor in writing within five (5) business days after performance of the applicable Services. City shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of services and for any necessary reconstruction thereof.

c. Third Party Services Warranty. In connection with the products (materials), certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look to the third party for any loss, claims or damages arising from or related to the provision of such Third- Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.**

a. Except as it pertains to the Work Product in Subsection (b) below, all deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

b. City's rights to Work Product (meaning deliverables to be provided or created individually or jointly in connection with the services, not materials, provided by Contractor, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials) will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for City's internal use. City obtains no ownership or other property rights thereto. City agrees that Contractor may incorporate intellectual property created by third parties into the Work Product and that City's right to use such Work Product may be subject to the rights of, and limited by agreements with, such third parties

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Contractor's goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties. Notwithstanding the foregoing, title to third party software, the licenses to which are resold by Contractor, will remain with the third party. City's rights in such software are specified in the license agreement between such third party and City

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right (collectively "Claim") and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any Claim, or pay any settlement of such Claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its sole option and its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years based on a five (5) year straight line amortized basis. The forgoing provisions in this Section state the entire liability of Contractor and the sole and exclusive remedy of the City with respect to any Claim. Contractor shall have no liability or obligation to the City to the extent any Claim is based upon: (i) any combination of anything provided by Contractor with other software, hardware or other materials not authorized by Contractor or manufacturer; or (ii) any addition to, or modification of, anything provided by Contractor made after delivery to the City by any person other than Contractor.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed

upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National OMNIA Partnersto agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

    A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

    Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

    Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary

to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

47. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS duringthe Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City aresubcontracted to third parties.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

1. **DEFAULT.**

1.1. A party will be in default of the Agreement if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
iv. Fails to carry out any term, promise, or condition of the Agreement.

1.2. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and Solicitations in accordance with Article 6 of the City's Procurement Rules.

1.3. Notice and Opportunity to Cure. In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

Anticipatory **Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event, demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

Agreed ■ NA ☐ Exception:

2. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

2.1. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

2.2. The City may purchase the services or materials required under the Agreement from the open market, complete the required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

2.3. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

2.4. Neither party will be liable for incidental, special, or consequential damages.

Agreed ■ NA ☐ Exception:

3. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

Agreed ■ NA ☐ Exception:

4. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

   Agreed ■ NA ☐ Exception:

5. **NONDISCRIMINATION.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and any other applicable non-discrimination laws and rules.

   Agreed ■ NA ☐ Exception:

6. **DAVIS-BACON ACT. For** all prime construction contracts in excess of $2,000, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

   Agreed ■ NA ☐ Exception:

7. **COPELAND "ANTI-KICKBACK" ACT.**

   7.1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

   7.2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

   7.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

   Agreed ■ NA ☐ Exception:

8. **CONTRACT WORK AND SAFETY STANDARDS ACT.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts in excess of $100,000 that involve the employment of mechanics or laborers each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

   8.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   8.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

8.3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

8.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Agreed ■ NA ☐ Exception:

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If this Contract is for the performance of experimental, developmental, or research work, including any assignment, substitution of parties, or subcontracts, the City and the Contractor shall comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued.

Agreed ■ NA ☐ Exception:

10. **CLEAN AIR ACT.** The contractor agrees to:

10.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

10.2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the required Federal Agencies.

10.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000.

Agreed ■ NA ☐ Exception:

11. **FEDERAL WATER POLLUTION CONTROL ACT.**

11.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

11.2. The contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the required Federal Agencies.

11.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Agreed ■ NA ☐ Exception:

12. **DEBARMENT.** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for an award of the Solicitation. Debarment status will be verified using the federal System for Award Management (SAM).

Agreed ■ NA ☐ Exception:

13. **ACCESS TO RECORDS.** Offeror agrees that the City or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

    Agreed ■ NA ☐ Exception:

14. **RECORDS RETENTION.** When federal funds are expended by the City for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain these records as required for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

    Agreed ■ NA ☐ Exception:

15. ENERGY POLICY AND CONSERVATION ACT. Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

    Agreed ■ NA ☐ Exception:

16. BUY AMERICA. The Buy America requirements apply to construction contracts and acquisitions for goods or rolling stock valued at more than $100,000. The Contractor agrees to comply with 49 U.S.C. §5323(j) and its implementing regulations at 49 CFR Part 661, any amendments thereto and any implementing guidance issued by the FTA.

    Agreed ■ NA ☐ Exception:

17. **APPLICABILITY TO SUBCONTRACTORS.** Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

    Agreed ■ NA ☐ Exception:

18. **SOLID WASTE DISPOSAL ACT.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

    Agreed ■ NA ☐ Exception:

19. **BYRD ANTI-LOBBYING AMENDMENT.** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered.

    19.1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

    19.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

19.3. This certification shall be included in all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Please check the appropriate box:

■ No funds have been used or are planned to be used for lobbying in connection with this contract, or

☐ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of funds for lobbying in connection with this contract.

Agreed ■ NA ☐ Exception:

Offeror agrees to comply with the requirements in these Terms and Conditions as well as all federal, state, and local laws, rules, regulations, and ordinances, as applicable.

Company Name: CDW Government LLC

Phone Number: 813-462-4023 email address: dariber@cdw.com

Printed Name and Title of Authorized Representative: Dario Bertocchi - Vice President, Contracting Operations

Signature of Authorized Representative: Dario J. Bertocchi Digitally signed by Dario J Bertocchi Date: 2023.12.18 09:31:29 -06'00' Date: December 15, 2023

EXECUTIVE SUMMARY

As a testament to the City of Mesa's commitment to delivering the highest quality of services and vision to be leaders in procurement and strategic sourcing, CDW•G recognizes that the City has taken on a significant undertaking as the lead agency for this OMNIA Partners agreement. As a current contract holder, CDW•G is uniquely positioned to deliver a comprehensive contracting solution that simplifies buying and removes the complexity of developing and implementing IT solutions. We are committed to providing continual value and efficiency to the procurement process and have the experience and comprehensive offering to meet the City of Mesa and OMNIA Partners' needs.

Affirming our ability to create value for the City of Mesa and OMNIA Partners, in 2022, we received the Global Customer Value Leadership Award from Frost & Sullivan for the second year in a row. This award is presented to a company that demonstrates excellence in implementing strategies that proactively create value for its customers with a focus on improving the return on the investment that customers make in its services or products.

Breadth of Offerings

Since our last response to the City of Mesa and OMNIA Partners, CDW•G has undergone significant growth to continue to meet your needs in the vastly changing technology landscape. In the last year alone, we have expanded our solutions and services offering across cloud services, software development, data orchestration, ServiceNow expertise, education sector consulting, security, and systems integration. Currently, we offer more than 100,000 products from more than 1,100 different manufacturers and software publishers and are committed to expanding our products, solutions, and services to continue to meet the City of Mesa and OMNIA Partners' needs.

Local Presence

Our customers are the center of all we do at CDW•G and the fuel behind our initiatives, solutions, and services. Part of our dedication to our customers is a sales and service force best suited to the needs of our State, Local, and Education (SLED) customers. With a local presence and national reach throughout the US, our team is ready to continue serving the City of Mesa and OMNIA Partners. As you may be aware, we have coworkers in offices and remote locations in or near every major city in the US; we have 1 office nearby in Tempe, Arizona, and nearly 400 coworkers who reside in AZ.



Figure 1. US Office Locations

CDW•G and OMNIA Partners

CDW•G has been managing OMNIA contracts for 15+ years. Under our existing contract with the City of Mesa and OMNIA Partners, we have adoption within all 50 states and utilization by 900 State Agencies, 6,750 Local Government entities, 1,400 Higher Education entities, and

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by the City of Mesa are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

2,300 K-12 entities. Of these entities, we have successfully built and launched over 92 Participating Public Agency-specific agreements. CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our vastly growing portfolio of offerings.

Small and Diverse Impact Across Local Communities

CDW•G is proud to have a robust Business Diversity Program that actively contributes to the growth of small, diverse partners and makes positive community impact. CDW's diverse spend in 2022 was $3.6B; as a testament to CDW•G's commitment to how frequently we help our public sector customers meet their diversity goals with qualified partners, $2.3B of the $3.6B was solely from CDW•G. As a responsible market leader, CDW•G has the privilege, opportunity, and responsibility to partner with diverse business partners and bring them with us to every opportunity. Through our robust partner network, we can seamlessly integrate partners with the necessary capabilities into our business model, offering small and diverse businesses access to our resources while striving toward an equitable and inclusive society.

Sector-Specific Organization and Expertise

CDW•G was formed in 1998 to create a company with an exclusive public sector focus. The City of Mesa and OMNIA Partners have access to regionally based, segment-focused, dedicated CDW•G Account Teams. This segmentation ensures that CDW•G meets all your needs while supporting your vision and mission. CDW•G is among the largest education technology solutions providers as a trusted IT partner to more than 15,000 K-12 schools, as well as approximately 3,000 colleges and universities.

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TAB C
PROPOSAL QUESTIONNAIRE

PROPOSAL QUESTIONNAIRE RESPONSE

The City will evaluate and score Attachment A, Attachments C, D, and E (those responses deemed necessary to evaluate proposers qualifications and approach).

Questionnaire Instructions

Respondents must respond to each question by using the response box provided, failure to do so may result in your firm's response being found non-responsive.

Respondents must read and complete the Response Questionnaire of this RFP and provide any documentation required to support the answers to each question. Vague or disorganized Responses that do not allow sufficient information for evaluation purposes may result in rejection of a Response.

If your firm has prior experience working with the City DO NOT assume this prior work is known to the evaluation committee. All Respondents are evaluated on the information contained in their Response and presentations, if requested. All Responses must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications, or past projects.

Responses to the questionnaire and related documents and exhibits are to be organized in the same sequence as presented in the questionnaire. Supporting documents and exhibits not clearly identified to a correlating question will not be evaluated. The evaluation committee shall have the final determination as to what is considered "clearly identified".

How to Respond

The Respondent should provide a concise explanation of its capabilities to satisfy the requirements of this RFP, with emphasis on completeness and clarity of content. DO NOT assume that you will have any opportunity to make a presentation or explain any item or detail.

Minimums Qualification

The following requirement(s) have been identified as minimums for this procurement. A "No" response to any of the following question(s) (**1**) may be deemed non-responsive and the firm will be removed from the evaluation process.?

Explanation

The contractor shall provide an explanation to each question/specification, and it is your firm's responsibility to ensure that your explanation supports the chosen response (Yes, No). The City reserves the right to correct any Contractor selected response based on Contractor's explanation to each question/specification. Proposers will be scored on selected response (yes or no) and explanations given.

		Complies		***Explanations***
1.	Contractor shall have been in the business of providing the products and services described in this RFP for at least two (2).	Yes No	☒ ☐	Yes, CDW•G confirms we have been in the business of providing the products and services described in this RFP for at least two years. In fact, CDW was founded in 1984 and has sustained consistent growth since then. Specific to the public sector, we formed CDW•G in 1998 to focus on the needs of federal, state, local, and education customers. We have been providing

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	IT products and services for nearly 40 years. In addition, we have been managing OMNIA Partners contracts for more than 15 years, providing the products and services described in this RFP. Under our existing contract with the City of Mesa and OMNIA Partners, we have adoption within all 50 states and utilization by 900 State Agencies, 6,750 Local Government entities, 1,400 Higher Education entities, and 2,300 K-12 entities. Of these entities, we have successfully built and launched over 92 Participating Public Agency-specific agreements.

Firms Qualifications and General Information

	Question	Response
1.	Brief history and description of Supplier to include experience providing similar products and services.	Founded in 1984, CDW LLC (CDW) is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our broad array of products and services ranges from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure, and digital experience. Our unique company structure provides the City of Mesa and OMNIA Partners with products and services only a large national reseller can provide, combined with a local presence typical of a small business. Account Teams are segmented by agency type, Education (K-12/Higher Ed) or Government (State and Local/Federal), and by region. To provide the City of Mesa and OMNIA Partners with one contact who is knowledgeable of every nuance of their organization, every customer has a dedicated CDW•G Account Manager as their primary point of contact. Customers in the largest markets also have the support of a local Advanced Technology Account Executive (ATAE) in the field to facilitate onsite meetings and in-depth technical conversations. CDW•G is one of the largest technology solution providers in the US, currently carrying more than 100,000 name-brand technology products from over 1,100 leading IT manufacturers and software publishers. For the full list of our manufacturers and software publishers, please see our line card in Tab D, Exhibit 1. We have a large original equipment manufacturer (OEM) and software publisher presence in our offices across the country and are supported in the field by Advanced Technology Account Executives. CDW•G delivers more than just products; we deliver IT solutions and services in a manner consistent with procurement guidelines and the City of Mesa and OMNIA Partners Participating Public

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		Agencies' preferences. With subject matter experts able to advise on the right IT solutions and the purchasing avenues to accommodate efficient and seamless procurement, CDW•G offers flexibility in how customers engage with and buy from us. We pride ourselves on our innovation and a ceaseless desire to deliver an excellent customer experience. We have over 15 years of experience managing OMNIA Partners agreements. Through our contract management capabilities and nationwide state, local, and education (SLED) sales force, we have successfully expanded contracts and member utilization rates. We hold three master agreements, which include Region 4 ESC – TX - Technology Solutions, Products and Services, City of Mesa - Information Technology Solutions & Services, and Region 4 ESC – TX – Total Cloud Solutions. Additionally, we maintain ongoing strategic cadences with OMNIA Partners to drive contract utilization through enablement and marketing activities. Under our existing contract with the City of Mesa and OMNIA Partners, we have adoption within all 50 states and utilization by 900 State Agencies, 6,750 Local Government entities, 1,400 Higher Education entities, and 2,300 K-12 entities. Of these entities, we have successfully built and launched over 92 Participating Public Agency-specific agreements.
2.	Total number and location of salespersons employed by Supplier.	We currently employ approximately 15,000 coworkers globally across 51 different office locations in the US, including one office in Tempe, Arizona. In total, CDW has more than 4,200 salespersons, with approximately 1,500 salespersons at CDW•G dedicated to public sector agencies. To provide the best experience to our customers, CDW•G's sales force is segmented into four verticals: Higher Education, K-12 Education, Federal Government, and State and Local Government. Each team is further regionalized, allowing our Account Managers and Advanced Technology Account Executives (ATAEs) to dive deep into communities and build relationships with localized areas. We have provided visuals for our State and Local, K-12, and Higher Education segmentation as well as locations of our coworkers in Tab D, Exhibit 2.
3.	Number and location of support centers (if applicable) and location of corporate office.	We have 51 offices and two distribution centers around the United States, including one office in Tempe, Arizona. Our technical support technicians are based out of our Holmdel, NJ, location. CDW•G is headquartered at 230 N. Milwaukee Ave. Vernon Hills, IL 60061. **Offices and Distribution Centers** ▪ Arizona: Tempe ▪ California: Glendale, Irvine, San Diego ▪ Colorado: Centennial ▪ Connecticut: Shelton

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		▪ Florida: Boca Raton, Tampa ▪ Georgia: Atlanta ▪ Illinois: Chicago, Elk Grove Village, Rosemont, Vernon Hills* ▪ Indiana: Carmel, Indianapolis ▪ Iowa: West Des Moines ▪ Kansas: Overland Park ▪ Maryland: Columbia, Crofton ▪ Michigan: Detroit, Grand Rapids ▪ Minnesota: Bloomington, Minneapolis ▪ Missouri: St. Louis ▪ Nebraska: Omaha ▪ New Jersey: Cherry Hill, Holmdel ▪ New York: New York City (2), Pittsford, Syracuse ▪ Nevada: North Las Vegas* ▪ North Carolina: Charlotte, Greensboro, Raleigh ▪ Ohio: Cincinnati, Cleveland, Columbus ▪ Oregon: Portland ▪ South Carolina: Greenville ▪ South Dakota: Sioux Falls ▪ Tennessee: Nashville ▪ Texas: Austin, Dallas, Houston, San Antonio ▪ Utah: Midvale ▪ Virginia: McClean, Reston ▪ Washington: Bellevue, Seattle ▪ Wisconsin: Appleton, Madison, Milwaukee *distribution center In addition to our office locations, CDW•G's technical engineering team is national and will travel to customer locations. We also leverage CDW•G partners to provide local capability/services outside of our 51 support centers.		
4.	Describe any debarment or suspension actions taken against supplier	As of the date of this submittal, CDW•G certifies that to the best of its knowledge and belief, CDW•G has not been listed by any federal or state authority as debarred or suspended.		
5.	Is your firm in the process of being sold.	Yes No	☐ ☒	If yes, please explain:
6.	List three (3) government agencies references for an equivalent products and services contained in this Request for Proposal. References should be current customers and verifiable and should be able to comment on the Offeror's related experience.	Contact and required information for each of the following references are below.		

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A government agency is defined as Federal, State, County, City/Town, State/Local University/College, and School Districts.	
• Name of agency/firm • Contact person(s) with direct knowledge of the proposed solution and services provided. • Phone number • E-mail address • Products and Services provided • Length of business relationship (time)	**Response Below**
Reference #1:	▪ **Name of agency/firm:** University of California, Los Angeles (UCLA) ▪ **Contact person(s) with direct knowledge of the proposed solution and services provided:** Soren Bondesen ▪ **Phone number:** 310-794-6063 ▪ **E-mail address:** sbondesen@finance.ucla.edu ▪ **Products and Services provided:** Full Catalog of Hardware, Software and Services, including Staff Augmentation Services ▪ **Length of business relationship (time):** 11+ years University of California, Los Angeles, (UCLA) is a public research university that serves 50,000+ students and nearly 8,000 faculty members. With a vast array of degree programs and areas of study, including Law, Public Health, Hospitality, Medicine, and Theater, UCLA requires an IT provider that can meet the needs of a diverse set of students, faculty, and interests. Whether classroom technology, security and storage, audiovisual equipment, software renewals, keyboards, or staff augmentation services – UCLA depends on CDW•G to provide what they need. We support not only their IT Department but also any other department that might require IT products, like their medical school or hospitality department. Recently, UCLA has taken advantage of our Staff Augmentation Services to fill in gaps in one of their departments. We have an extensive database of candidates and save UCLA stakeholders time by finding candidates, conducting interviews, and handling paperwork. As one of our largest customers on the current City of Mesa and OMNIA Partners contract, UCLA benefits from a simplified procurement process, a knowledgeable team for all of their solution needs, and a dedicated CDW•G Account Manager to process multiple orders a day.

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Reference #2:	▪ **Name of agency/firm:** Michigan Department of Technology, Management, and Budget (DTMB) ▪ **Contact person(s) with direct knowledge of the proposed solution and services provided:** Mary Ladd ▪ **Phone number:** 517-763-0320 ▪ **E-mail address:** laddm@michigan.gov ▪ **Products and Services provided:** CDW•G's full catalog of products, solutions, and services, including Security Software, Network Management Software, Networking Products, Support Services, and more. ▪ **Length of business relationship (time):** 7 years – since August 2016 Michigan DTMB supports the business operations of Michigan state agencies through a variety of services and aims to optimize enterprise-wide business, financial, and technical services. DTMB budget services more than 50,000 end users across the State and more than 20 departments, including the Secretary of State and Treasury. CDW•G's relationship with Michigan began in 2016 when they sought a vendor who had relationships with numerous OEMs and could offer various products, services, and solutions. DTMB benefits from our ability to sell various OEM brands and our high-level partnerships with these OEMs. We offer DTMB our full catalog of products, services, and solutions while our purchasing size and scale deliver the best value to the State.
Reference #3:	▪ **Name of agency/firm:** City of Tempe, Arizona ▪ **Contact person(s) with direct knowledge of the proposed solution and services provided:** Scott Campbell, Chief Information Security and Compliance Officer ▪ **Phone number:** 480-350-8948 ▪ **E-mail address:** scott_campbell@tempe.gov ▪ **Products and Services provided:** Staff Augmentation, Information Security Consulting, Incident Response Playbook Development ▪ **Length of business relationship (time):** 7 years The City of Tempe IT Department supports more than 1,600 City employees with a population of around 185,000 constituents. Like many mid-size municipalities, their IT Department found themselves needing additional help; however, they required a partner who understood what that help looked like and knew when it was time to move forward, executing on the budget quickly, effectively, and responsibly. CDW•G focused on relationship building with key IT stakeholders, gaining trust and mindshare, and proving our

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	long-term alignment to help drive exceptional outcomes for citizens and employees. Presenting a full stack of services offerings, the City of Tempe was able to choose resources that best aligned with yearly initiatives and requirements. Using the City of Mesa OMNIA Partners contract as the procurement vehicle, CDW•G delivered on several critical services. From simply providing a network security resource to help around the margins, to providing information security ad hoc services for consulting, we have been able to continuously augment the skills of Tempe's full-time IT staff to help them deliver on their goals.
NOTE: • References listed will not be held confidential and the City will not honor Respondent's request to keep the information confidential. • Initial evaluation - Respondents will be evaluated based on the information requested and provided by references. • The City reserves the right, but does not have the obligation, to contact any or all the provided references. Proposers are encouraged to provide detailed information about each reference in the Response Questionnaire as the City may not directly contact a reference and, instead, use the information provided about a reference in the Response for evaluation. • The City reserves the right to contact additional clients or persons for references.	
7. Describe how supplier differentiates itself from its competitors.	CDW•G is a partner dedicated to walking next to our customers every step of the way in their technology journey. A significant priority in SLED IT initiatives is flexible, adaptable technology that can securely enable user needs. It's not enough to provide customers with access to products they want quickly and efficiently. Procurement and Information Technology officers need to understand their options, and SLED agencies need to know their products are securely sourced. CDW•G is uniquely positioned to serve OMNIA Partners Participating Public Agencies and is differentiated in the following areas: ▪ Business diversity programs and local impact ▪ Experience with OMNIA and OMNIA Partners Participating Public Agencies ▪ Best-in-class contract management ▪ Technical innovation ▪ Secure supply chain and distribution model

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	▪ Depth and breadth of solutions across hardware, software, cloud, cloud marketplace, professional services, managed services, and staff augmentation ▪ Past performance of successfully guiding OMNIA Participating Public Agencies through technological and industry change ▪ Public sector expertise with dedicated sales and technical resources aligned by industry A detailed description of each area of differentiation is provided below. **Robust Business Diversity Program** CDW•G is proud of our Business Diversity Program, and we believe that the structure and depth of our program are significant differentiators for each of our customers. While we are not a M/WBE-certified company, our program seeks to empower diverse and local companies in the communities we serve nationwide. Instead of simply checking the box to meet requirements, we curate a unique network of quickly deployable diverse business partners. This approach embodies the goals of our customers by creating a multiplier effect that drives job creation and contributes to lasting economic empowerment in the communities we serve. Our program allows the City of Mesa and OMNIA Partners to support their local communities through everyday IT procurement. We work closely with the City of Mesa and OMNIA Partners Participating Public Agencies to find qualified, small and/or diverse suppliers to meet your goals, based on your requirements and needs. In 2022, CDW spent $3.6B with certified small, diverse suppliers, and we currently feature over 1,400 small and diverse suppliers who we partner with on a regular basis. As a testament to CDW•G's commitment to how frequently we help our public sector customers meet their diversity goals with qualified partners, $2.3B of the $3.6B (nearly 64%) in 2022 was solely from CDW•G.

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Also in 2022, we more than doubled the size of our Business Diversity Program team to ensure that we take a customized, regional approach to better serve our diverse partners and establish local economies of scale. Our team understands the specific requirements that different states have and helps customers navigate, establish, and magnify impact, under their diversity goals. In Arizona, we've contributed the following in 2022**:**



Figure 1. 2022 Economic Impact in Arizona

CDW•G prides itself on having a strategic program that puts our Business Diversity partners first. Unlike some value-added resellers (VARs) that see diversity requirements as a box to check, we find these requirements as a way to partner with local businesses and help them grow. Our goal is for these local, diverse companies to become long-term strategic partners of both our customers and CDW•G. We provide greater insight into our Business Diversity Program in question 2 of Firm's Method and Approach below.

OMNIA Partnership Experience

Our sales force is well-versed in growing contracts and is also experienced in discussing the value of OMNIA Partners contracts. We believe the contract structure that the City of Mesa and OMNIA Partners offer, combined with our expertise in supporting dynamic procurement solutions with our broad customer ecosystem, provides a unique opportunity to optimize contract adoption and growth. Collectively, we remove the complexity of procurement and technology that

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	our customers often encounter. We understand the value of OMNIA Partners and its contracts and have been successful in expanding this contract to our customers. CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our vastly growing portfolio of offerings. Continuing to contract with CDW•G provides the City of Mesa and OMNIA Partners Participating Public Agencies with a secure partnership with a proven track record of positioning the contract nationwide and expanding the contract footprint among all SLED-eligible entities. **Contract Management Experience** While we manage numerous public sector contracts, we believe it is the breadth of our contracts and the emphasis we place on contract compliance, company-wide, that allows us to be a leader in contract management. Many suppliers have well-established delivery and installation procedures but lack the plan or personnel to ensure compliance throughout the contract's complete lifecycle. A major differentiator for CDW•G is our Program Management Team, a group of coworkers devoted to the full lifecycle of contractual sales, including managing active contracts. CDW•G invests in these resources because of our understanding that contracts are complex sets of commitments. Centralizing our contract management within one department allows us to standardize our contract management processes and share best practices. As a result, we reduce risks and improve efficiencies for CDW•G, and, more importantly, for the City of Mesa and OMNIA Partners Participating Public Agencies. With an average of over ten years of industry experience and active participation in the National Contract Management Association and World Commerce & Contracting, CDW•G Program Managers are qualified to advise and serve our customers at all stages of the contract process. CDW•G manages nearly 1,000 active SLED contracts, with OMNIA Partners contracts in the top 1% of our spend. Our contract managers become experts in their respective contract portfolios and can continue to provide insights to the City of Mesa and OMNIA Partners. Access to the CDW•G Program Management team not only ensures contract compliance but also assures the City of Mesa and OMNIA Partners Participating Public Agencies that, when leveraging this contract, their purchases and piggyback agreements are overseen not solely by a sales team member but also by a highly skilled and specialized contract compliance professional. **Commitment to Innovation** For more than 20 years, CDW•G has been at the forefront of emerging technologies, including collaboration solutions, cloud, mobility, and virtualization, which is a major aspect of

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	our ability to grow as a company. We have actively expanded our catalog, certifications, and solutions to address the latest IT developments, including cloud, IoT, software, and esports, so that we can continue to meet the evolving needs of the City of Mesa and OMNIA Partners Participating Public Agencies. In addition, we have dedicated CDW•G resources aligned to these solution areas to help the City of Mesa and OMNIA Partners Participating Public Agencies understand and implement them. Moving forward, we expect the landscape in which we compete to continue to evolve as new technologies are developed, and we will continue to evolve with those technologies. To affirm our dedication to innovation, CDW received CRN's 2023 Internet of Things (IoT) Innovators Award; this annual program honors North American solution providers that recognize the enormous potential of IoT, have integrated cutting-edge technologies into their portfolio, and are driving IoT innovation forward. CDW•G will continue to invest, organically and inorganically, in high-growth solutions and services capabilities so that we can continue to meet the needs of the City of Mesa and OMNIA Partners. CDW•G understands that the City of Mesa and OMNIA Partners Participating Public Agencies change and shift over time, and we are willing to change as technology changes. **Sourcing Products and Building OEM Relationships** CDW•G has relationships with more than 1,100 leading manufacturers. When CDW•G doesn't have a direct relationship with an Original Equipment Manufacturer (OEM), we leverage our vast distribution network (i.e., Arrow, Synnex, Ingram Micro, a diverse partner, and more) to source a product request. As such, should the City of Mesa and OMNIA Partners identify a product we do not currently provide, we will work to ensure you get what you need. Additionally, our Product and Partner Management team is dedicated to onboarding new OEMs and partners. This team works proactively to identify customer-leveraged OEMs to onboard into our ecosystem of partners. If a product is out of stock in CDW•G distribution centers, CDW•G can leverage our local and national distribution network; if the product is in stock in the distribution network, CDW•G can generally secure product(s) from our local distribution network within 24 hours. Our sales staff and engineers are in steady communication with customers regarding their needs and vendor partners regarding changing product lines and new offerings. **Ability to Adapt** CDW's market position, financial strength, and demonstrated agility enable us to deliver value that transcends helping our customers meet short-term IT objectives. We are with our customers in good times, but we are also there to help them

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	navigate difficult circumstances and unprecedented challenges. We are relentlessly devoted to helping our customers meet the challenges related to resolving their technology needs. One way we achieve this is through our agility in adapting to the unexpected, such as during the earliest stages of the COVID-19 crisis. Because CDW•G plays a critical role in continuing to supply IT products and services to our public sector customers, we prioritized a strategic response that would ensure our customers' needs were met in the face of a significant strain on the global supply chain. We worked closely with our manufacturer partners to identify product recommendations based on projected availability. At the same time, we maintained focus on the well-being of our communities and helped our customers navigate a rapidly changing environment. We implemented stringent safety measures in our distribution centers in order to maintain business continuity while prioritizing the well-being of our coworkers. Due to our having two distribution centers in different portions of the country, we are able to maintain our supply chain in the event one of those centers goes down for any reason. For example, when a customer needed to quickly deploy device rollouts to enable distance learning, they leaned on CDW•G to scope, design, and ship solutions in quick order. When the facilities expecting these shipments were closed without advance warning, CDW•G worked closely with the 17 colleges and universities to reroute packages and ensure the essential deliveries were received. Our teams successfully rerouted hundreds of shipments. As the situation continued to evolve, our teams remained in contact with our carrier partners to provide updates and continued to leverage member input and requirements to inform our company-wide strategic buying decisions. CDW•G's unmatched product and solutions offerings, coupled with an unrivaled partner network of leading manufacturers and diverse businesses, enable us to give the City of Mesa and OMNIA Partners Participating Public Agencies a partner that can adapt to any scenario, both in the short- and long-term. **Blended Distribution Model** A significant advantage that differentiates CDW•G in the marketplace is our ability to deliver the right products at the right value, right when you need them. Many of our competitors rely on what we refer to as "virtual warehouses." These resellers are entirely reliant on their distribution and OEM partners for packaging and shipping customer solutions. This virtual warehouse model introduces extended lead times and uncertainty in sourcing and supply chain security. At CDW•G, we have blended the best of our OEMs and distribution partners' fulfillment capabilities with our own

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	distribution centers to optimize quick and accurate fulfillment. Our same-day fill rate typically varies between 97% and 99% for credit-approved orders with in-stock products. **Public Sector Expertise** We have more than 30 years of extensive experience providing solutions to public sector customers across segments (federal, education, state and local). Our parent company, CDW LLC, was established in 1984, and CDW•G was established in 1998 to better serve our federal, state and local, and education customers. Public sector business comprised roughly 36% of our total annual revenue in 2022. We maintain over 1,000 contracts in order to serve these customers efficiently and compliantly. Our portfolio demonstrates widespread adoption and relevance, with customers actively transacting across all 50 states. Under the new contract, we will continue these efforts, with targeted account planning in collaboration with the City of Mesa and OMNIA Partners to expand the contract footprint to small, middle, and large entities.

Firms Method and Approach		
	Question	**Response**
1.	Provide a description of all services that can be provided by your firm or partners (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, staff augmentation, etc.).	We provide expert consulting, design, configuration, installation, implementation, cloud, maintenance, analysis, training, repair, staff augmentation, lifecycle management services, and more. We provide more insight into the services we offer, as well as products and solutions, in Tab D, Exhibit 3. Additionally, we have provided our full training course catalog in Tab D, Exhibit 4. CDW•G's full lifecycle of services supports the City of Mesa and OMNIA Partners Participating Public Agencies' internal team and helps you focus on your short-term and long-term goals. Our lifecycle of services takes a consultative approach to IT; we listen to your needs so that we can truly understand the challenges your organization faces. This level of understanding allows us to identify how technology can help you meet your goals. Then, we help you design, orchestrate, and manage your technology environment. CDW•G offers a robust range of products and services that enable the City of Mesa and OMNIA Partners to develop the best total solution to meet your specific needs while attaining the most value. As a testament to our services experience, we have recently received the following awards: ▪ In 2022, we received Frost & Sullivan's Global Customer Value Leadership Award, recognizing

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	our growing services portfolio for its commitment to our customers who seek support for their digital transformation. The award recognizes our unique focus on augmenting the value that our customers receive, beyond simply good customer service, leading to improved customer retention and customer base expansion. ▪ In June 2023, we ranked #4 on CRN's Solution Provider 500 list. This list ranks the top integrators, service providers, and IT consultants in North America by revenue. ▪ Also in June 2023, we ranked #10 out of 501 in the prestigious 2023 Channel Futures Managed Service Providers (MSP) 501 rankings; MSPs that qualify for the list must pass a rigorous review and are ranked using a unique methodology that weighs financial performance according to long-term health and viability, commitment to recurring revenue, and operational efficiency. As evidenced by more than 15 years supporting OMNIA Partners Participating Public Agencies, CDW•G's size and breadth allow us to accommodate a nationwide demand for services and fulfill obligations as a nationwide contractor. We will continue to invest in high-growth solutions and services capabilities so that we can continue to meet the City of Mesa and OMNIA Partners Participating Public Agencies' needs. We provide more insight into the services we offer, as well as products and solutions, in Tab D, Exhibit 3.
2. Please describe any local diversity program(s) or partnership your firm currently have in place. Response should also include the following: • Please define qualifications for small business/diversity program or partnership. • Does your firm have a mentoring program that supports your local partnerships? If, yes, please provide the details of your mentoring program. • Any required certifications • Number of States and Cities currently available? • Plan to expand to other States and Cities.	**Business Diversity Program – Overview** *Please describe any local diversity program(s) or partnership your firm currently have in place.* When you partner with CDW•G, you are partnering with a company where business diversity is a deeply embedded, ongoing priority. Since the inception of our Business Diversity Program in 2007, we have sought to promote diverse supplier participation representative of our customers and communities that contributes to sustainable economic growth. CDW•G is prepared to help the City of Mesa and OMNIA Partners Participating Public Agencies meet their diversity goals. We're committed to simplifying the complexity of Business Diversity for the City of Mesa and OMNIA Partners Participating Public Agencies. While we are woman-led with our CEO Chris Leahy, we are not a minority- or woman-owned business enterprise. Because we are not a large corporation with our own M/WBE certification, CDW•G has the opportunity to invest in small and diverse businesses. As a result, we drive job creation and contribute to lasting economic empowerment in communities across the US.

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Results of our Business Diversity Program

Partnering strategically with diverse and small businesses enables us to keep providing the industry's best experience while contributing to economic growth in diverse communities nationwide. Since 2007, we have spent $25 billion, $3.6 billion in 2022 alone, with certified small, diverse suppliers, and we currently feature over 1,400 small and diverse suppliers who we actively partner with on a regular basis. Of the $3.6 billion in 2022, $2.3B was solely from CDW•G supporting public sector goals.

In 2019, we became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of 40 US-based companies procuring more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.

In 2021, industry-leading research IT research firm and consultancy, Gartner, conducted a case study on CDW's Business Diversity Program for procurement leaders. Gartner concluded the following: “CDW’s supplier diversity team enables business partners to retain the best-fit diverse suppliers for new sourcing needs by providing targeted business-relevant information gathered from past supplier engagements.” Our comprehensive Business Diversity Program ultimately allows procurement officials to confidently incorporate small and diverse suppliers into their supply chain.

In 2022, we enhanced our national strategy across the US by welcoming supply chain experts to our growing team. These regional market leaders are focused on building partnerships with local suppliers and across our customer base. Their efforts have improved our agility and increased our effectiveness in identifying and mentoring new diverse partners. Additionally, this comprehensive approach enables us to gain a deeper understanding of the unique challenges, opportunities, and economies of scale present in each region. We use these real-time insights to inform and tailor our business diversity strategy, boosting both performance and impact.

In 2023, CDW hosted the BDR Summit. The Summit is an annual gathering of BDR members to discuss best practices and opportunities for supplier diversity program growth.

Benefits

Benefits of our Business Diversity Program and incorporating small and diverse suppliers include the following:

- Meet the City of Mesa and OMNIA Partners Participating Public Agencies’ small, minority-owned supplier goals without having to invest time

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	and resources into finding, evaluating, and engaging them yourself. ▪ Diversify the City of Mesa and OMNIA Partners Participating Public Agencies' supply chain, boosting your resilience and agility in an unpredictable world. ▪ Enjoy a first-mover advantage when it comes to new, cutting-edge technologies. ▪ Benefit from our strong supplier relationships and global procurement capabilities. We understand that each OMNIA Partners Participating Public Agency will have different requirements, laws, and goals. CDW•G is continuously developing more small and diverse partnerships to meet our customers' needs. These relationships include, but are not limited to, product manufacturers, distributors, and service providers nationwide who support direct (Tier 1) and indirect (Tier 2) fulfillment through presales and service engagements. We recruit diverse and disadvantaged partners locally and regionally because customer spending goals are typically tied to local laws and require the partner to be certified within their city or state. These various engagement models allow the City of Mesa and OMNIA Partners Participating Public Agencies the choice to engage with the diverse partner that suits their technology needs and where the diverse partner's business is best suited to provide support in the sales cycle. We strive for our small and diverse partners to meaningfully participate in meeting customers' IT needs. **Tier I and Tier II Programs – Overview** We realize that each customer has unique targets that require a thoughtful and dynamic approach to strategic sourcing. Our Business Diversity Program offers a broad and robust partner network. The following are a few ways that CDW•G can support the City of Mesa and OMNIA Partners Participating Public Agencies in meeting your diverse supplier goals: ▪ Educate users on CDW•G's business diversity program and how to initiate a planning session. ▪ Conduct customer-focused planning sessions with CDW•G Account Manager and Business Diversity program representative. ▪ Utilize information gathered from planning sessions to develop custom plans to achieve customer goals around Business Diversity. ▪ Perform ongoing engagement to adjust plans as necessary. More insight into our Tier I and Tier II Programs is below: **The Tier I Program**

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	CDW•G is continuously developing additional small and diverse partnerships to meet the City of Mesa and OMNIA Partners Participating Public Agencies' Tier I needs. In fact, we offer an online registration tool where businesses can register for future opportunities with CDW•G. Our growing list of suppliers means that the City of Mesa and OMNIA Partners Participating Public Agencies can count on CDW•G to deliver against their diversity spending targets. CDW•G has also partnered with M/WBE leasing companies that can support the City of Mesa and OMNIA Partners Participating Public Agencies' Tier I spend requirements. CDW•G's Tier I program offers a low-risk experience for agencies looking to achieve direct spend with small, disadvantaged businesses while upholding the highest standards of IT procurement. **The Tier II Program** In an effort to foster even more opportunities for small, diverse businesses, CDW•G launched a Tier II Business Diversity Program in 2009 for its key manufacturing, distribution, and logistics partners. The program's goal is simple: to further opportunities for competitive small and diverse suppliers to supply goods and services to CDW•G and deliver them to our customers like the City of Mesa and OMNIA Partners Participating Public Agencies. CDW•G also provides Tier II reporting to customers that track their spending, ensuring that suppliers meet contract compliance and obligations. Our Tier II reports show the items that CDW•G purchased from diverse suppliers, all items that our customers purchased from CDW•G, and all items that CDW•G purchased from diverse suppliers to fulfil customers' orders directly. A major advantage to this model is the ability to recognize spend across multiple diverse firms by leveraging CDW•G's network of vetted hardware and software suppliers. **Recent Awards and Recognition** Recent notable awards that demonstrate our commitment to diversity include: ▪ 2023 Military Times Best for Vets: Employers List ▪ 2024 Military Friendly Employers Award from Military Friendly ▪ 2023 Best Employers for Diversity – Forbes ▪ In February 2023, we were named one of America's Top Corporations for Women's Business Enterprises (WBEs) by the Women's Business Enterprise National Council (WBENC). According to the WBENC, this honor is the only national award recognizing corporations for world-class Business Diversity programs that reduce barriers and drive growth for women-owned businesses

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- Ranked #11 of Nasdaq 100 companies for its ESG reputation in December 2022

Commitment to Helping Close the Digital Divide

An essential part of our Business Diversity Program is our commitment to closing the digital divide. One of CDW•G's core values and strengths is making technology work so people can do great things. However, we recognize that technology doesn't work equally for everybody, and reliable access to technology is often not equitable, resulting in a digital divide. We are determined to change this narrative and are passionate about closing this divide within our company and the communities we support. Through our Business Diversity Program, we are actively working towards digital equity and making a positive impact. Below are a few of the ways we work to close the digital divide:

Promoting Digital Equity

CDW•G prioritizes digital equity by providing products and services to sectors that need them the most, such as education, healthcare, and government. We firmly believe that closing the digital divide requires collaboration from all leaders, within and outside our organization. By partnering with like-minded organizations that share our commitment to digital equity, we can amplify our collective impact and bridge the gaps we see everywhere.

Business Diversity

Our Business Diversity Program is a critical differentiator for CDW•G, enabling us to deliver increasingly innovative products, services, and solutions to our customers. We take pride in our comprehensive and active program, recognized as global champions for Business Diversity by esteemed organizations like Gartner, the Billion Dollar Roundtable, and WEConnect International. We also embrace the responsibility of sharing our experience and expertise with our customers and suppliers because we believe that when they succeed, we all win.

Driving Economic Empowerment in Communities

Investing in small and diverse businesses presents a unique opportunity to create jobs and contribute to lasting economic empowerment in our communities. With the global population becoming increasingly diverse, minority audiences are emerging as a significant target for companies, and diverse-owned businesses play a vital role in the small business sector.

Commitment to Fostering Equity

CDW•G is committed to fostering equity and ethical behavior throughout our global supply chain. We continually advance our global Business Diversity strategy, and in 2022, our operations in Canada and the

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	UK exceeded their diverse spend targets. Collaboratively with our customers and supplier partners, we believe in the power of community members as drivers of prosperous, resilient local economies, creating efficiencies throughout our global supply chain. *Increasing our Diverse Supplier Spending* Our commitment to business diversity is demonstrated by our substantial spend with small and diverse businesses. Since 2007, we have transacted over $25 billion with these enterprises. *Social Impact* We are committed to making a long-lasting, meaningful difference through our global Social Impact program. With more than 80 social impact partners and as members of Tech for Good, we invest in technology that creates deliberate, positive social benefits. One recent partnership is with Compudopt, a national nonprofit that provides technology access and education to under-resourced youth. Our collaboration across the country aligns with our shared strategy of providing access to technology. Through local donation drives and employee engagement at Compudopt locations, we empower youth by repurposing personal, non-company computers and educating them about the potential of technology. **Qualifications for Small Business/Diversity Program** • *Please define qualifications for small business/diversity program or partnership.* We have a proactive approach to identifying and engaging diverse subcontractors and partners in our projects. CDW•G has a comprehensive vetting process that ensures each small and diverse partner can meet our customers' quality and performance expectations. Partner selection is based upon such criteria as business case, price, responsiveness, quality, geographic reach, available skill set, length of the project, and overall customer satisfaction. Committed to growing our Business Diversity Program, CDW•G actively seeks out diverse suppliers through Business Diversity databases, attends Business Diversity events and trade fairs, and collaborates with diversity-focused organizations and industry associations. We also maintain a comprehensive internal Business Diversity database that is constantly growing; this resource serves to connect project managers with qualified, diverse subcontractors and partners. Should the City of Mesa and OMNIA Partners Participating Public Agency have specific goals to meet, we will work with you to identify and engage a qualified, diverse subcontractor so that you can not only meet your own goals but also positively contribute to your own communities.

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Mentoring Programs

- *Does your firm have a mentoring program that supports your local partnerships? If, yes, please provide the details of your mentoring program.*

Mentorship and advocacy are integral components of our Business Diversity Program. It's one way we live up to our commitment to build stronger communities through economic inclusion. We have had numerous successes with mentor protégé programs with entities such as the City University of New York (CUNY) and Texas Tech University; these programs are designed to enhance diverse partners' capabilities, assist in meeting development goals, and improve their abilities to compete for and win contracts. With these programs, we are able to help grow their businesses and relationships.

Building on that momentum, we've collaborated with other universities to expand our efforts to help diverse businesses capitalize on their expertise to win business. In August of 2023, we welcomed our fellow BDR members to our Vernon Hills, Illinois, headquarters for BDR's 2023 summit to share best practices in pursuit of the collective vision to leverage our supply chains and positively impact our world.

During the year, we expanded our partnership with Disability:IN, a leading nonprofit resource for business disability inclusion worldwide. As an Inclusion Works partner company, we're proud to mentor disability-owned businesses. Disability:IN's Inclusion Works program provides companies with a team of disability inclusion experts to help them create an inclusive culture while simultaneously developing a sustainable recruitment strategy.

Required Certifications & Partner Certifications

- *Any required certifications*

While we are and have been woman-led with our CEO and Chair Chris Leahy since January 1, 2019, we are not a minority- or woman-owned business enterprise. Because we are not a large corporation with our own M/WBE certification, CDW•G has the opportunity to invest in small and diverse businesses. As a result, we drive job creation and contribute to lasting economic empowerment in communities across the US.

All of our diverse partners are required to hold and maintain diversity certifications. CDW•G accepts certifications from national and international Business Diversity certification councils, as well as city, state, and federal government entities.

States and Cities

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	• *Number of States and Cities currently available?* Our Business Diversity Program is active in all 50 states, as well as Canada and the United Kingdom. **Plan to Expand** • *Plan to expand to other States and Cities.* CDW•G continuously seeks new partnerships that help our customers meet their small and diverse supplier goals and support local communities. As a testament to our effort to continue building our Business Diversity Program, we enhanced our national strategy across the US by welcoming supply chain experts to our growing team in 2022. These regional market leaders are focused on building partnerships with local suppliers and across our customer base. Their efforts have improved our agility and increased our effectiveness in identifying and mentoring new diverse partners. Additionally, this comprehensive approach enables us to gain a deeper understanding of the unique challenges, opportunities, and economies of scale present in each region. We use these real-time insights to inform and tailor our business diversity strategy, boosting both performance and impact. As a whole, CDW•G's Business Diversity Program goals are to increase procurement opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, disabled-owned, and other small, disadvantaged businesses. Our philosophy on diversity extends beyond our coworkers, the customers we serve, and the communities we live in to include our valued supplier partnerships. Our commitment to strategically partner with qualified businesses enables CDW•G to continue to provide the best customer experience while contributing to economic growth in diverse communities. **Small and Diverse Partner Testimonials** *MBE Testimonial – KNZ Solutions* KNZ Solutions, a certified minority-owned business, was founded in 2017 by Khaled Mussa. Here's what KNZ has to say about their partnership with CDW•G: "CDW•G has been an invaluable support to KNZ Solutions. Their commitment to fostering collaboration and nurturing partnerships truly sets them apart. Their expertise, resources, and unwavering dedication played a pivotal role in navigating the challenges inherent in our industry. The impact of this partnership extends far beyond the bottom line – KNZ's employee count increased, and jobs were created. Our partnership has not only elevated our business but has also reinforced our belief in the transformative power of meaningful partnerships. We look forward to continued success and growth together."

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	WBE Testimonial – BlackHawk Data BlackHawk Data is a New York-based WBE founded in 2018. Read about the BlackHawk Data and CDW•G Partnership below: "One of my primary go to partners has always been CDW. I knew if I went to them for advice, suggestions, and just to simply talk to, they would help me get through the start up phase. Well, they did more than that. Along with the local team in New York, the CDW Diversity Team helped me and made introductions to people around the US that I would not normally have met. I do honestly owe a good amount of our success to the CDW Team. As without them, getting through some of the hardest and darkest times may not have been possible without them. Because of partners like CDW, we have been able to grow the business to 45 people, hopefully, $60M in 2023, and become a CRN Triple Crown Winner. My heart is full with love and continued support on building our relationship." *WBE Testimonials – WBENC Conference* In 2023, CDW funded a booth for 15 woman-owned businesses at the annual Women's Business Enterprise National Council (WBENC) conference. This financial commitment directly impacted the growth of those businesses. Here's what two women had to say: Pam Feld, CEO, WBE/MBE: The booth sponsored by CDW afforded me the opportunity to deepen existing corporate relationships and engage with a multitude of WBEs from all over the country. I came away with 2 RFPs, 4 potential speaking opportunities, and 6 meetings lined up for expanding relationships. Mellissa Tong, CEO, WBE/MBE: I was really grateful that my talk at CEO Success Community Booth 718 was so well received that I got a recommendation to deliver a one-hour talk on Storytelling for Branding and Marketing for Maui's Economic Development Center in late April. Then, I was contacted by WBENC national to do a pitch workshop for them on May 5th. None of this would have happened without CDW's generous support of Booth 718 at WBENC in 2023. *MBE Testimonial – Betis Group* Betis is a minority-owned systems integrator with 25 years of experience providing Information Technology consulting and solutions on a global scale. Here's what Betis had to say: Betis and CDW have enjoyed a highly successful relationship since 2001. Thanks to CDW's successful

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	contract win record, Betis provided project management, technical, and device installation services at more than 100 locations around the world. Over the last several years, our relationship [with CDW] has expanded as Betis helps support and deliver CDW's winning formula for gaining market share with private-sector customers who want to buy through a Tier-1 Diversity Supplier. The strategic collaboration between Betis and CDW has led to the acceleration of delivery and solutions for both our companies.
3. Please provide a statement regarding any sustainable, environmental, or socially responsive initiatives or practices your firm or suppliers have engaged in. This can be related to the specific products and/or services contained in this RFP.	CDW•G collaborates with our coworkers, customers, technology partners, and communities to improve the environment, create positive social impact, and live and operate in a more sustainable and ethical world. Our Environmental, Social, and Governance (ESG) journey and priorities are focused on where CDW•G is uniquely positioned to make the greatest impact and sustainably add value. While we have provided insight into our ESG Program below, we encourage the City of Mesa and OMNIA Partners Participating Public Agencies to explore our 2022 ESG Report here. CDW is raising the bar on our ESG program. We have expanded the leadership and governance of our ESG program, named a global head of ESG, and designated risk and ESG business leaders across the business. We also created a Climate Task Force to drive climate awareness within CDW and lead the development of our global climate strategy. **Environmentally Preferable Products** Our commitment to sustainable and socially responsible technology implementation remains a priority, and we have advanced these efforts by enabling online searchable access for customers to an expanded portfolio of environmentally certified products and cloud-based solutions that improve energy efficiency. The City of Mesa and OMNIA Partners Participating Public Agencies can identify and select from a broad range of environmentally certified products (Energy Star, Electronic Product Environmental Assessment Tool (EPEAT), and TCO Certified) and cloud-based solutions that deliver added energy efficiency. CDW•G assists customers in determining environmentally preferable products in many ways, including: ▪ Providing website specifications for each product details; i.e., EPEAT and/or Energy Star compliant and specific power consumption data, where available ▪ Providing a portfolio of manufacturers that are committed to producing environmentally friendly

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	technology and that have programs and policies that support their commitment. ▪ Offering products that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products ▪ Training our sales teams on the requirements of Executive Order 13101 Greening the Government Through Waste Prevention, Recycling, And Federal Acquisition CDW•G is committed to protecting the environment by continuing to manage our business with increased efficiency and understanding the full extent of our environmental impact. While we strive for continuous improvement in the environmental performance of our operations, we recognize our greatest opportunities to impact the environment lie in our supply chain and our ability to work with our partners to address issues such as climate change and waste reduction. More than ever, we are focused on working with our partners and outside experts to evaluate our environmental impacts and opportunities. Our environmental efforts also include continuing to focus on waste reduction at our facilities and expanding our participation in leading electronics recycling programs that benefit our customers, partners, and communities. We are very proud of the outstanding efforts of our coworkers in the areas of workplace culture and coworker engagement, diversity, equity and inclusion, business diversity, digital equity, and other forms of social impact. We are also pleased to highlight that we have made the strategic decision to align our ESG priorities with eight of the UN Sustainable Development Goals. **Environmental** CDW•G is committed to being a good steward of the environment and earth's natural resources. We strive to continuously improve our own environmental performance while growing our business and supporting our partners and customers. Given our role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions. We continue to elevate our role in sustainable and socially responsible technology by working with our technology partners to promote their environmentally certified products

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	and solving for our customers' outcomes around their ESG goals and priorities. In 2022, we made it easier for our sales teams and our customers to identify and select from a broad range of environmentally certified products and cloud-based solutions that deliver added energy efficiency. CDW•G e-commerce sites enable the City of Mesa and OMNIA Partners Participating Public Agencies to filter their online catalog search to identify and buy third-party-certified products, and our sales teams are trained to assist the City of Mesa and OMNIA Partners Participating Public Agencies with finding and selecting these products. Our goal is to be able to offer all of our customers full stack of solutions that address a broad spectrum of environmental considerations. In addition to third-party-certified products, we are enhancing our ability to deploy and configure products remotely to reduce the environmental impacts of packaging and transportation, and offering device recovery and recycling programs to reduce electronic waste from products that need to be replaced. **Social** Our commitments to diversity, equity and inclusion, business diversity, digital equity for our communities, and other forms of social impact strengthen us. We are very proud to have so many partners and customers join us on this journey. CDW•G takes a comprehensive approach to diversity, equity, and inclusion (DEI). We are deliberate and focused on creating a culture where The CDW Way becomes a lived reality – where our dedication to our values of trust, connection, and commitment is evident and where belonging is an everyday experience for all our coworkers, customers, business partners, and communities. CDW•G is committed to embracing and fostering diverse thinking, inclusive behaviors, and equal opportunity across our global operations. ▪ For our coworkers, we strive to attract diverse talent, create opportunities for advancement and professional growth, and provide a sense of inclusion and belonging where everyone can be their authentic self. ▪ In our supply chain, we are committed to maintaining an industry-leading business diversity program. ▪ In our communities, we have focused our Social Impact commitments around digital equity to help close the digital divide. Our Social Impact approach empowers coworkers, partners, and stakeholders to create sustainable and equitable change in the world. *Business Resource Groups*

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	CDW's Business Resource Groups (BRGs) continue to play a vital role in the coworker experience by encouraging connection and serving as a forum for coworkers to make their voices heard, build awareness, celebrate their affinity area(s), serve their communities, bolster allyship, offer professional development opportunities, and provide perspective on diversity and inclusion initiatives. *Committing to Diverse Talent* We aspire to be the best place for diverse talent by promoting equity in our processes for hiring, advancing, developing, and retaining our coworkers and leaders. We strive to attract a diverse talent pool so we can increase diversity representation in all forms within CDW. To put our commitments into action, we have adopted a strategic, integrated approach to continuously address the representation of both professionals of color and women at all levels of our organization – from hire to retire. In addition to our focus on enhancing the diversity of our candidate pool and new coworker population, we also aim to expand diversity at the manager and director levels, which creates upward mobility toward vice president and executive leadership positions. *Social Impact* CDW Social Impact makes a concerted effort to: ▪ Engage our coworkers by encouraging and supporting them to broaden their awareness and give their time and resources to the causes that matter most. ▪ Empower our communities by building new and expanding existing nonprofit partnerships throughout the world that align with our purpose and values. **Governance** We know that integrity, trust, and good corporate governance matter to all our stakeholders. By ensuring smart governance and ethics and compliance practices, we continue to earn the trust and confidence of our stakeholders, which enables us to sustain our success and create long-term shareholder value. *Corporate Governance* CDW's commitment to good corporate governance is unwavering - from our Board to our Executive Committee to all levels of our organization. The governance structure of the company is designed to be a working structure for principled actions, effective decision-making, and appropriate monitoring of both compliance and performance.

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	Ethics and Compliance Our ethics and compliance program is built around our efforts to guard and protect that trust. The CDW Way Code, which applies to all coworkers and directors, is the basis for how we work at CDW. It is imperative that CDW ensures we adhere to The CDW Way Code and follow all legal and regulatory requirements. It defines our standards for corporate behavior and provides direction and insight into the ethical and legal issues coworkers may face. Further, the Code focuses on the importance of organizational and individual accountability as we work to maintain the trust of our fellow coworkers, customers, shareholders, and other stakeholders. Topics addressed in the Code include: ▪ Confidentiality of company, customer, and business partner information ▪ Avoidance of conflicts of interest ▪ Compliance with government contracting requirements ▪ Fair dealing ▪ Marketing practices ▪ Financial integrity *Data Privacy and Information Security* Aligned with our commitment to ensuring strong ethics and compliance, we continued to build on our data privacy strategic framework in 2022 with the rollout of a formalized mission, principles, and objectives for ensuring strong data ethics. Through global collaboration and a proactive, adaptable approach, our data privacy program strives to: ▪ Enable CDW's continued growth ▪ Support a strong culture of thoughtful and responsible data use ▪ Improve and implement controls, policies, and processes to ensure privacy compliance **2022 Progress and Milestones** 2022 was a year of significant ESG progress and milestones. We extended our efforts to address critical areas such as access to environmentally certified products, climate action, waste reduction, coworker engagement, recruiting of tech talent, diversity, equity and inclusion, social impact, business diversity, governance and ethics, and global information security. We also significantly expanded our efforts to engage in ESG discussions with our investors, coworkers, customers, partners, and communities. Specific strategic milestones during the year included: ▪ Added a global head of ESG to our team and designated risk and ESG business leaders across the business

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		▪ Began refining our ESG governance structure to drive greater accountability and ongoing engagement with leaders and subject matter experts ▪ Engaged leaders and teams throughout the enterprise in an ESG strategy development process ▪ Created a cross-functional, geographically diverse Climate Task Force to drive climate awareness within CDW and lead the development of the company's global climate strategy ▪ Made the strategic decision to align our ESG efforts with eight of the UN Sustainable Development Goals ▪ Initiated an ESG materiality assessment refresh that will be completed in 2023 and will guide our strategic focus in the coming years We are committed to a high degree of transparency about our ESG performance – in our annual ESG report, on our website, in our Task Force on Climate-related Financial Disclosures (TCFD) and Sustainability Accounting Standards Board (SASB) disclosures, and in our proxy and annual report.
4.	Does your firm or partners use packaging that is reusable or recyclable?	Yes, we use 100% recyclable envelope shippers as well as pick-pack shipping containers, which are made from the maximum allowable amount of post-consumer recycled material and are 100% recyclable. **Partners** We also maintain freight service contracts with UPS, FedEx, and DHL. Insight into their packaging is provided below: ▪ UPS offers reusable packaging. ▪ FedEx offers packaging options that are reusable, recyclable, and made from recycled content. ▪ DHL has various policies and standards they follow, including using paper that is recycled, and using 30% certified renewable material for shipping labels, tape, and pallet wrap, and 50% certified renewable for void fill material and mailing bags.
5.	Does your firm or partners operate hybrid vehicles? If yes, please describe the vehicles.	CDW•G does not maintain a fleet of vehicles for delivery. As a result, we do not directly operate hybrid vehicles in the US. Currently, approximately 98% of our US shipments are delivered by carriers enrolled in the US EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation efficiency, and all of our US shipments are handled by carriers with climate

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	goals. We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. In addition, CDW UK has multiple transportation efficiency efforts in place, including using net zero couriers, bulk purchasing and delivery, and reducing air travel through in-country services. There are 45 hybrid vehicles on order for 2023 delivery, representing 59% of our UK fleet. **Partners** We believe it is important that our partners have similar missions and values as CDW•G and our customers; we maintain freight service contracts with UPS, FedEx, DHL, and less-than-truckload (LTL) freight providers, including highly secure transportation options. Insight into our partners' hybrid vehicles is below: ▪ UPS operates hybrid electric package-delivery vans to reduce use and emissions of its fleet. ▪ FedEx operates more than 170 hybrid vehicles around the globe, including the largest fleet of commercial hybrid trucks in North America. ▪ DHL Express deployed 100 new electric delivery vans in 2021. ▪ CEVA Logistics is leveraging Plug-in Hybrid Electric Vehicles and Mild Hybrid Electric Vehicles. ▪ Expeditors implemented EVs in their operations.
6. Does your firm or partners vehicles operate/run on renewable fuels such as, but not limited to biodiesel, biogas, or renewably product synthetic fuels? If yes, please describe the vehicles.	While CDW•G does not own/operate vehicles that run on renewable fuels, we maintain freight service contracts with UPS, FedEx, DHL, and less-than-truckload (LTL) freight providers, including highly secure transportation options such as Tforce Freight, Expeditors, DHL, and Ceva. **Partners** Insight into our partners' vehicles is provided below: ▪ UPS owns one of the world's largest private fleets of alternative fuel and advanced technology vehicles, including, but not limited to, Compressed Natural Gas, Electric Vehicles, Hybrid Vehicles, and E-Bikes. They are collaborating with suppliers to increase alternative delivery options like E-Powered Semi Trailers and electric vertical take-off and landing. By 2025, 40% alternative fuels will be used in UPS's ground operations. ▪ FedEx's fleet of over 6,200 alternative fuel vehicles includes hybrid, electric, liquefied, or compressed natural gas, liquefied petroleum gas, and hydrogen fuel cell vehicles.

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		▪ Tforce does not have any equipment that runs on renewable or synthetic fuels. ▪ Expeditors is a US EPA SmartWay Program partner and has saved an estimated 750,359 metric tons of CO2 since 2010. They have a target to reduce the scope of CO2 emissions per square foot from mobile equipment by 20% by the end of 2025, resulting in 95% of their forklifts being electric. ▪ DHL's assets run on 20% Biodiesel Mix. ▪ Ceva has hydrogen and natural gas for select vehicles in the US; these are modified trucks that accept hydrogen and natural gas instead of diesel.
7.	Does your firm or partners use any of your firms' vehicles have automatic start/stop technology?	CDW•G does not operate a fleet of vehicles for delivery. As noted in question 6, we partner with economically responsible couriers. In addition, CDW's two distribution centers use stand-up electric forklifts; these automatically shut off once the user steps off the forklift. **Partners** Insight into our partners' vehicles is below: ▪ UPS leverages a range of technologies and processes that reduce engine idle time and ensure a lower-carbon journey. ▪ FedEx does not provide specific information about start/stop vehicles for their fleet; however, they estimate by 2025, 50% of parcel pickup and delivery is intended to be electric. Additionally, FedEx was the first customer to receive 150 new BrightDrop Zevo 600 vans, which have zero tailpipe emissions. ▪ DHL's assets have set idling parameters to shut off after 15 minutes of idling and auto-start once the pedal is touched. ▪ Ceva uses auto start/stop technology for its natural gas and electric vehicles in the US and across the globe.
8.	Please explain your firm's process for accepting and process requests for quotes using contract rates. Please include number of days or hours required to generate/issue request quote and deliver to customer.	The City of Mesa and OMNIA Partners Participating Public Agencies can request quotes directly through your dedicated CDW•G Account Manager or online through your CDW•G Account Center. The rates in your Account Center will reflect special contract rates; dedicated Program Manager, Ty Robles, will ensure the correct contract price is maintained. Ty regularly conducts self-audits to ensure pricing compliance and takes corrective action if needed. **Through Your CDW•G Account Center** The City of Mesa and OMNIA Partners Participating Public Agencies can create a quote instantly, right from your own

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		shopping cart. Once you build your cart, you can either create the quote and send it to yourself for later, or you can purchase the items right then and there. Regardless of whether you decide to save your quote or purchase, your CDW•G Account Manager will get a copy of your quote or order for review. Once the City of Mesa and OMNIA Partners Participating Public Agencies are ready to order, your CDW•G Account Manager will review before manually releasing the order. This step helps mitigate incorrect orders. **Through Your CDW•G Account Manager** Should you choose to have your Account Manager create a quote for you, the City of Mesa and OMNIA Partners Participating Public Agencies can review it moments after your Account Manager creates it. From there, the quote can be printed, forwarded to colleagues or managers for pre-authorization, or converted to a live order. When you request a quote through your CDW•G Account Manager, he or she strives to respond to standard requests for quotes quickly. Quotes that require research or input from a specialist may take a little longer to complete. A standard quote will typically be returned within 24-48 hours.
9.	How many orders are processed daily on an average?	On average, we process 14,000 orders per day. The Vernon Hills distribution center processes an average of 90,000 units per day. The Las Vegas distribution center processes a daily average of 47,000 units per day. We ship 40,000 to 50,000 boxes per day, depending on the time of year. Our large, on-hand inventories and strategically located distribution centers allow us to ship the City of Mesa and OMNIA Partners Participating Public Agencies' products to your locations quickly and cost-effectively. Also, our proximity to our principal distributors enables us to obtain competitively priced, non-stocked items for quick turnaround.
10.	What is the highest number of orders processed in a single day?	The highest number of orders processed in a single day was approximately 19,000 orders.
11.	Describe your delivery commitment:	As one of the largest solution providers in the US, CDW•G has positioned itself very closely with the major shipping companies and other delivery service companies to provide standard or expedited product delivery. Due to extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have on-site employees at our distribution centers, individuals with a track record of supporting CDW•G with

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	sophisticated capabilities to leverage their intermodal transport options. In addition, your CDW•G Account Manager will keep you informed regarding delivery expectations. If any item is out of stock, he or she will continue to provide updates regarding the expected delivery time. Order status information is also available 24 hours a day in your CDW•G Account Center. Our purchasing department maintains ample supply of goods on hand between our Illinois and Nevada distribution centers. We have multiple staging options, including pre-order and buy and hold agreements, which are subject to additional terms and conditions. This service allows inventory to be stocked for customers in order to manage situations such as large customer rollouts or to take advantage of certain market conditions. We have a replenishment program that has specific criteria for each manufacturer and takes lead time into consideration when placing orders. We have Electronic Data Interchange (EDI) feeds with most of our suppliers, outlining quantity, location, and cost of goods. CDW•G leverages its position in the competitive channel and overall buying power to secure favorable product discounts. As a result, we can pass along the volume discount savings to the City of Mesa and OMNIA Partners Participating Public Agencies, and many products are available for immediate shipment.
a. What is your fill rate guarantee?	Our same-day fill rate typically varies between 97% and 99% for credit-approved orders with in-stock products. Order fulfillment may vary due to the addition of configuration services and based upon the complexity of those services. Our strong working relationships with manufacturers and distributors, effective inventory management procedures, and state-of-the-art automated systems allow us to provide the products that you need when you need them. Additionally, our ISO-certified (ISO 9001:2008) order fulfillment procedures and requirements meet rigorous industry standards to ensure that your order is shipped quickly and accurately; overnight and Configurations-Priority orders receive processing priority during order fulfillment.
b. What are your delivery days?	CDW•G's standard delivery is Monday through Friday, excluding Thanksgiving, Christmas, and New Year's Day. Arrangements can be made based on the City of Mesa and OMNIA Partners Participating Public Agencies' needs to fulfill orders on weekends and holidays for an additional fee. Customers should provide at least a 48-hour notice in order to allow time to properly set up any weekend or holiday deliveries.

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c. Do you offer next day delivery?	Yes, CDW•G can ship same day, overnight/next day, 2nd day, 3rd day, and ground in most US geographies. An expedited freight charge may be added for this service.
d. How do you facilitate emergency orders?	Whenever a City of Mesa and OMNIA Partners Participating Public Agencies Participating Public Agency's order requires expediting, it will be treated with priority. If an emergency situation arises, contact your dedicated CDW•G Account Manager, who will place the order and arrange for expedited delivery. Due to our very large inventory at our two distribution centers, it is very likely that we will have the product(s) you need for immediate shipping. Overnight and Configurations-Priority orders receive processing priority during order fulfillment. The most economical option is to utilize FedEx or UPS for overnight delivery for arrival by 10:30 AM the next morning (to most areas). However, FedEx and UPS may not be available options for heavy-weight shipments. CDW•G Account Managers can help identify the best option available depending on the weight and destination.
e. Are shipping charges exempt for ALL who use this contract?	Unlike some vendors, CDW•G offers no charge ground freight for shipments less than 70 pounds within the 48 contiguous United States. For those instances that are larger than 70 pounds or require express or overnight delivery, shipping costs will be pre-paid by CDW•G and added to the customer invoice.
f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.	CDW•G encourages the City of Mesa and OMNIA Partners Participating Public Agencies to contact their dedicated CDW•G Account Manager to assist with any such issues. The CDW•G Account Manager is the City of Mesa and OMNIA Partners Participating Public Agencies' dedicated resource for all requests; he or she is responsible for intake of the problem, identifying paths to resolution, and working with you to determine an acceptable resolution. CDW•G Account Managers are backed by an extensive team of technical, finance, partner, and operations coworkers. If the Account Manager evaluates the issue and determines he or she cannot personally assist you, he or she will engage and collaborate with our Customer Relations Department to assist. Customers may also reach out to Customer Relations directly. To help mitigate incorrect orders from being placed, CDW•G Account Managers review each order before it is released. **Ordering a Wrong Product** However, should you order the wrong product and wish to return it, the City of Mesa and OMNIA Partners Participating Public Agencies have the option to start your return on your online CDW•G Account Center. To return a product, you will need to access the Recent Orders history of your

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		account. Then, select the Order Number for which you would like to request a return or search for an order by date or purchase order number. You will be taken to the Order Details page. In the Product Details section, you have the option to select "Request a Return." Select the item(s) you wish to return. Please detail the reason for your request. When your return is approved, you will receive a Return Merchandise Authorization (RMA) number, which must be included with the returned merchandise. The RMA number is valid for 10 business days. Returns within 30 days from invoice date can be for exchange, replacement, refund, or credit at CDW's discretion. Please be aware that specific manufacturers have more restrictive return policies and may be subject to a return fee. If the product is returned and accepted after 30 days, credit will be issued toward future purchases only. **Receiving a Defective Product** In the rare situation that you receive a defective product, you may return most defective products directly to CDW•G within 15 days of invoice date and receive, at CDW•G's discretion, credit, replacement, exchange, or repair. After 15 days, only the manufacturer warranty applies.
12.	Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?	An invoice will be mailed the day after the product(s) is shipped out of one of our distribution centers. Another option is electronic invoicing; the City of Mesa and OMNIA Partners Participating Public Agencies can request that invoices be sent via PDF instead. The PDF would be sent the same day that the invoice is generated in the system. When a product is drop shipped from a vendor, CDW•G will invoice the customer once we receive the invoice from the vendor. Copies of original invoices can be printed via your CDW•G Account Center. If there are ever any questions with regard to an invoice, you should contact your Account Manager so the situation can be resolved in a timely manner. CDW•G proudly offers summary invoicing; we can consolidate invoices into one invoice on a weekly, bi-weekly, or monthly basis.
13.	Describe the types of customer service available to agencies that use this contract:	We encourage the City of Mesa and OMNIA Partners Participating Public Agencies to reach out to their dedicated CDW•G Account Manager to resolve problems; he or she will always listen, escalate as needed on your behalf, and help resolve any problem you may have. Additionally, CDW•G has customer relations representatives who are available to resolve post-sales inquiries from 6am until 8pm MT, Monday through Friday.

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	We service customers through phone support, email, and live chat. The City of Mesa and OMNIA Partners Participating Public Agencies can contact our customer relations, technical support, and website support teams directly. **Customer Relations** The customer relations staff tracks lost packages, submits claims to carriers, handles Return Merchandise Authorizations (RMAs), and sends out replacements for damaged or defective products. **Technical Support** We also provide Technical Support for product troubleshooting, including product support, download support, install support, and cloud support. **Website Support** Should the City of Mesa and OMNIA Partners need any additional assistance with our website, we also provide website support for sign-in help, account settings, site features, site security. Hours and contact information for each is provided below.
a. Is online support available?	Yes. In addition to emailing your CDW•G Account Manager, online support is available via live chat or email for customer relations, technical support, and site support. **Customer Relations** ▪ Online Chat M-F from 6am to 5pm MT ▪ Email (Reply within 24 Hours): CustomerRelations@cdw.com **Website Support** ▪ Online Chat M-F from 6am to 5pm MT ▪ Email (Reply within 24 Hours): e-account@cdw.com **Technical Support** ▪ Online Chat M-F 6am to 6pm MT ▪ Email (Reply within 24 hours): support@cdw.com ▪ Managed Services: Email (Reply within 24 hours): CDW-ECC@cdw.com
b. Is phone support available?	Yes. In addition to your CDW•G Account Manager, whose contact information is available in your CDW•G Account Center, phone support is available for customer relations, technical support, and site support. **Customer Relations** ▪ 866.782.4239 (Mon-Fri 6am-8pm MT) **Website Support**

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	▪ 888.239.7270 (Mon-Fri 6am-5pm MT) **Technical Support** ▪ 800.383.4239 (Mon-Fri 6am-5pm MT) ▪ Managed Services: 888.239.7270 (Mon-Fri 6am-5pm MT)
c. Other?	**Orders, Quotes, and Availability** ▪ Online Chat M-F from 7am to 6pm MT ▪ Email (Reply within 24 Hours): cdwsales@cdw.com ▪ 800.800.4239 (Mon-Fri 6am-6pm MT) **Customer Relations** ▪ Online Chat M-F from 6am to 5pm MT ▪ Email (Reply within 24 Hours): CustomerRelations@cdw.com ▪ 866.782.4239 (Mon-Fri 7am-9pm CT) **Website Support** ▪ Online Chat M-F from 6am to 5pm MT ▪ Email (Reply within 24 Hours): e-account@cdw.com ▪ 888.239.7270 (Mon-Fri 6am-5pm MT) **Technical Support** ▪ Online Chat M-F 6am to 6pm MT ▪ Email (Reply within 24 hours): support@cdw.com ▪ 800.383.4239 (Mon-Fri 6am-5pm MT) **Managed Services Support** ▪ Email (Reply within 24 hours): CDW-ECC@cdw.com ▪ 888.239.7270 (Mon-Fri 6am-5pm MT)
d. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?	**Dedicated Team** *Can agencies request a dedicated service representative and/or a dedicated service team?* The City of Mesa and OMNIA Partners Participating Public Agencies will each be given a dedicated CDW•G Account Team, with your primary point of contact being your CDW•G Account Manager. CDW•G organizes our sales force differently from other companies to best serve the City of Mesa and OMNIA Partners Participating Public Agencies. The CDW•G customer support models start with our Account Managers. Account Managers are trained to become experts within the public sector segment they support: K-12, Higher Education, State and Local government, and Federal government. The advantage is that they can address the very specific needs of their unique customers. To further

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	equip our Account Managers to support the City of Mesa and OMNIA Partners Participating Public Agencies, CDW•G divides the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other companies. Our unique company structure provides our customers with products and services only a large national reseller can provide, combined with a local presence typical of a small business. As such, each agency will be assigned their own CDW•G Account Manager relevant to their respective location and vertical. For example, the City of Mesa is supported by CDW•G Executive Account Manager, Chris Anderson, as well as Advanced Technology Account Executive, Ryan Hadley. As an Account Manager, Chris is the City's primary point of contact. Ryan is the City's secondary point of contact. Chris and Ryan are dedicated solely to State and Local Government customers within the southwest and are supported by sales leaders dedicated to their respective regions and verticals: ▪ Luke Anderson – SLG Sales Manager, West and Pacific ▪ Jodie Thomas – SLG Field Sales Manager, West ▪ Tony Sivore – SLG Director, Area Sales West Your CDW•G Account Manager maintains the overall responsibility for coordinating resources to achieve the highest standards of customer service. Each OMNIA Partners Participating Public Agency will receive their own dedicated team, with a dedicated CDW•G Account Manager standing at the forefront. **CDW•G Account Manager Responsibilities** *If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?* In general, CDW•G Account Managers and their sales managers understand the current technology trends and are specialized in working with public-sector customers. This structure is one of the great benefits of partnering with CDW•G. The City of Mesa and OMNIA Partners Participating Public Agencies will have access to much more than a single resource; you will also have access to an entire sales and support team ready to address any agency's need. CDW•G, from the executive level down to your Account Manager, is focused on ensuring that the City of Mesa and OMNIA Partners Participating Public Agencies' needs are consistently and satisfactorily met. As mentioned, your CDW•G Account Manager is your primary point of contact and is highly trained to address most of your questions and concerns. CDW•G account managers complete an intensive training program that

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	focuses on sales consulting, product training, operational systems, and customer service. All of our account managers also attend mandatory ongoing training programs each month to ensure that they stay up-to-date on the latest technologies and changes in the industry. Your account manager's responsibilities include: ▪ Providing pre-sales consultation ▪ Providing product information and addressing compatibility issues ▪ Responding to quote requests quickly and accurately ▪ Reviewing orders for completeness and accuracy before they are submitted ▪ Notifying you of availability issues and assisting with alternate options as appropriate ▪ Monitoring all open orders and backorders ▪ Coordinating delivery to and from your locations ▪ Arranging for equipment setup and maintenance ▪ Facilitating communication between you and manufacturer partners
e. State any return and restocking policy, and any fees, if applicable associated with returns.	CDW•G offers a 30-day return policy on most products sold. Returns within 30 days from invoice date can be for exchange, replacement refund, or credit at CDW•G's discretion. Please be aware that specific manufacturers have more restrictive return policies and may be subject to a return fee. If the product is accepted after 30 days, credit will be issued toward future purchases only. There are no restocking fees for products returned within 30 days after invoice. After 30 days, the following restocking fees can apply: ▪ 30 days after invoice: 15% return fee ▪ 60 days after invoice: 30% return fee ▪ Restricted manufacturers & items will incur a return fee Day 1 from invoice. For reference, we have provided our full return policy in Tab D, Exhibit 5.
f. How are problems resolved?	To simplify the customer service process, we recommend the City of Mesa and OMNIA Partners Participating Public Agencies bring any issues or inquiries to the attention of your CDW•G Account Manager, who sits at the center of customer service and support experience. CDW•G Account Managers' first step is always to listen. As such, your dedicated CDW•G Account Manager will listen and evaluate before determining the best next steps. If he or she cannot correct the issue, he will escalate it to the sales manager. If the sales manager cannot correct the issue, he will escalate it to the sales director. Escalation continues all the way up to the Vice President until we provide a suitable solution to the performance issue. While this type of

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	escalation is rare, we always work to sufficiently and expeditiously resolve any escalations. CDW•G has a formal system to manage customer issues and route to the appropriate next level during escalations. In addition, the City of Mesa and OMNIA Partners Participating Public Agencies will be able to access additional levels of leadership through the online CDW•G Account Center, which includes contact information and whether they are in the office (virtual or physical). The beauty of this approach is that the City of Mesa and OMNIA Partners Participating Public Agencies do not have to manage the process, hunt down contacts, or explain your issue many times over. You are kept in the loop on the progress of the resolution while your dedicated CDW•G Account Team takes care of the rest. Because we designate an actual person and not a faceless inbox, you can reach out to your CDW•G Account Manager whenever you feel necessary. For mission-critical issues, we follow the same path with expedited timelines. If problem resolution is specific to a coworker, such as the performance of an Account Manager, the City of Mesa and OMNIA Partners Participating Public Agencies are encouraged to reach out to the coworker's manager, who will then take the appropriate steps to address the issue. Contact information for your Account Manager, Sales Manager, and Customer Relations can all be found easily in your CDW•G Account Center. As an example, contact information for the City of Mesa's Account Manager and Sales Manager is provided below: *Chris Anderson – Executive Account Manager* ▪ Email: chrande@cdwg.com ▪ Phone: +1 (847) 371-7149 *Luke Anderson – Sales Manager* ▪ Email: lukeand@cdwg.com ▪ Phone: +1 (847) 419-7416 A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again.
g. What are the location and hours of your call centers?	All support is US-based. Our technical support technicians are based in Holmdel, New Jersey. Customer service representatives and website support representatives are also based in Holmdel, NJ, as well as Vernon Hills, IL, and Las Vegas, NV.

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	CDW•G provides phone support during the following hours: **Orders, Quotes & Availability** ▪ 800.800.4239 (Mon-Fri 6am-6pm MT) **Customer Relations** ▪ 866.782.4239 (Mon-Fri 6am-8pm MT) **Website Support** ▪ 888.239.7270 (Mon-Fri 6am-5pm MT) **Technical Support** ▪ 800.383.4239 (Mon-Fri 6am-5pm MT) **Managed Services Support** ▪ 888.239.7270 (Mon-Fri 6am-5pm MT)
h. What response time is guaranteed when a customer service request is made?	Typically, CDW•G Account Managers respond within 1 business day. Response time depends on the seriousness of the request made; however, CDW•G makes every effort to respond to all Customer Service Requests (CSRs) within 24 hours. CDW•G understands some requests are more urgent than others, which is why we utilize a detailed incident management process for critical systems. The severity level dictates the response time of this practice and is employed for issues with our own network services, co-located systems, hosted solutions, websites, or our internet services.
i. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?	Yes, CDW•G measures/tracks the success of our customer service program. Information on our program and findings are below. **How Our Customer Service Program is Measured** Loyal customers are the backbone of our business. CDW•G understands that loyalty depends on the quality of service provided throughout our company, from Purchasing to Customer Relations. We are dedicated to maintaining a very high level of customer service. Since 2000, the Customer Feedback Program has run via our Market Research Team. CDW•G measures customer satisfaction, thoughts about CDW•G, and problem areas. The primary methodology is a semi-annual survey that gathers information on customer-facing departments, including shipping, customer relations, and the customer's Sales team. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, then a specialist from CDW's Quality Assurance team contacts the customer to determine the reason for their unsatisfactory response and will offer additional action to rectify the problem.

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	In 2016, the Customer Feedback Program expanded to include weekly, transactional surveys. The weekly feedback surveys provide real-time feedback for the following departments: Customer Relations/Service, IT Services (separate surveys for services' specialties), and Sales Contact Center (a unique team that takes initial calls from new or existing customers to aid in order processing). These surveys are specific to a recent interaction or transaction rather than the overall CDW•G relationship. In addition to our Customer Feedback Program, CDW•G also has a dedicated Customer Experience Team. The Customer Experience Team focuses on creating and implementing feedback loop processes that assure our customers we are listening to them and provides internal teams with the information they need to better serve our customers. In addition to our current practices, we are actively working with coworkers from our recent acquisitions to align our processes and tools for customer feedback. Our Research and Development team uses the Pragmatic Methodology for product and service development. We ask our customers: ▪ Direct feedback on our services ▪ Understanding of the problems they are experiencing that we can provide solutions ▪ Language of what those problems that helps with positioning CDW•G's customers rely on us to listen to them and deeply understand their technology needs. We show up for customers by providing the best end-to-end customer experience from sales to delivery and beyond and by offering the right products and services to help them do great things. **Findings** The majority of end users supply favorable survey comments, and the positive comment that we receive most often is that CDW is extremely customer-focused. Significantly, 85% of customers rated their Account Manager as Excellent or Very Good on a 5-point scale (Excellent to Poor). CDW's Customer Relations Representatives resolve post-sales issues and complaints, such as tracking lost packages, submitting claims to carriers, handling Return Merchandise Authorizations (RMAs), and sending out replacements for damaged or defective products. The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that each CSR is being handled promptly. Customer Relations Quality Analysts audit 20 cases per Customer Relations Representative per month to ensure quality standards are met and proper training is provided. We make adjustments and evaluate process

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	changes as needed when we see high volumes for particular types of Customer Service Requests (CSRs).
j. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated.	If the City of Mesa and OMNIA Partners Participating Public Agencies would like to hold or warehouse any of your orders, we recommend reaching out to your dedicated CDW•G Account Manager. One of the ways we can hold or warehouse your orders is through our Buy & Hold Services. Buy & Hold Services from CDW•G allow the City of Mesa and OMNIA Partners Participating Public Agencies to select products for purchase and hold them in a secure location for up to a year. Buy and Hold capabilities are available out of the Vernon Hills and Las Vegas facilities. Costs, if any, for our Buy & Hold Services are determined on a case-by-case basis and would be dependent on the mutually agreed terms in a supplemental Staging Agreement, which will include the individual needs and associated requirements of each individual customer. CDW•G will handle the logistics and shipping requirements and adhere to the City of Mesa and OMNIA Partners Participating Public Agencies' deployment schedule. The City of Mesa and OMNIA Partners Participating Public Agencies can take advantage of product warehousing, inventory management, distribution, fulfillment services, and custom solutions. Associated costs are dependent on the individual needs and associated requirements for each individual customer. Insight into the process is as follows: ▪ Purchased product is stored in a badge access-controlled Distribution Center. ▪ All products will be assigned a customer-specific SKU / EDC. ▪ All product is safely stored in customer-specific racking locations and wrapped to prevent damage while on-site. ▪ Buy & Hold product is available for CDW Configuration Services, imaging, and asset tagging for an additional cost. In addition to Buy & Hold services, customers may have the option to pre-order. Pre-ordering allows the City of Mesa and OMNIA Partners Participating Public Agencies to pre-order specific stock at no additional cost; this differentiator is beneficial ahead of peak ordering periods.
14. Describe how your company will assist customers in navigating OEM warranty process.	The City of Mesa and OMNIA Partners Participating Public Agencies' dedicated CDW•G Account Manager will assist you in navigating the OEM warranty process. Products sold by CDW•G come with the manufacturer's standard warranty, and the City of Mesa and OMNIA Partners Participating Public Agencies can contact our Technical Support Department for technical support on hardware

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		purchased from CDW•G. If the Technical Support representative determines the customer needs warranty support, they connect them to the manufacturer's warranty department. In addition to manufacturer warranties, CDW•G offers a number of product lifecycle support options for purchase. This suite includes: ▪ Warranty extensions and upgrades ▪ Post warranty support ▪ Accidental damage protection ▪ Maintenance contract agreements ▪ Post-sales technical support ▪ Product and certification training ▪ Help desk services ▪ Full lifecycle management services ▪ Managed services with Service Level Agreements for uptime guarantee When the City of Mesa and OMNIA Partners Participating Public Agencies have an upcoming CDW-branded warranty expiration, CDW•G sends warranty expiration emails to your CDW•G Account Manager. If the City of Mesa and OMNIA Partners Participating Public Agencies purchase a manufacturer warranty through CDW•G, your dedicated CDW•G Account Manager tracks your coverage. Whether CDW-branded warranty or a manufacturer warranty, your CDW•G Account Manager will let you know that your hardware protection is about to expire and may suggest the following for additional coverage: ▪ An extended warranty extension or uplift. ▪ A quote on new hardware should you be looking to replace the out of warranty equipment. ▪ Consolidation of computer infrastructure through co-term agreements and/or other available custom solutions. The City of Mesa and OMNIA Partners Participating Public Agencies' CDW•G Account Manager will help develop the best warranty and coverage solutions to keep your IT investments up and running for the overall benefit of your organization.
15.	Describe how your firm will notify customers of new products.	As technology is constantly evolving, there are always new products and services coming to market. We have resources in place dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies. We combine this knowledge with feedback from our customers to stay ahead of the curve on emerging technologies. We ensure we offer state-of-the-art technologies and that we also vet the benefits and risks of new solutions and their operability in your environment. To ensure we receive the most up-to-date and insightful information regarding new products, CDW•G has manufacturer and software publisher representatives

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		onsite at our sales offices. Our strong partner relationships facilitate presales consultation and timely notification regarding new products, product changes, and products going end of life. We deploy various ways to keep you informed about new products, including the following: **CDW•G Account Manager** One way to receive new product information is through your dedicated CDW•G Account Manager. Your CDW•G Account Manager will work with you to understand your technology environment, needs, and wants to custom-tailor new product notifications. Depending on the City of Mesa and OMNIA Partners Participating Public Agencies' established preferences, your CDW•G Account Manager may call or email to notify you of new products that align with your environment and goals. Notification via your CDW•G Account Manager ensures that the City of Mesa and OMNIA Partners receive relevant, custom-tailored information and a more personalized experience overall. **Online** The City of Mesa and OMNIA Partners Participating Public Agencies can also view new product information via our website (www.cdwg.com) and your Premium Page, which is part of your Account Center. Our website is constantly updating with new products and services that we offer. Our live catalog is updated daily, and you can browse our most current products and services. On your Premium Page, the City of Mesa and OMNIA Partners Participating Public Agencies will be able to view the latest technologies available to you, as well as pricing options to help you make better-informed purchasing decisions. The City of Mesa and OMNIA Partners Participating Public Agencies' Premium Page is up-to-date on the most current and emerging technologies. Be it your Account Manager, our website, or via your Premium Page, the City of Mesa and OMNIA Partners Participating Public Agencies can be sure that we will work tirelessly to keep you informed of ways to improve how you do business and which solutions best fit your needs.
16.	Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).	CDW•G's partnerships with OEMs ensure the City of Mesa and OMNIA Partners Participating Public Agencies can procure the right products at the right time. Subject to receipt of EOL notifications from OEMs, notifications include: ▪ **Product EOL:** A date generally 6-8 months prior to final obsolescence, a notice the part is nearing the end of its life. Product continues to be manufactured and sold.

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		▪ **Product Discontinued:** Approximately 1 month prior to final obsolescence, the date manufacturing stops. The remaining product stock continues to be sold. ▪ **Product Obsolete:** The date the OEM removes the part from price lists. Product is no longer sellable or buildable. With insight into the OEMs' terminology and schedules, CDW•G facilitates continued support for legacy systems and can work with the City of Mesa and OMNIA Partners Participating Public Agencies to ensure there is a plan in place before a product becomes obsolete or EOL. The dedicated CDW•G Account Manager works with the City of Mesa and OMNIA Partners Participating Public Agencies to review potential options, including identifying a compliant next-generation product. Alternatively, to maintain platform continuity, we can procure an advance stock of a product when it approaches EOL, ensuring that product's availability for the City of Mesa and OMNIA Partners Participating Public Agencies' near-future needs. As previously mentioned, CDW•G has manufacturer and software publisher representatives onsite at our sales, ultimately facilitating timely notification regarding product changes and products going EOL. CDW•G Account Managers will work with you to understand your environment and needs. **Obsolescence Planning** If CDW•G discovers that products are to be discontinued or refreshed, we will orchestrate a conversation with the manufacturer and the City of Mesa and OMNIA Partners Participating Public Agencies to discuss alternate product recommendations, where necessary. Any product substitutions will be mutually agreed upon between CDW•G and City of Mesa and OMNIA Partners Participating Public Agencies.
17.	Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?	*Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.* The City of Mesa and OMNIA Partners Participating Public Agencies can contact CDW•G's technical support department via the following methods: **Telephone**—You can reach our technical support department at (800) 383-4239 from 6am-5pm MT, Monday through Friday. **Email**—The City of Mesa and OMNIA Partners Participating Public Agencies can reach our technical support department via email at support@cdw.com. We

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		promptly respond to email inquiries from 6am-5pm MT, Monday through Friday. **Online**—CDW•G also welcomes customer interaction via your CDW•G Website through an online chat session that puts you in direct touch with a qualified technician. We promptly respond to chat inquiries from 6am-6pm MT, Monday through Friday. The City of Mesa and OMNIA Partners Participating Public Agencies are able to create, track, and view your own cases. CDW•G's technical support technicians handle both incoming and outgoing follow-up calls. Technical support technicians are located in Holmdel, NJ. Most of our technical support technicians are CompTIA certified and hold, at a minimum, A+ and Network+ certifications or at least two years of help desk experience and one year of customer service experience. Many of our technicians have invested their careers in CDW•G and rigorously pursue ongoing training to bring you the most updated technical knowledge. Many technicians are also accredited in various engineering and manufacturing training courses. We pride ourselves on our ability to consult with customers on a full range of cases, from simple to complex, from general to industry specific. For any customer service issues that may arise, dedicated CDW•G Account Managers stand ready to help the City of Mesa and OMNIA Partners Participating Public Agencies navigate technical support questions. All Account Managers receive regular training on new products and technologies from OEMs and earn OEM certifications, which enable them to assist their customers. We encourage the City of Mesa and OMNIA Partners Participating Public Agencies to contact your dedicated CDW•G Account Manager when technical support is necessary. If your Account Manager is unable to assist, they will determine the best next steps, to include escalation to a Sales Manager, additional support from a dedicated manufacturer support representative, and connection to our help desk. *Is it the intent to use employees of your company or will this be an outsourced function?* Between your CDW•G Account Manager and CDW•G's technical support technicians, all technical support questions are initially handled by CDW employees. If escalation to an OEM or software publisher is required, CDW•G will do that on your behalf.
18.	Describe options for leasing and financing and the various payment methods accepted.	CDW•G has an in-house Financing Solutions Team to help the City of Mesa and OMNIA Partners Participating Public Agencies navigate among our tailored payment solution options, which include leasing, financing, subscriptions, etc. We take a consultative approach to

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		financing options that ensure the City of Mesa and OMNIA Partners Participating Public Agencies' goals are met. At CDW•G, we focus on providing the best solutions in the industry—and that includes Financing Solutions. CDW•G can facilitate an agreement between OMNIA Partners Participating Public Agencies and various leading financing companies that can help each Participating Public Agency obtain the payment terms that best fit their unique needs and budget requirements. Agencies can secure a payment solution structure with maximized options and terms. CDW•G's Financial Partners provide the best option to fit the City of Mesa and OMNIA Partners Participating Public Agencies' needs. For agencies with a Master Lease Agreement established, we likely have a partnership in place with their provider or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. Often, we leverage relationships with our partners to offer more advantageous rates, terms, and structures. For agencies that have diversity requirements to meet, we can recommend small and diverse partners that hold relevant certifications. Our Premier Financing Partners include, but are not limited to, the following: ▪ Arrow Capital Solutions ▪ Cisco Capital ▪ Dell Financial Services ▪ HPE Financial Services ▪ Lenovo Financial Services ▪ LEAF Commercial Capital, Inc. **Payment Methods** CDW•G accepts payment through: ▪ Credit Cards (American Express, Discover, MasterCard, Visa) ▪ Checks ▪ Purchase Order ▪ Electronic Data Interchange (EDI) ▪ Electronic Funds Transfer (EFT) ▪ Procurement Cards ▪ Ghost Cards
19.	Please explain your firm's process in assisting agencies with identifying software solutions providers. Response should include how your team will assist agencies identify their business needs, determine which business partners can meet the identified business needs and services required. Services could include solution analysis, configuration, Implementation,	CDW Software Services takes a pre- and post-sales consultative approach to help the City of Mesa and OMNIA Partners Participating Public Agencies manage the assessment, validation, deployment, and management of software assets through every stage of their lifecycle. When it comes to software, CDW•G helps identify and understand your needs, analyzes solutions and software publishers that help meet your needs, and offers configuration,

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installation, training and maintenance and support services.	implementation, installation, maintenance, and support services. CDW•G looks forward to detailed conversations with the City of Mesa and OMNIA Partners Participating Public Agencies to understand the main technical direction you are headed. After we listen, understand, and identify each agency's unique needs, our experts provide technical advice and recommendations, including information about new products and technology that align with the City of Mesa and OMNIA Partners Participating Public Agencies' overall direction and needs. Your CDW•G Account Team includes highly trained presales specialists who are experts in particular areas of technology, including all things software, or for specific software publishers. When the City of Mesa and OMNIA Partners Participating Public Agencies contact your CDW•G Account Manager, he or she will engage these value-added resources to participate in conversations that allow us to understand the main technical direction the City of Mesa and OMNIA Partners Participating Public Agencies are headed; part of these conversations include assisting agencies in identifying your business needs. After we listen and understand each agency's unique needs, we work to identify potential solutions that meet each agency's goals before presenting those solutions in a proposal or product demonstration. We strive to educate the City of Mesa and OMNIA Partners Participating Public Agencies about products and services by providing a comprehensive overview of its features and benefits. Recommendations and options can be provided by CDW•G via email, shared folders, monthly/quarterly new-tech conferences, virtual or local meetings and briefings, executive seminars, workshops, and more. **Our Total Software Management Methodology** Whether you need help determining if cloud apps are the right choice for your organization's future, planning the deployment of your next software rollout, or assistance keeping track of your software contracts and staying compliant, CDW Total Software Management can help optimize the City of Mesa and OMNIA Partners Participating Public Agencies' software environment, keep track of contracts, renewals, and stay compliant. Our software experts guide you and enable a roadmap to ensure we are meeting expectations and providing full visibility into your software purchasing. Our software experts guide the City of Mesa and OMNIA Partners Participating Public Agencies through the following steps: *Assess*

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	Before the City of Mesa and OMNIA Partners invest in new software or start thinking about a strategic software plan for the future, you need to understand your current software environment and assess the current landscape of your contracts and deployed assets. Our software experts help you evaluate and navigate your current situation — software usage, rogue IT issues, current licensing and contracts, current and future business needs, software audit concerns, and more — so the City of Mesa and OMNIA Partners Participating Public Agencies can make wise investments in the future. The first step in our process is our Software Asset Review.
	
	The Software Asset Review is a no-cost value-added service that provides a transparent view into purchased software assets, regardless of where they were purchased. Each report includes a full license history and a renewals timeline. With this transparent view into what your organization owns, CDW•G then assists in developing your software asset management strategy and goals. This includes opportunities for optimization, compliance position, renewals strategy, and technology solutions that can assist you in managing your software assets going forward. Once we have a clear look into your assets, we will start to implement our Total Software Management solution around your contracts and software purchases that align with your goals.
	
	Validate
	
	Once CDW•G has a deep understanding of your software assets, we assist in building a software strategy and then identifying the software solutions needed to set that strategy in motion. CDW•G can test and pilot solutions within your current environment, and select the right software for your business and technical requirements. Because we are vendor neutral and have partnerships with more than 300 software publishers, we focus on finding the right solution for each agency's specific needs.
	
	In this step, CDW•G helps the City of Mesa and OMNIA Partners with the following:
	
	▪ Proof of concepts to test feasibility
	▪ Vendor comparisons
	▪ Return on investment assessments
	▪ Pilot implementations
	▪ CDW's Technology Experience Center, which allows you to:
	  ▪ Try out a demo of the software
	  ▪ Make software comparisons
	  ▪ Explore the latest innovations to see if they will help you achieve your business goals
	
	Deploy

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	CDW•G can help design and deploy the perfect software solution within the City of Mesa and OMNIA Partners Participating Public Agencies' environment. Our software solutions teams are segmented into unified communications and collaboration, endpoint optimization, and mobility, so you leverage professionals who have deployed in the area(s) most relevant to you. Our experts become part of your team, providing the support you need when and where you need it. We help you navigate robust software offerings from virtualization and desktop management to networking and collaboration solutions. More importantly, we can share our knowledge with you so the City of Mesa and OMNIA Partners Participating Public Agencies can spend less time managing software and more time putting it to work. *Manage* CDW•G makes dealing with multiple licenses, vendors, and software solutions simple and effective, with our experienced team of professionals available to help you throughout the process. CDW•G helps right-size your software licensing to avoid unnecessary costs and streamline day-to-day software management. CDW•G's Software Licensing Management helps with: ▪ Performing health checks ▪ Maintaining the right license position so you're neither over- or under-licensed ▪ Establishing consolidated billing ▪ Providing ongoing software recommendations ▪ Ensuring accurate IT planning and budgeting ▪ Maximizing value derived from licensing agreements ▪ Applying compliance checkpoints ▪ Staying on top of licensing expiration and renewal CDW•G's experts will walk the City of Mesa and OMNIA Partners Participating Public Agencies through the entire software management lifecycle, from choosing the proper products that suit your needs to contract negotiation and management to testing and deployment. Additionally, CDW•G serves as a single resource to stay on top of your entire software environment. As part of our contract management roadmap process, your CDW•G software team will conduct regular business reviews and contract deep dives to help manage the licenses over the course of the contract, and our contract management roadmap will keep you aware of important renewal dates. **Success Story – Local Community-Development Services** *Background*

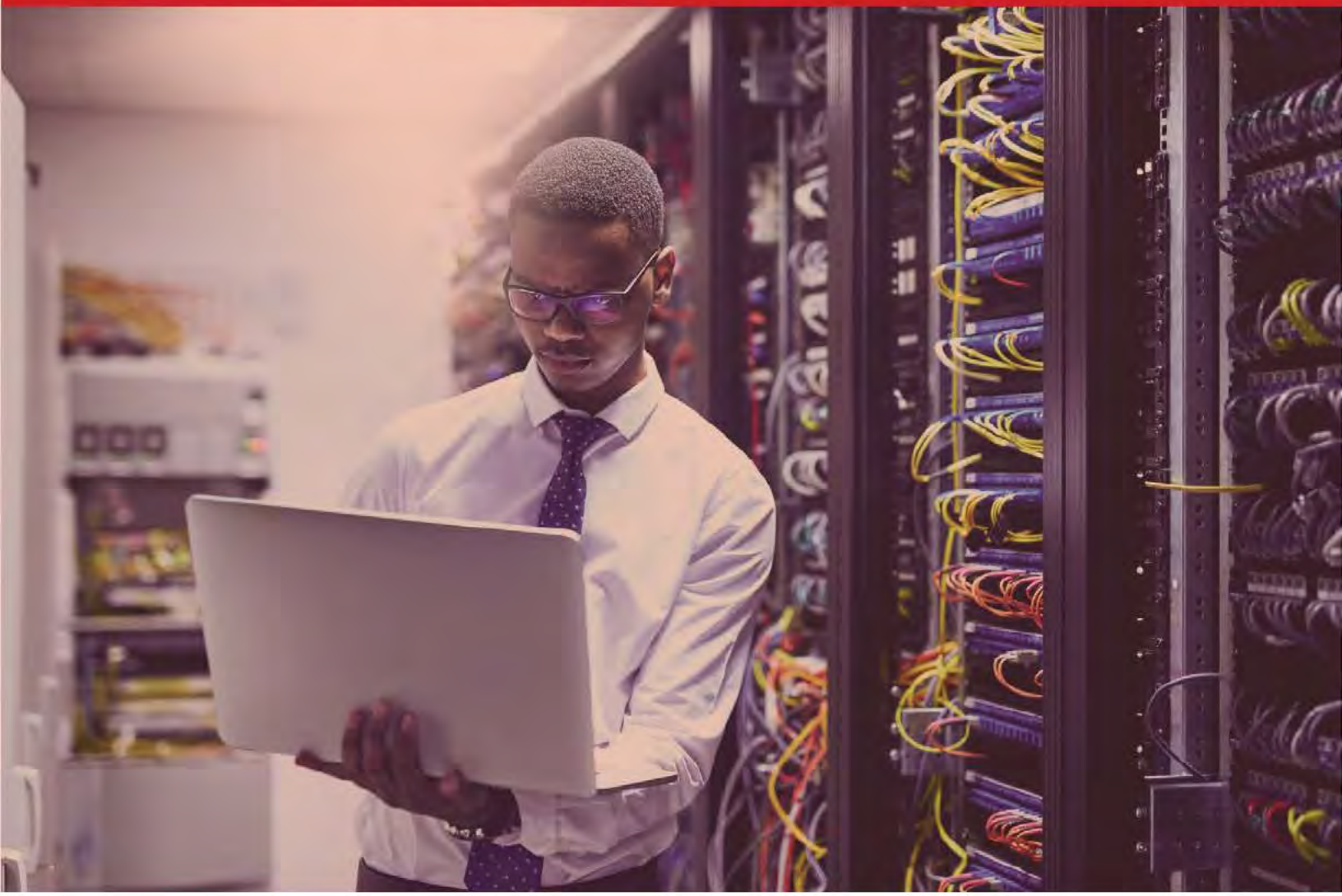
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	This local government entity sought assistance for their IT licensing renewals and aid in guiding their organization through the intricacies of software licensing agreements. The customer contacted CDW•G to assist with their upcoming renewals, help manage their software licenses, as well as maintain compliance and optimize costs. *Solution* CDW•G has a thorough process to ensure that the customer's needs are met. This engagement included a detailed evaluation, careful planning, negotiating with vendors, finding cost-effective solutions, minimizing risks, and keeping meticulous records. Not only did this approach meet the customer's immediate licensing requirements, but it also had long-term advantages in terms of regulatory compliance, cost reduction, and resource management. *Outcome* With the help of CDW•G, the customer was able to renew their essential software licensing on time, ensuring uninterrupted access to critical resources. This positions them to manage IT resources effectively and allocate budgets efficiently. In the end, the customer's CDW•G team provided expertise on licensing models, negotiation strategies, and industry standards to ensure compliance, prevent legal complications, and reduce expenses.

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TAB D
PROPOSAL QUESTIONNAIRE EXHIBITS

EXHIBIT 3 – SERVICES

Firms Method and Approach

Question 1. Provide a description of all services that can be provided by your firm or partners (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, staff augmentation, etc.).

Offering – Overview

CDW•G offers everything the City of Mesa and OMNIA Partners Participating Public Agencies' IT operations could possibly need – from enterprise-wide services to mouse pads and full turn-key solutions. The depth and breadth of products, services, and solutions CDW•G offers allows the City of Mesa and OMNIA Partners Participating Public Agencies to streamline procurement and increase efficiency by reducing the time and effort of managing multiple contracts. And as technology changes and your needs grow, so do we.

Acquisitions

Since CDW•G's last proposal to the City of Mesa and OMNIA Partners Participating Public Agencies, we have invested in several meaningful acquisitions that have enhanced our already comprehensive offering even further. Our acquisitions contribute to our ability to continue to meet the evolving needs of our customers. These acquisitions contributed to our being recognized by Frost & Sullivan with the 2022 Global Customer Value Leadership Award for the second year in a row. Frost & Sullivan presents this award to the company that demonstrates excellence in implementing strategies that proactively create value for its customers with a focus on improving the return on the investment that customers make in its services or products. An overview of our acquisitions over the last four years is as follows:

2019	In October 2019, CDW acquired Aptris, Inc., a distinguished IT service management solutions provider and ServiceNow Elite Partner. Aptris' talent and expertise further expanded our services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to the City of Mesa and OMNIA Partners Participating Public Agencies.
2020	In July 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development, and data orchestration capabilities; this acquisition allows us to continue to provide highly technical solutions to our customers. In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner, and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation, allowing us to provide more robust ServiceNow system integration services to our customers.
2021	In March 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K-12 and Higher Education markets. This acquisition strengthens our Education practice so that we can continue enabling and empowering schools to leverage innovation. In August 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. Acquiring Focal Point has added more resources for CDW•G to better deliver security solutions

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	and services within four areas: Identity and Access Management, Cyber Security and Data Privacy, Cyber Workforce Development, and Risk Consulting. Significantly, Focal Point Academy is the longtime leader in cyber workforce development. This acquisition has propelled CDW to become the largest Security Integrator in North America. In December 2021, CDW completed our acquisition of Sirius Computer Solutions. Our acquisition of Sirius combines our full-stack expertise with Sirius's broad portfolio of solutions and a team of experts with more than 5,500 professional and technical certifications who specialize in Business Innovation, Digital Infrastructure, Cloud, Security, and Managed Services.
2023	In February 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in staff augmentation, information security, cloud computing, networking, and infrastructure. Our acquisition of Locus enhances our staff augmentation practice so that we can continue to provide cost-effective resources to support our customers' needs. In June 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services, helping us better solve customer challenges and deliver meaningful outcomes through innovative technical solutions.

Partners

As one of the largest value-added resellers (VAR), CDW•G has established strong working relationships with the major suppliers in the technology industry. We maintain these relationships in order to provide the best products, services, and support to our customers. We offer more than 100,000 products from more than 1,100 different manufacturers and software publishers. Our top partners have full-time representation at our sales offices to facilitate requests for information and assist with designing the best possible solution.

Many manufacturers choose CDW•G as their primary reseller because of our vast distribution network and the value-added services that we provide to our customers. CDW•G invests heavily in the training and certification of our account managers and technical staff. We work closely with our vendor partners to remain current with the latest technologies and to deploy and manage those technologies in customer environments. We have received awards and recognition from our manufacturer partners for developing and delivering exceptional solutions. Specific insight into some of our partnerships is provided below:

Microsoft

As one of only a select group of Microsoft Cloud Solution Providers (CSP) with all solution designations, CDW•G has the expertise you need to get the most out of your Microsoft products. We work closely with Microsoft to ensure that our solutions are cohesive; you get the whole bundle (licenses, migrations, modernizations, automation, and management) directly through CDW•G, which saves you time and money. With deep implementation experience across Microsoft's portfolio of hardware, software, and the cloud since our partnership began in 1999, we are the right partner for delivering Microsoft solutions.

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We are a certified Azure Expert Managed Service Provider with expertise in end-to-end cloud lifecycle management, including assessing, migrating, building, deploying, optimizing, and efficiently managing business solutions on Microsoft Azure.



We have earned all 6 of Microsoft's Solution Designations and are now among the elite Microsoft partners certified with the Microsoft Solutions Partner Designation for Microsoft Cloud. In 2022, we received the following awards:

- US Device Partner of the Year
- Surface Customer Adds Award Winner

Google

We are a Premier Google Partner. Together, Google and CDW•G bring you the best of Google solutions to grow and support your modern workforce. We are one of only four Google partners certified with Google CCAI expertise along with having three of the world's 66 Google Cloud Fellows on staff. In 2023, we received the following awards:

- Partner of the Year in the Expansion category for its success in helping customers achieve better results through Google Workspace
- Partner of the Year in the Specialization category for excelling in the Education sector and delivering positive customer outcomes

Oracle

We are an Oracle Gold Partner. Our exceptional coverage, relationships, integration, asset management tools, image loads, and streamlined procurement processes allow us to be a trusted advisor on Oracle for the City of Mesa and OMNIA Partners Participating Public Agencies, making it easier to get the Oracle expertise and services needed to provide you with complete Oracle solutions.

Apple

As a Diamond Elite partner, we had a very successful, established relationship with Apple. Apple products and services combined with our legendary logistics and services capabilities offer the City of Mesa and OMNIA Partners Participating Public Agencies improved profitability and employee productivity while simplifying IT overhead and lowering overall costs.

Note: Only Apple is allowed to sell Apple products to K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve the City of Mesa and OMNIA Partners Participating Public Agencies K-12 customers.

Dell

CDW•G has complete access to all of Dell Technologies and Dell EMC's product lines, selling the entire Dell product portfolio of client devices, displays, accessories, software, data storage, server, networking, and services. This portfolio includes RSA® and VMware®. With over 90 onsite CDW-badged dedicated resources and 250 Dell Technologies-badged resources, the Dell and CDW relationship is stronger than ever and suited to meet and configure all customer IT needs.

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HP

We have strong partnerships with both HP Inc. (HPI) and Hewlett Packard Enterprise (HPE); as a Platinum Partner, we have the experience and expertise to help the City of Mesa and OMNIA Partners Participating Public Agencies design the best solution.

This last summer, we received the following awards:

- 2023 Global Solution Provider of the Year
- 2023 North America Solution Provider of the Year
- 2023 Consulting Partner of the Year by Zerto, a Hewlett Packard Enterprise company.

IBM

We are a Diamond Elite IBM Partner and have been providing IBM solutions for over 25 years. Our IBM-dedicated team consists of nationwide sales, technical, and marketing experts. As an IBM Platinum Business Partner, CDW•G is authorized to sell IBM solutions – from servers and storage to software and technical services. CDW is the leading IBM Security software reseller in the United States.

Lenovo

Our strong partnership with Lenovo is a benefit to our customers, who receive top-quality Lenovo products quickly and efficiently. We are currently the largest Direct Response Channel Partner of Lenovo products.

Panasonic

CDW•G is a Panasonic Diamond-level partner and member of the Panasonic Authorized Reseller Program, authorized for computers and tablets, projectors, professional displays, scanners, and presentation technologies. CDW•G is Panasonic's largest Toughbook computer reseller in the channel.

Cisco

We are a Cisco Gold Certified Partner. We have attained the broadest range of expertise across multiple technologies, and we are Cisco's Largest US National Direct Integrator Partner. In November 2023, Cisco recognized us with the following awards:

- Data Center Partner of the Year (Global)
- Cisco Capital Partner of the Year (Americas)
- SMB Partner of the Year (Americas – US)
- USA Partner of the Year (Americas – US)
- Area Partner of the Year (US – Central)
- Commercial Partner of the Year (US – Central)
- Enterprise Networking Partner of the Year (US – Central)
- SMB Partner of the Year (US – Central)
- South Enterprise Partner of the Year (US – Central)
- Enterprise Networking Partner of the Year (US – East)
- Federal Intelligence Partner of the Year (Federal)

Please note that we excluded our Canada, European, and UK awards from this list.

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Juniper Networks

We are an Elite Partner with Juniper Networks; we have 100+ accreditations and 10+ certifications, including the Enterprise Routing & Switching Specialization and the Mist AI Specialization.

ExtremeNetworks

CDW•G is an ExtremeNetworks Diamond Partner. We have specializations in Security & Access Control, Cloud, Management & Automation, Data Center, ExtremeWireless, and ExtremeSwitching.

Netgear

Together, CDW•G and Netgear provide high-performance switching, wireless, and security solutions. We are authorized to sell Netgear Business, as well as Wi-Fi and networking solutions, switching, AV, remote management, and more.

Additional Partners

For your convenience, we have provided our line card as Exhibit 1.

Services

j. Services: Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW Note: All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.

CDW•G provides the required services listed in the RFP' Scope of Work; we provide insight into each requested service throughout the remainder of this section. Our full-stack engineering services team focuses on digital transformation – from code and applications to cloud, data, and security – to help you accelerate innovation, enhance user experiences, and optimize collaboration, all while delivering agility and cost efficiencies.

Lifecycle of Services

In today's competitive market, the speed of digital priorities is critical to success, yet technical complexities can slow progress. CDW•G's **full lifecycle of services** supports the City of Mesa and OMNIA Partners Participating Public Agencies' internal team and helps you focus on your short-term and long-term goals. Our experts help you design, orchestrate, and manage your technology environment:



Design – Advisory and Assessment

Using a wide breadth of tools, data, and decades of expertise, we offer strategic advisory services, workshops, assessment, planning, and design engagements with our engineers that consider your specific needs and make recommendations to address gaps and optimize growth. This includes documentation, analysis, and creation of materials that detail the bridge between your current and future state.

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Orchestrate – Building, Implementation, Deployment

Our expert engineers configure and deploy your solutions to help the City of Mesa and OMNIA Partners Participating Public Agencies implement technology according to your organization's unique needs and ensure it works from day one. We build, create, and analyze software or services, as well as test and release into a defined environment and implement changes outlined in the design phase. We implement technology adoption and organizational change management plans to ensure you're fully utilizing your technology solutions and deriving the value you expect.

Manage – Continuous Support and Operations



CDW•G can help the City of Mesa and OMNIA Partners Participating Public Agencies save time and money and augment internal IT team bandwidth with 24/7/365 support and expert management of any aspect of your technology solution.

- **Managed services:** With proactive monitoring, automation, alerting, analysis, maintenance, and performance of operational functions of an organization's contracted technology environment, CDW•G provides end-to-end support of your complex environments.
- **Technical support and continuous improvement engagements:** CDW•G experts provide technical support for complex technology solutions when your IT, development, and business teams need it. Our experts work with you to continuously optimize your technology environment.

We provide greater insight into our full Managed Services capabilities later in this section.

CDW Services Overview

Our professional services help the City of Mesa and OMNIA Partners Participating Public Agencies amplify your capabilities at any stage of your technology journey. IT services are a critical necessity for government entities and public agencies. Our IT services are built to help the City of Mesa and OMNIA Partners Participating Public Agencies tackle various day-to-day challenges, such as increasing efficiency and maximizing costs, while allowing you to free up your internal resources to focus more on core projects. However, not all government entities and public agencies are fully equipped with the necessary resources or have access to the technical experience and support that they need. Our services allow the City of Mesa and OMNIA Partners Participating Public Agencies to focus more on their residents and constituents.

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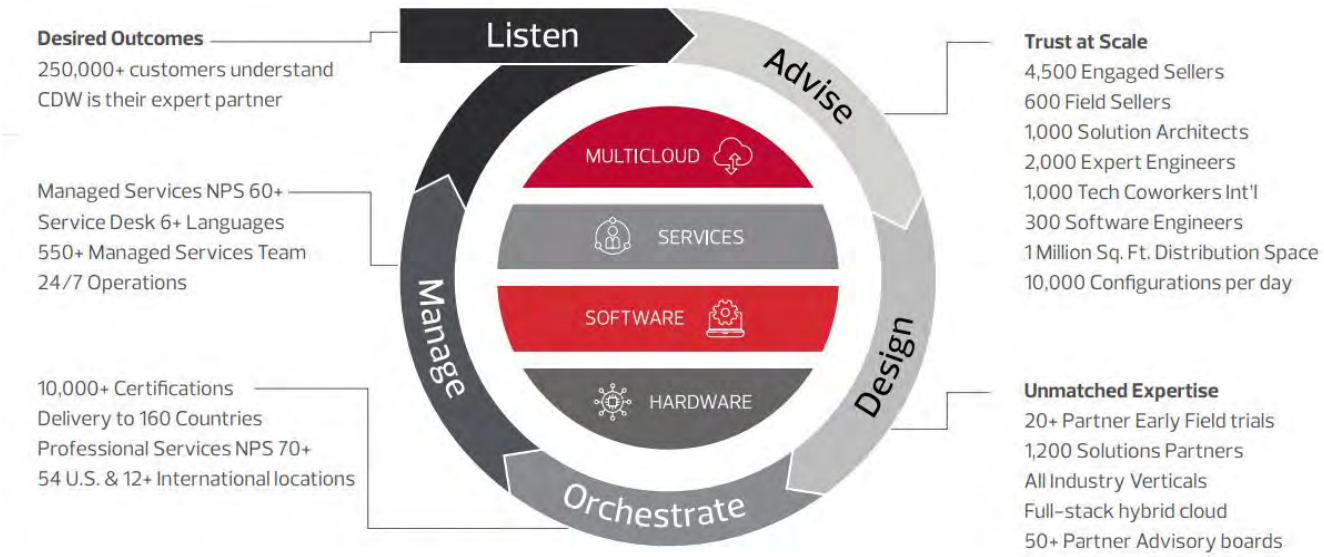


Figure 6. CDW•G's Lifecycle of Services

CDW Services consists of the following services, each with its own focus, experts, and capabilities:

CDW Infrastructure Services provide expertise, tools, and resources to scale and future-proof your infrastructure. We help the City of Mesa and OMNIA Partners Participating Public Agencies upgrade existing architecture and prepare for what's to come, whether on-premises, migrating to the cloud, or in the cloud. We also modernize applications, streamline delivery through DevOps (CDW Development Services), and write custom, cutting-edge apps that drive business. To ensure all of your needs are being met, we have broken our Infrastructure Services into the following categories:

- **CDW Hybrid Cloud** consists of cloud and hyperconverged infrastructure services.
- **CDW Networks** deals primarily with enterprise networking as well as data center networking.
- **CDW Data Center** encompasses soft-ware defined data centers, data center migration and optimization, next-gen backups, compute and storage solutions, as well as power and cooling solutions.
- **CDW OS** includes operating systems, applications, and services.
- **CDW Software Engineering** includes DevOps, as well as software design and consulting.
- **CDW App Modernization** deals specifically with Application Modernization.

CDW Workspace Services provide a comprehensive approach that allows employees to work from anywhere, on any device. We enable the City of Mesa and OMNIA Partners Participating Public Agencies to build a communications platform that grows with you, is rapidly adopted by end users, and helps improve business outcomes through seamless collaboration. Our workspace services are broken into the following categories to meet a variety of complex needs:

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- **CDW Collaboration** services deal primarily with communications, messaging and conferencing, video, applications such as Office 365, engagement contact centers, as well as portals and content collaboration.
- **CDW Endpoint** services encompass management and security, mobility, mobile workspaces, unified endpoint management, and managed print services and printer supplies programs.

CDW Security Services provides independent evaluations of security posture and helps government agencies fortify their weaknesses. Our certified experts design comprehensive strategies and solutions for protection and response. Our security services are broken into the following categories:

- **CDW Secure Platform** includes next-generation firewall and IPS, content security, identity and access management, network visibility, and endpoint protection, as well as policy and access.
- **CDW Detect and Respond** deals with log aggregation and correlation, as well as security incident response.
- **CDW Information Security** deals only with information security services.

CDW Data Services, including artificial intelligence (AI) and machine learning (ML) services, offer actionable insights that give you a stark competitive advantage. Design, build, and deploy modern data analytics and AI/ML solutions for storing, transforming, discovering, and operationalizing your data. We have broken our data services into the following categories:

- **CDW Data** focuses on data modernization and data analytics.
- **CDW AI/ML** deals specifically with machine learning analytics (ML) and artificial intelligence (AI) data analytics.

CDW Support Services delivers custom warranty, maintenance, and support services that augment your IT staff so they can focus on maximizing business outcomes. We offer a variety of support services for hundreds of manufacturers; these services include the following:

- **CDW Technology Support** is a branded service backed by the Original Equipment Manufacturer (OEM) collaborative warranty support service. Our depth and breadth of expertise enable us to get a top-level engineer quickly, resulting in faster incident resolution.
- **CDW Extended Support** provides continuous break/fix support service on equipment that its manufacturer no longer covers (N-1 or older) or is nearing end-of-service (EOS) life.
- **Help Desk Services** connects you with our Managed Services team and helps put the right people, processes, and tools in place.
- **Warranty and Maintenance Services** allow us to keep your equipment – and organization – running with expanded and extended warranties as well as custom maintenance contracts that include on-call experts and break/fix agreements.

CDW Configuration and Integration Services make sure your new technology is ready to work on arrival, whether we are building out a data center solution with fully configured racks, facilitating a multisite deployment of pre-configured computing devices, or handling single-device provisioning. We offer basic and advanced services:

- **CDW Basic Configuration and Integration Services** include hardware integration, software configuration, asset tagging and reporting, custom laser engraving, Windows autopilot enrollment with Intune pre-provisioning, Chrome OS White Glove Service

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(WGS), and Zero-Touch Enrollment (ZTE), inserts, kitting, and custom packaging, buy and hold services, mobility services, and burn-in services.

- **CDW Advanced Configuration and Integration Services** consist of hosted VPN services, custom imaging, network and security device configuration, and rack configuration.

Success Story: Citizen Support Entity

Background

This State has more than 200 libraries dispersed throughout business centers and other areas where community members frequently visit. To increase efficiency, this State entity wanted to digitize their content and workflow to lessen the processing and approval time for public benefits applications. The customer's goal was to offer convenient access in a friendly environment while also downsizing the number of staff needed in the process.

Engagement and Solution

As their chosen consultant, CDW•G answered any remaining questions regarding the hardware and use cases to ensure that the solution matched the desired outcome. The CDW•G Team also determined which CDW Configuration Services would be most applicable to this project and the customer's overall mission.

CDW•G provided the state with an end-to-end solution. First, we provided proof of concept and created a desirable bill of materials. To best meet citizens' needs, we determined the ideal fit of Chrome tablets that would be suited for long hours of operation in high-touch environments. The Chrome tablets have many benefits, such as built-in security, ease of deployment through Zero Touch Enrollment, and centralized manageability via the Chrome Operating System (ChromeOS). This reduced the total cost of ownership to the customer.

CDW•G then looked for a kiosk that would complement the Chrome tablet and recommended necessary modifications. Finally, the team acquired demo units for the State to test.

Outcome

CDW•G positioned a complete solution that will allow the State's citizens to conveniently access government applications at over two hundred library locations across the State. Their CDW•G Team was diligent in addressing each of the customer's requirements and concerns, thoroughly reviewed proof of concept, and effectively collaborated with partners to provide the best solution.

Software Services

CDW•G has a variety of services to help you with your software needs. CDW Software Services takes a pre- and post-sales consultative approach to help you manage the assessment, validation, deployment, and management of software assets through every stage of their lifecycle. Our Total Software Management solution provides everything you need to make every step of software management simple and effective. CDW•G has everything the City of Mesa and OMNIA Partners Participating Public Agencies need to begin exploring software options, including, but not limited to, the following:

- Extensive knowledge of the software industry and publishers
- Insight into the latest trends and products

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- Decades of experience in enhancing software environments
- Comprehensive process to review goals and technical requirements
- A comprehensive portfolio
- Expertise in cloud apps

Our software experts will identify your current license position and renewal timeline, as well as provide a review that is easy to understand so that you can maximize returns on your software investment. Our review helps you organize and track software, prepare for purchases, and educate teams about the software infrastructure. The review:

- Determines whether current agreements fit your needs
- Identifies opportunities for agreement consolidation
- Shows when your agreements are up for renewal

Our long-standing partnerships with top software vendors give us a deep understanding of each one's unique licensing requirements. CDW•G is committed to maintaining the highest level of knowledge and expertise surrounding software solutions. We will leverage our close partner relationships and continue to invest in our workforce to ensure we stay in front of the ever-changing landscape within this area.

Success Story – Local Community-Development Services

Background

This local government entity sought assistance for their IT licensing renewals and assistance in guiding their organization through the intricacies of software licensing agreements. The customer contacted CDW•G to assist with their upcoming renewals, help manage their software licenses, maintain compliance, and optimize costs.

Solution

CDW•G has a thorough process to ensure that the customer's needs were met. This engagement included a detailed evaluation, careful planning, negotiating with vendors, finding cost-effective solutions, minimizing risks, and keeping meticulous records. Not only did this approach meet the customer's immediate licensing requirements, but it also had long-term advantages in terms of regulatory compliance, cost reduction, and resource management.

Outcome

With the help of CDW•G, the customer was able to renew their essential software licensing on time, ensuring uninterrupted access to critical resources. This positions them to manage IT resources effectively and allocate budgets efficiently.

In the end, the customer's CDW•G team provided expertise on licensing models, negotiation strategies, and industry standards to ensure compliance, prevent legal complications, and reduce expenses.

Software Value-Added Services for the City of Mesa and OMNIA Partners Participating Public Agencies

CDW•G does not compete on price alone. As a vendor-neutral solutions provider, assisting with presales recommendations is one of our strong suits. We are the number one reseller to many of our vendor partners, such as Microsoft, VMware, and Adobe. Therefore, we have the expertise, experience, and resources to provide the best solution for the City of Mesa and

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OMNIA Partners Participating Public Agencies. Our close relationships mean that we receive competitive price offers and timely notifications regarding product changes. This allows the account team to keep the City of Mesa and OMNIA Partners Participating Public Agencies appraised of new product releases, version changes, and price changes, all of which affect how you purchase software.

CDW•G offers the City of Mesa and OMNIA Partners Participating Public Agencies the following value-added services:

- Assessments
  - Software License Review
  - Demonstration Labs (such as our Microsoft Experience Center)
  - Virtualization Assessment
  - Security Threat Check
  - One-to-One Readiness
- Trial License Key Codes
- Educational resources and important notifications, including email notifications, webinars, CDW's Solution blog, Software Simplified, and White Papers, among others
- Software purchase reports
- Available software promotions
- Sponsored vendor events designed to keep the City of Mesa and OMNIA Partners Participating Public Agencies in the know of industry trends

Licensing Strategy Consultation

- Current licensing assessment
- Analysis of current and future needs
- Discussion regarding procurement preferences
- Multiple quotes for side-by-side comparison

Ongoing Licensing Strategy Sessions

- New products
- Software Assurance benefits utilization
- Changes in licensing structure
- Future procurement planning

Quarterly and Ad Hoc Reporting

- Help for managing maintenance agreements
- Reminders for expiration-sensitive products
- Analysis of options for coterminous agreements
- Comprehensive online reporting of all software purchases from CDW•G

Customized Procurement Plan

- Multi-year license procurement roadmap

License Agreements

- Provide for the City of Mesa and OMNIA Partners Participating Public Agencies Education on License Agreement Terms & Conditions
- License Agreement setup and processing

Our expertise extends to everything from the evaluation process and technology planning to software purchasing and the contract management tasks ahead. CDW•G is committed to coordinating the resources needed to provide helpful insight on right-fit options for your specific

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needs. In fact, we have over 320 coworkers specifically dedicated to Software Licensing, Solutions, and Services.

We believe the City of Mesa and OMNIA Partners Participating Public Agencies will find that our business model provides one of the best values that the industry has to offer for licensed software. Our resources and our value-added tools provide the City of Mesa and OMNIA Partners Participating Public Agencies with the pricing and partnership that you deserve and make procurement easier. We have the best-in-class solution today, but we will continue to evolve in order to maintain our leadership role, expand and enhance our value proposition, and better serve the City of Mesa and OMNIA Partners Participating Public Agencies.

Success Story: Local Government Entity

Background

In 2022, this local government entity transitioned from on-premise technology solutions to the cloud and required continued guidance to understand the solutions, licensing support, and help to educate their end-users. The customer wanted a partner to help evaluate their current license entitlements and solutions to fit user profiles. Their top priorities were to reduce costs and improve end-user satisfaction.

Engagement and Solution

We have managed the customer's Microsoft Enterprise Agreement (EA) for the last six years and conducted regular communication and quarterly business reviews to stay in touch with the customer's needs. As a part of the year 1 true-up process, we engaged the customer to review licensing and end-user functionality requirements.

To help this customer meet their goals, we provided them with cost analysis and guidance for Microsoft M365 E3, E5, and F3 products in addition to on-premise server products, including SQL and Windows Servers.

Outcome

CDW•G's engagement helped the customer to consolidate their licenses and achieve cost savings by requesting reductions on cloud licenses prior to their two-year anniversary and replacing them with M365 E3. By educating the customer on license compliance and options to Step-up, this local government entity recognized significant cost-savings. Ultimately, the customer greatly appreciated CDW•G's contribution and has recognized an enhanced Microsoft experience overall.

Cloud Computing Services

CDW•G understands that the City of Mesa and OMNIA Partners Participating Public Agencies have many technology provider choices. When working with CDW•G, you get the best total solution the industry offers without the limitations inherent when dealing with either a manufacturer or a specific partner. CDW•G works with customers to develop coordinated and cost-effective Cloud Solutions through the following range of services:

- **Discovery and Assessment:** Understanding of environment, usage, challenges, and requirements
- **Planning and Design:** Evaluation of providers, recommendations, and proof of concept
- **Migration Services:** Smooth deployment of the solution

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- **Integration Services**: Full integration with existing applications
- **Application Modernization**: Turning monolithic legacy apps into cloud micro-services
- **Aggregation Services:** Streamlined administration and aggregated billing
- **Managed Services:** CDW•G hosted and remote managed services or partner-managed services
- **Fulfillment Services:** Onboarding, reporting, billing, partner reconcilement, and renewals

As a leading provider of Cloud Solutions, we can help the City of Mesa and OMNIA Partners Participating Public Agencies assess your priorities and determine which applications and processes should and shouldn't be moved to the Cloud. We also help you design the best delivery model, whether public, private, or a hybrid model, that provides the greatest flexibility to customize your solution. Furthermore, our pre-qualified partner network makes it easy to find the right providers and to create a comprehensive, multi-vendor solution that meets your specific needs.

Consulting and Advising Services

Our IT consulting and professional services team — over 1,000 professionals strong — delivers personal service that helps the City of Mesa and OMNIA Partners Participating Public Agencies understand and meet your organizational and technological needs. A key differentiator for our Advising and Consulting practice is that our experts go beyond advising; CDW•G can deliver on whatever the City of Mesa and OMNIA Partners Participating Public Agencies need. Because of our ability to design and deliver, our consultants incorporate their technical knowledge and experience into the design, assessment, and implementation. Our comprehensive approach ultimately mitigates risk through experience to ensure that customers like the City of Mesa and OMNIA Partners Participating Public Agencies get it right the first time.

We have expertise and certifications across diverse industries in the public and private sectors. Our project managers and consultants work directly with you to design and implement every facet of your IT solution.

Using a wide breadth of tools, data, and years of expertise, we offer strategic advisory services, workshops, and assessment, planning, and design engagements with our engineers that consider your specific needs and make recommendations to address gaps and optimize growth. This includes documentation, analysis, and creation of materials that detail the bridge between your current and future state.

Presales Consulting

A unique advantage of CDW•G's business model is that the City of Mesa and OMNIA Partners Participating Public Agencies have access to an incomparable depth and breadth of value-added technical expertise. Our highly trained and experienced Technology Specialists and Solution Architects provide expert consulting advice and ongoing support. In addition, our strong relationships with manufacturers enable your CDW•G Account Team to provide presales consultation, technology roadmaps, and other assistance quickly. In fact, many major vendor partners have dedicated staff at CDW•G.

During the presales phase, service consultation focuses on understanding the City of Mesa and OMNIA Partners Participating Public Agencies' requirements and engaging the appropriate technology specialists, systems engineers, and solution architects. We work to identify potential solutions that meet each Participating Public Agency's needs before presenting those solutions in a proposal or product demonstration. We strive to educate the City of Mesa and OMNIA

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Partners Participating Public Agencies about products and services by providing a comprehensive overview of its features and benefits.

Below is an overview of those who can be engaged to support the City of Mesa and OMNIA Partners' Participating Public Agencies during the presales consultation process and beyond:

Technology Specialists

Our teams of technology specialists are highly trained and experienced in various products and technologies, including the following:

- Leasing and Finance
- Managed Print Services
- Mobility
- Networking
- Power and Cooling
- Servers and Storage
- Software Licensing and Management
- Unified Communications and Collaboration
- Voice and Data
- Security

Presales Systems Engineers

We have a large team of over 100 presales systems engineers who hold vendor-funded positions and provide presales support for that particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance.

Solution Architects

Our teams of solution architects work closely with the vendor partners whose solutions they design. They assess your environment and work with your IT staff to design plans for solutions that boost productivity and improve operational efficiencies. Extremely knowledgeable about the latest technologies, they have important insight into the pros and cons of different solutions.

Onsite Vendor Representatives

CDW•G has manufacturer and software publisher representatives onsite at our sales offices to assist account managers and specialists with requests for technology roadmaps and to provide training on an ongoing basis. Our strong relationships facilitate presales consultation and timely notification regarding product changes and products going end of life.

Data Center Transformation Team

In addition to our presales consulting team and resources, our advanced consulting arm, the Data Center Transformation (DCT) team, has both the resources and expertise to collect complex data, provide custom reporting, and tailor our advisory outcomes to the unique needs of the City of Mesa and OMNIA Partners Participating Public Agencies. CDW•G is aligned with industry trends across technology organizations and industries, including state, local, and education. CDW•G reins in the complexity of industry trends and tailors it to your needs and goals through our disciplined practices.

Data Center Transformation is the process of changing an organization's IT infrastructure and application services to improve its capabilities, performance, and efficiency. The process includes data center migrations, cloud integration, large-scale changes to hardware, virtualization, improved resiliency, software-defined components, application rationalization, and business process automation. At its core, DCT is a business-first approach that will enable the

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City of Mesa and OMNIA Partners Participating Public Agencies to accelerate the transformation of your business models using technology to achieve its unique goals.

The DCT team offers consultative guidance in six key strategic focus areas, highlighted in the figure below:



Figure 7. DCT Focus Areas

With over 23 years of experience providing consulting and advisory services, the DCT team provides consultative and advisory expertise specific to the City of Mesa and OMNIA Partners Participating Public Agencies' business challenges. With a focus on understanding your outcomes, goals, and objectives, DCT takes a consultative approach to recommend solutions to address strategy rather than problems.

For decades, the DCT team has led transformative projects for state and local governments, federal entities, small businesses, large corporations, and health and education organizations. Over this period of time, we have accomplished many goals for our customers, including:

- Moved 675 data centers
- Relocated 250,000+ workloads
- Migrated 25,000+ applications across 16 industries
- Reviewed 1290 data centers
- Assessed and defined direction for 15M+ square feet of raised floor
- Identified an average reduction of 65% of data center space
- Designed enterprise clouds to support up to 780K workloads
- Moved 950,000 workload
- Moved 25,000 workloads within a single client
- Moved 10,000 workloads in a single environment
- 160 facility concept plans performed
- Rationalized almost 1M workloads for cloud placement
- Worked with 325+ converged infrastructures involving our services
- Configured more than 5M configuration items for hundreds of CMS/CMDBs
- Implemented 77 enterprise IT operating models

There are many different types of projects that the DCT team can orchestrate for the City of Mesa and OMNIA Partners Participating Public Agencies. These projects span the full gamut of transformational information technology and include solution areas such as data center transformation, business process optimization, and application management solutions. Our DCT team uses proven processes and leverages infrastructure, data, digital, and security experts to create high-value transformative business capabilities for our customers.

Overview of Advising and Consulting Services

CDW•G has a wide variety of advising and consulting services. These services include, but are not limited to, the following:

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- **vCISO Service:** Many organizations have limited staff or skill sets and need assistance navigating security obstacles, which is why CDW•G's Security Consultants are available to act as a virtual Chief Security Information Officer (vCISO). Our vCISO service helps you improve the maturity and scope of your existing security practices by providing a technology-neutral Security Consultant.
- **CDW OS ITSM Simulation/Executive Visioning Workshop:** By participating in our IT Service Management (ITSM) business simulation workshop, the City of Mesa and OMNIA Partners Participating Public Agencies can learn how to increase the business impact of your internal service provision. This hands-on, highly interactive IT/Business workshop is designed to educate the City of Mesa and OMNIA Partners Participating Public Agencies' leadership and stakeholders in the business structure of process with technology.
- **IoT Transformation Workshop:** Our Internet of Things (IoT) Transformation Workshop is designed to help the City of Mesa and OMNIA Partners Participating Public Agencies understand your data needs, determine the return on investment (ROI), and evaluate your foundational infrastructure to determine if any technical components should be retired, evolved, or added before implementing an IoT technology initiative.
- **CIO Essentials:** Our CIO Essentials provides the framework to develop the City of Mesa and OMNIA Partners Participating Public Agencies' vision for the future into an actionable strategy and roadmap. Whether Participating Public Agencies are looking to transform your organizations into a DevOps culture based on cloud Platform as a Service (PaaS), industrialize your private cloud services, consolidate your application portfolio, or modernize your IT environment as a whole to reduce IT expenses, CIO Essentials provides the tools the City of Mesa and OMNIA Partners Participating Public Agencies need to deliver a clear, concise business-centric strategy.
- **PMO Assessment Workshop:** Our DCT leads our Project Management Office (PMO) Assessment Workshop. This workshop is a high-impact, comprehensive program to assess and improve Project Portfolio Management (PPM) practices over the course of 3-4 weeks. This comprehensive program consists of three survey domains: PPM current state, PPM satisfaction, and PPM assessment.
- **Application Rationalization:** Over time, your application portfolio may expand as more are introduced for specific needs. Using a strong holistic methodology, CDW•G can help the City of Mesa and OMNIA Partners Participating Public Agencies address your application portfolio to ensure that the applications used are cost-efficient and serve as effective tools. Our skilled consultants will work directly with relevant stakeholders to review your organization's complete list of applications. This review includes a full data analysis, coupled with facilitated workshops and interviews with application owners and end-users. These sessions provide additional context and knowledge beyond the raw data to identify and attain your organization's end goals.
- **Application Dependency Mapping:** Application dependency mapping combines tool-based discovery with the experience of CDW•G resources to provide a holistic view of an application environment, including detailed information and mapping of the relationships between your IT assets. Whether the City of Mesa and OMNIA Partners Participating Public Agencies are prepping to migrate to a new data center, introducing a new application, reducing the risk of business interruptions, or planning to transform your business, application dependency information is a crucial factor in your success. Application dependency mapping is an essential first step for understanding your current environment or preparing for a wide range of changes.

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- **Migration Execution:** From planning and strategy to the execution of the migration, CDW•G can assist you with the ability to migrate from your current data center to a new one on a schedule.
- **Migration Readiness Assessment:** Before starting a migration program, consider having CDW•G experts perform a Migration Readiness Assessment. This program helps you be prepared to start the migration program, by identifying risks and develop mitigation plans that could impact your migration program, which will help you make better-informed decisions about scope, timeline, budget, and resources.
- **Organizational Effectiveness Services:** Ensuring that your organization is performing at the highest levels depends on how well your IT teams function and work with each other. CDW•G's expertise in how IT organizations operate helps you drive efficiencies, address issues, prepare for an organizational change, or expand services to meet business objectives. Our consultants will align your organizational structure and role definitions to meet your goals as well as account for current needs and projected growth to better understand your strategic direction.
- **IT Practices Workshop:** Led by our DCT team, the IT Practice Review workshop gives the City of Mesa and OMNIA Partners Participating Public Agencies visibility into how your organizations operate. Through a holistic approach, we look beyond process documentation into how teams work together. Each Participating Public Agency is unique, and how processes are designed and implemented can either work for or against business objectives. In 2 short weeks, agencies will have a high-level map of your strengths and weaknesses and a plan to ensure your processes propel you to reach your goals.

The above services and workshops serve as an example of our capabilities but are not an exhaustive list.

OMNIA Success Story: Midwestern, Midsize City

Background

CDW•G prioritizes helping all our public sector customers realize the vision they have for the future – from the smallest town to the largest municipality. Simply providing order fulfillment is a thing of the past. This mid-sized city, serving over 200,000 constituents, sees an opportunity to grow their mission and their community by becoming an innovative organization delivering world-class outcomes for their citizens.

Challenge

Regrettably, this City encountered a predicament all too familiar: a shortage of resources hindering the pursuit of their ambitious transformational goals. Compounded by the relentless pace of technological evolution, innovation became an elusive pursuit. Instead of envisioning strategic growth, the City found itself caught in the struggle to maintain an aging infrastructure. Even if budgetary allocations were secured for new technology, the protracted procurement process extinguished any hope of timely execution, casting a shadow over the prospects of success.

Solution

Enter the City of Mesa, OMNIA Partners contract, and CDW•G. The City of Mesa contract gave this city a procurement vehicle that would ensure taxpayer dollars are spent sensibly, while allowing IT leadership to make decisions and execute their plan quickly. Far from the

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old adage of “use it or lose it” funds, CDW•G was able to provide critical staff augmentation resources to complete crucial updates on a timeline unique to local government.

Going a step further, the City’s dedicated CDW•G Account Team coordinated consultants to help formulate an effective plan for implementing and executing on their vision. This wide range of services offered by CDW•G – from basic network upgrades to InfoSec consulting and road mapping – became a key factor in IT moving from treading water to making real progress in delivering exceptional outcomes.

Success through OMNIA Partners

The City benefits from competitively priced service offerings with the technical acumen to partner alongside C-level executives and deliver innovative outcomes; a contract that procurement understands and embraces as a cost-saving measure; and a partner that understands their needs and aligns their resources to help accomplish goals that once seemed out of reach.

Technical Support Services

CDW Technology Support

CDW Technology Support (CTS) is CDW•G’s branded offering backed by the OEM collaborative warranty support service. CTS provides an enhanced client warranty support experience with one contract offering incident management for covered devices. CDW•G will take the first call for the City of Mesa and OMNIA Partners Participating Public Agencies to help resolve your issue and, if needed, provide an engineer onsite to perform a hardware replacement.

If escalation to the OEM is required, CDW•G will do that on the City of Mesa and OMNIA Partners Participating Public Agencies’ behalf. CDW•G Technology Support helps the City of Mesa and OMNIA Partners Participating Public Agencies solve your business problems by providing a single solution for your manufacturer support, saving internal IT staff time and/or any unplanned expenses for an engineer to come and replace faulty hardware and/or renew a contract that was not co-termed. Because of CDW•G’s depth and breadth of expertise, we are able to get a top-level Technical Assistance Center (TAC) engineer more quickly than a customer may be able to, resulting in quicker incident resolution. Some of the features and benefits of CDW Technology Support include:

- **One place to call:** CDW Technology Support allows the City of Mesa and OMNIA Partners Participating Public Agencies a single point of contact. We provide end-to-end ownership of all incidents, service requests, and support for maintenance, hardware replacement, knowledge base, and software support.
- **24/7/365 support:** CDW Technology Support provides around-the-clock support via a dedicated service desk 24/7/365 and also provides a dedicated support number, email address, and ServiceNow login to open and view case status online.
- **Full-service Return Merchandise Authorization:** If, after troubleshooting, CDW engineers determine that a device needs to be replaced, CDW•G will request the RMA from the manufacturer on your behalf and have it sent to your location. We will also dispatch an engineer to meet that part and swap out the device for you and return the defective parts to the manufacturer and update the serial numbers on your contracts.
- **Fully backed by manufacturer warranty and support:** A support contract is purchased through the manufacturer so you do not lose the ability for upgrades,

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updates, etc., and may be provided software download access to those contracts if requested.

Maintenance Offerings

CDW•G offers various maintenance agreements to cover all types of vendors, products, and service levels. Our offered maintenance agreements give access to cover all vendors, products, and service levels with just one toll-free number. Types of available agreements include the following:

- **Coterminous Support Contracts.** A conterminous support contract takes the City of Mesa and OMNIA Partners Participating Public Agencies' existing manufacturer support plans and roll them together with one standard end date to eliminate the risk of a lapse in coverage.
- **Break/Fix Maintenance Agreement.** These annual maintenance agreements and contracts cover the repair or replacement of in- or out-of-warranty equipment.
- **Retainer Contracts.** Retainer contracts provide a designated block of time that guarantees the City of Mesa and OMNIA Partners Participating Public Agencies' access to field service and support staff, including system engineers, network technicians, PC, and printer repair technicians, and more.

For information about warranty and repair services, please see "Repair" below.

Leasing/Financing Services

CDW•G has an in-house Financing Solutions Team to help the City of Mesa and OMNIA Partners Participating Public Agencies navigate among our tailored payment solution options, which include leasing, financing, subscriptions, etc. We take a consultative approach to financing options that ensure the City of Mesa and OMNIA Partners Participating Public Agencies' goals are met.

At CDW•G, we focus on providing the best solutions in the industry—and that includes Financing Solutions. CDW•G can facilitate an agreement between OMNIA Partners Participating Public Agencies and various leading financing companies that can help each Participating Public Agency obtain the payment terms that best fit their unique needs and budget requirements. Agencies can secure a payment solution structure with maximized options and terms.

CDW•G's Financial Partners provide the best option to fit the City of Mesa and OMNIA Partners Participating Public Agencies' needs. For agencies with a Master Lease Agreement established, we likely have a partnership in place with their provider or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. Often, we leverage relationships with our partners to offer more advantageous rates, terms, and structures. For agencies that have diversity requirements to meet, we can recommend small and diverse partners that hold relevant certifications.

Our Premier Financing Partners include, but are not limited to, the following:

- Arrow Capital Solutions
- Cisco Capital
- Dell Financial Services
- HPE Financial Services
- Lenovo Financial Services
- LEAF Commercial Capital, Inc.

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Trade-in Services – CDW•G's Information Technology Asset Disposition

When the City of Mesa and OMNIA Partners Participating Public Agencies' equipment reaches the end of its lifecycle, CDW•G can refer you to industry-leading IT Asset Disposition (ITAD) service providers to help you properly dispose of the hardware. Our partnerships with industry-leading asset disposition organizations allows for fair market value, responsible disposal, transfer of liability, and potentially credit toward new tech purchases with CDW•G.

CDW ITAD services include, but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to the City of Mesa and OMNIA Partners Participating Public Agencies, including:

- Logistics services for quick and efficient removal of equipment from client facilities
- Device pickup, including palletizing equipment, shrink wrapping, and transport
- Document of liability transfer provided to indemnify client from any environmental liability
- Ensure removal of all client information and software from electronic media and assets
- US Department of Defense-compliant erasure services in full support of government standards
- EPA-approved disposal
- Zero-landfill policy
- Complete serialized reporting available via a website

Repair Services

CDW•G offers a breadth of warranty options, repair services, and maintenance agreements to provide the City of Mesa and OMNIA Partners Participating Public Agencies the assurance of predictable costs and repair response times that a warranty agreement can provide.

The standard manufacturer warranty that comes with most products is a "best effort" commitment for response time. Regardless of the application of a system for the City of Mesa and OMNIA Partners Participating Public Agencies, the "best effort" level of service is frequently not sufficient to achieve desired business continuity. Even a non-critical repair, such as a tablet, can keep a coworker without this tool for 8-10 business days. Moreover, standard manufacturer warranties can quickly expire. The average industry cost for maintenance is $85-$120 per hour plus parts; quickly leaping past the cost to extend the warranty. As such, we recommend the City of Mesa and OMNIA Partners Participating Public Agencies take advantage of the warranty, repair, and maintenance options we offer.

CDW•G offers a breadth of warranty options, repair services, and maintenance agreements to provide our customers the insurance of predictable costs and repair response times that a warranty agreement can provide. Our comprehensive suite of product lifecycle support offerings includes:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements
- Post-sale technical support
- Product and certification training
- Onsite repair
- Depot repair
- Help desk service

Account Managers keep a watchful eye on all of their customers' agreements and have pre-emptive discussions to ensure customers' next warranty purchase meets their needs as well.

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Examples of our available warranty levels, popular warranty options, and related value added services are included below. The completeness of our portfolio allows us to provide effective problem diagnosis and resolution for every customer need.

Basic Warranty

CDW•G's basic warranty offering includes the following:

- **CDW•G provided 30 day warranty** – We offer a complimentary 30 day warranty for all products we sell. Once the 30 days have expired, CDW•G's technical support or the City of Mesa and OMNIA Partners Participating Public Agencies' dedicated Account Manager assist in requesting the manufacturer warranty service.
- **Certified technician support** – We provide toll-free, email, and on-line chat technical support on all hardware and operating systems for up to two years after purchase from CDW. Our technical support technicians are US based, located in Holmdel, New Jersey, responding to about 60 calls a day. For insight into your technical issues, the City of Mesa and OMNIA Partners Participating Public Agencies can monitor the frequency and type of technical support requests via the CDW•G Account Center.
- **Extensive engineering support** – We have service-dedicated coworkers nationwide, aiding in pre- and post-sale questions. They provide assistance to the City of Mesa and OMNIA Partners Participating Public Agencies by phone, and we also offer on-site support. As with the technical support above, a key to great support is that they are not compensated by an individual manufacturer they are "vendor agnostic." This allows them to support the interoperability of the City of Mesa and OMNIA Partners Participating Public Agencies' entire solution, not promote a single brand. These experienced and certificated engineers provide consultation with configurations and infrastructure shifts.

Extended Warranty

CDW•G offers various extended warranty options, including the following:

CDW Maintenance Agreements

CDW's offered maintenance agreements give access to cover all vendors, products, and service levels with just one toll-free number. Types of available agreements include:

- **Coterminous Support Contracts** - A coterminous support contract can take the City of Mesa and OMNIA Partners Participating Public Agencies existing manufacturer support plans and roll them together with one common end date to eliminate the risk of a lapse in coverage.
- **Break/Fix Maintenance Agreement** - These annual maintenance agreements and contracts cover the repair or replacement of in- or out-of-warranty equipment.
- **Retainer Contracts** – Retainer contracts provide a designated block of time that guarantees the City of Mesa and OMNIA Partners Participating Public Agencies' access to field service and support staff including: system engineers, network technicians, PC and printer repair technicians, and more.

Cisco SMARTnet

Without SMARTnet, Cisco charges $400 hour for repair services. With the average repair taking four hours, customers are likely to pay $1600 per incident without SMARTnet. Cisco SMARTnet service provides enhancement and maintenance support resources during the operational lifetime of a Cisco networking device. We are the #1 Cisco SMARTnet partner, holding SMARTnet Maintenance Agreements with over 34,000 distinct customers. Our dedicated

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SMARTnet team has 38 SMARTnet Specialists with over 200 years of combined experience working with SMARTnet contracts and in-depth knowledge of Cisco's internal SMARTnet tools. We offer multiple length and levels of SMARTnet agreements, including onsite options. CDW is authorized to purchase directly from Cisco, which can greatly reduce the City of Mesa and OMNIA Partners Participating Public Agencies' cost for this comprehensive service.

Hard Drive Retention

CDW•G offers IBM and Lenovo hard drive retention warranty options for our customers whose hard drives store confidential customer data, trade secrets, or intellectual property, or if they need to comply with regulatory requirements. When a damaged hard drive is replaced, the customer keeps the original defected device, eliminating tracking of drives during transit and providing the utmost data protection.

Design Services

We get that every IT solution is unique and that its delivery must be customized to meet the City of Mesa and OMNIA Partners Participating Public Agencies' specific needs. In tandem with industry-leading partners, our highly experienced architects, engineers, and project managers will work with you to design solutions that meet the City of Mesa and OMNIA Partners Participating Public Agencies' needs and help you reach your IT goals. From configuration and maintenance to advanced engagements across infrastructure, workspace, security, and support, CDW•G has the expertise you need to help with all of your IT needs. We provide remediation recommendations based on environment discovery and create application architecture designs and roadmaps specific to the requirements of each OMNIA Partners Participating Public Agency.

An overview of our design services include, but are not limited to, the following:

- **Solutions Design:** CDW•G helps you design specific solutions to meet your hybrid infrastructure, network, digital workspace, and security needs.
- **Transformation Design:** Design platform migrations, application upgrades, and the entirety of your digital transformation
- **Platforms Design:** Design public cloud platforms and applications with our experts. Our design and planning workshops help you align your goals and needs to create an outcome-based unified communications strategy based on end-user satisfaction.
- **Device Design:** Device Design includes custom building the right device for the City of Mesa and OMNIA Partners Participating Public Agencies' needs and providing recommendations for all key technical specifications. Once the City of Mesa and OMNIA Partners Participating Public Agencies know which products are best for your environments, we often work with our partners to custom design them – even if the device is not currently available in the market. These devices - also called Configure to Order – are built to your exact specifications.
- **Data Strategy Design:** The first step in harnessing the power of your data is having the right processes in place for collecting, analyzing, and making decisions based on what the data is telling you. CDW•G is there to suggest new ways to create an agile, modern data strategy. We conduct a comprehensive evaluation of your current data processes and platforms and then design a customized data strategy tailored to your needs.
- **Software Development/Design:** CDW•G provides remediation recommendations based on environment discovery, and create application architecture designs and roadmaps specific to your requirements.

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- **Security Controls Design:** When it comes to designing security controls, CDW•G provides a comprehensive and vendor-neutral approach to prevent data breaches and proactively respond to cyberattacks.
- **Physical Security Solutions Design:** From hardware and software recommendations to floor plans that specify new device install locations, our physical security experts can design a completely new physical security system that fits your needs.
- **Infrastructure Design:** Infrastructure experts can design and implement an infrastructure that consolidates business processes and allows you to rapidly improve end-user experiences and mitigate problems on both internal and external applications.

Success Story: State Court System

Challenge

This State Court System had a mission to provide its citizens with access to the justice system and transform their digital experiences. The legacy content management system (CMS) platform was difficult to maintain and gave the website an outdated look, featuring text-heavy, static content that made it difficult to find important information. Because the site lacked the ability to incorporate reusable content, the IT team was responsible for content updates. Additionally, the site was not designed for mobile devices, which hindered the user experience for a large proportion of the users accessing the site. As a result, the platform had limited user analytics and business stakeholders had a hard time understanding user behavior. This customer needed a site platform that would optimize the user experience, improve content quality and velocity, and provide deeper insights into how their users were utilizing the site.

Solution

CDW•G performed a Discovery Phase with key business and IT stakeholders to elicit and document high-level business goals, user personas, site features, high-level user stories, and the high-level technical architecture for an Adobe Experience Manager website implementation. The information gathered from the discovery phase was used as the basis for creating a list of Experience Manager templates and components that would be needed to successfully migrate the existing website to Experience Manager. The CDW•G creative team worked with the customer on their vision for the redesigned website.

After a collaborative process, the team finalized designs that would transform the existing web experience. CDW•G then implemented the required templates, components, and integrations to migrate and launch the new public website on Adobe Experience Manager. Key features of these phases included:

- **Agile delivery**: The team adopted an agile process to create and extend more than 50 Experience Manager components and templates across multiple three-week sprints. End-of-sprint demos allowed the State's stakeholders to provide early feedback on whether any course corrections or minor tweaks were needed.
- **Website redesign:** CDW•G collaborated with the customer and created more than 18 pages of designs, including both website and mobile layouts, to serve as templates that focused on providing website users with a seamless way to find and consume content.
- **CDW•G Digital Foundation**: The CDW•G Digital Foundation accelerator was leveraged to create the new website. The accelerator consists of dozens of Experience Manager components that CDW•G has invested in developing, based on

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common client use cases. The use of the accelerator lowered overall development complexity and effort, leading to a reduction in total implementation costs.

- **Forms search engine:** CDW•G created a forms search engine, allowing users to search for forms appropriate for their needs. Content authors can embed references to forms in searchable content, allowing forms to be more easily found than ever before. The forms search engine makes it simple for the customer to update form data in one place and reflect those form updates sitewide.
- **Analytics**: Adobe Analytics was configured with Experience Manager using Adobe Launch. CDW•G created an Analytics data layer to capture user behavior based on the customer's requirements.
- **Content author enablement and author guide**: CDW•G created an author guide, giving authors a place to find answers to their content questions, as well as a basis for how to create a page and which templates to use.
- **Strategic consulting advice:** Throughout the project, CDW•G provided strategic consulting advice with respect to Adobe product features and best practices, becoming a trusted advisor to the State's stakeholders. Our consulting and relationship with the customer were key to the project's success.

Outcome

This customer launched a newly redesigned public website and its ever-expanding capabilities through the MyCase portal. For the citizens of this state, locating and accessing information and tools is easier than ever. Whether at home or on the go, users can journey through the website, find the correct resources, and navigate complex forms. CDW•G worked closely with the customer to redesign and migrate its public-facing site to Adobe Experience Manager Cloud Service. The Adobe platform gives the customer the ability to easily maintain existing content, streamline new content creation, and continuously improve the user experience by removing friction points in the user's journey.

Analysis Services

Analysis is an integral component of the design, orchestrate, and manage phases of our lifecycle of services. CDW•G possesses the most comprehensive and powerful analytical tools, enabling us to understand your current environment. Additionally, we offer a comprehensive set of analysis and assessment services that include, but are not limited to, the following:

CDW Infrastructure Assessments

SD-WAN Assessment

We provide an In-depth review of the SD-WAN edge devices, architecture, and configurations to provide recommendations on how to improve the implementation. The assessment typically consists of a review of the management console, hardware, scalability, features, software version, internet design, routing configuration, policies, security, WAN optimization, SaaS on Ramp, and integrations.

Wireless Assessment

We consult with the City of Mesa and OMNIA Partners Participating Public Agencies to understand the current state of the wireless infrastructure and your desired business outcomes. We conduct an in-depth review and document the current environment with

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an inventory list, and then provide recommendations that meet your requirements and allow you to achieve your desired outcomes.

Network Health Check

This health check includes elements like tools deployed to discover network devices, End of Life (EOL) or End of Sale (EOS), and software security report, device software code recommendations, and a summary report.

Network Assessment

Our Network Assessment includes all of the elements of the Network Health Check, but is more feature-rich in its diagnostic capabilities.

Next Generation Network Assessment

Our Next Generation Network Assessment delivers our most comprehensive diagnostics. It includes more future-state planning artifacts, such as a roadmap tailored to the City of Mesa and OMNIA Partners Participating Public Agencies needs that outlines recommended steps for improving future-state performance and security.

Quality of Service Assessment

An in-depth review of each device's Classification and Marking, Queuing and Shaping, Service Provider mapping and translation, and WAN VPN.

Multicast Assessment

An in-depth review of each device's L2/L3 Multicast configuration.

DV Technical Readiness Assessments

Digital Velocity (DV) Technical Readiness Assessments are designed to benchmark current architecture, processes and practices, and the City of Mesa and OMNIA Partners Participating Public Agencies' maturity level with the goal of uncovering, at a high level, the fastest and most impactful path toward your desired future state. Assessments are available for the following focus areas: Cloud, Modern DC, Migration, Database Migration, Application Modernization, DevOps, and Data Modernization.

Hybrid Infrastructure Assessment

Our Hybrid Infrastructure Assessment Team (HIAT) has several data center use cases and scenarios to provide capacity and planning advice in tandem with CDW•G solution architects, including:

- **Environment Overview**: CDW•G's HIAT provides a detailed report of a customer's current virtualization environment.
- VMware End of Support: CDW•G and the HIAT perform a licensing and hardware compliance checkpoint for VMware Virtualization.
- **Platform Migration**: A CDW•G Solution Architect works with the HIAT to project capacity for new compute platforms for a specific environment, whether on-premises or in the cloud.

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- **Consolidation:** A CDW•G Solution Architect in tandem with the HIAT can project the capacities needed to consolidate hardware or geographic locations.
- **Disaster Recovery (DR):** A CDW•G Solution Architect in tandem with the HIAT will provide the City of Mesa and OMNIA Partners Participating Public Agencies an overview of DR planning, best practices, and additional services available to assist in this critical business function.
- **Hardware Refresh**: A CDW•G Solution Architect , in tandem with the HIAT, helps the customer analyze and plan for proper lifecycle management of the data center infrastructure.

While valued at $5,000, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

CDW Well-Architected Review for AWS

A CDW•G field solution architect utilizes the AWS Well-Architected tool to walk the customer through the questionnaire and then reviews the output, specifically identifying any high-risk issues with the City of Mesa and OMNIA Partners Participating Public Agencies.

While valued at $5,000, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

CloudHealth: Rightsizing Existing AWS Environment Assessment

A CDW•G field solution architect enrolls the City of Mesa and OMNIA Partners Participating Public Agencies for a no-cost trial with CloudHealth and, after two-week lead time, they outline what the tool has identified for you.

While valued at $2,500, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

Power and Cooling Assessment

CDW•G's Power and Cooling team performs an analysis of the City of Mesa and OMNIA Partners Participating Public Agencies current environment.

While valued at $2,500, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

CDW Storage Assessment Workshop

An analysis of the City of Mesa and OMNIA Partners Participating Public Agencies' data center storage environment, including object, file, block, cloud-based strategies, DC performance, capacity, and end-of-support planning.

VMware NSX POC Assessment Workshop

This data center assessment considers and deploys a proof of concept for the City of Mesa and OMNIA Partners Participating Public Agencies on how micro-segmentation using the NSX platform can benefit your operations.

Nutanix Configuration Assessment

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Assess and summarize the Nutanix environment in terms of its current health and architecture, with a focus on technical aspects of performance, manageability, and scalability of this environment.
Veeam Availability Assessment An analysis of Veeam's availability suite, including data protection and recovery strategies. It also covers design, performance, capacity, end-of-support planning, and a brief overview of disaster recovery.
CDW Automation and Orchestration Assessment Workshop A process optimization and tool selection guidance workshop for Assessment and Orchestration with the outcome being a collection of highly-detailed user stories for Infrastructure-as-a-Service (IaaS) and Platform-as-a-Service (PaaS) process workflows, role definition recommendations, process optimization options, and recommended toolsets.
CDW Data Center Assessment An assessment of the City of Mesa and OMNIA Partners Participating Public Agencies' data center infrastructure, including storage, compute, and virtualization.
Cisco Flexpod Assessment Workshop Review of Cisco Nexus switching, UCS configuration, storage and capacity, and VMware virtualization to align with best practices.
Cisco UCS Assessment An analysis of Cisco's UCS converged infrastructure environment, including performance, capacity, and end-of-support planning.
VMware vSphere Assessment A VMware infrastructure assessment of up to 30 ESXI hosts and one vCenter server designed to help the City of Mesa and OMNIA Partners Participating Public Agencies understand the overall health and software status of your VMware ESX/ESXI and vCenter systems, including performance, capacity, and end-of-support planning.
CDW Security Assessments
Cloud Security Assessment Identify gaps in security posture and create an actionable roadmap for remediation, examining all major CSPs (AWS, Azure, GCP) and multicloud environments.
Application Security Assessment Assess application security by having a team of CDW•G security engineers attempt to break into an application used by the City of Mesa and OMNIA Partners Participating Public Agencies, whether it be an off-the-shelf product or one developed by your team.

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Application Architecture Review

Identify potential concerns within an application by examining the architecture and the data flow, finding vulnerabilities, and providing detailed recommendations for improvement.

SDLC/DevOps Review

Review and improve the secure Software Development Life Cycle (SDLC) program by focusing on the use of key application security solutions, including Dynamic Application Security Testing, (DAST), Static Application Security Testing (SAST), Interactive Application Security Testing (IAST), and Software Composition Analysis (SCA).

Data Protection Modernization Assessment

Evaluate the entirety of the data protection ecosystem to ensure the City of Mesa and OMNIA Partners Participating Public Agencies' recoverability. This assessment leverages a proprietary Data Protection ScoreCard (as well as stakeholder interviews and analytics tools) to provide a report comparing the existing environment to that of the new modernized environment.

Database Security Assessment

Assess database risk by evaluating the susceptibility of the City of Mesa and OMNIA Partners Participating Public Agencies' database to a host of known vulnerabilities and common attack scenarios.

Rapid IAM Assessments

Assess the City of Mesa and OMNIA Partners Participating Public Agencies' current Identity and Access Management (IAM) program and its ability to defend against a wide variety of threats. This assessment aligns with ISACA's IT Assurance Framework (ITAF), COBIT 5.0, ISO 27001/27002, ITIL v3, or the NIST standards.

IAM Strategy Assessment

Use business and security objectives to plot the course for an IAM program over a three- or five-year horizon, including new tool deployments, integrations, functionality improvements, and business justifications.

User Access/Privileged Access Reviews

Get a system-agnostic view of the organization's user processes and roles, and identify opportunities to convert manual processes into automated workflows.

Identity Exposure Assessment

Leverage a Zero Trust view to assess the CISA pillars of Identity and Device. The assessment closely aligns with the NIST Zero Trust Architecture and CISA Zero Trust Maturity Model, evaluating user and device identity management across on-premises and cloud environments for alignment with Zero Trust best practices.

Cybersecurity Maturity Assessment

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Leverage an established capability maturity model (CMM) to objectively evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' current security program and provide realistic maturity rankings across industry standards and frameworks, including the NIST CSF, NIST 800-53, CIS Top 20, and PCI DSS.
SAP Role Design Assessment Assess Systems Applications and Products (SAP) Production environment, reviewing role design approach, role naming conventions, organizational-level security, unassigned roles, maintenance access, end-user profile assignment, and access to sensitive IT authorizations. Provide recommendations for role remediation and optimization.
SAP GRC Access Control Configuration Assessment Assess the SAP Governance, Risk, and Compliance (GRC) Access Control (AC) environment to evaluate process documentation, configuration settings, firefighter workflow setup, firefighter log report analysis, and risk ruleset customization analysis. Provide recommendations for improvement and a prioritized list of automation opportunities.
SAP User Provisioning and Role Change Management Process Assessment Review all provided documentation regarding policies and procedures to develop process maps for common SAP Security activities. Deliver detailed process flows for in-scope processes and recommendations for improvement and automation.
FTC Assessment Assess compliance by following a five-phase methodology for organizations faced with consent orders from the Federal Trade Commission (FTC).
PCI Assessment (Audit) Assess alignment of current practices with Payment Card Industry Data Security Standard (PCI DSS) requirements to determine compliance, issuing a Report on Compliance (Roc) or Attestation of Compliance (AoC) if appropriate. CDW•G also provides readiness assessments, scoping assistance, and Self-Assessment Questionnaire support, as needed.
Privacy Maturity Assessment (GAPP/NIST Privacy) Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' privacy program to benchmark policies, processes, and technologies against leading privacy standards, including the NIST Privacy Framework, Generally Accepted Privacy Principles (GAPP), and HIPAD35A Breach Notification requirements.
Third-Party Risk Assessments Assess the City of Mesa and OMNIA Partners Participating Public Agencies' third parties in support of enterprise-wide third-party risk management programs. These assessments be provided in a managed service format or in bundles/bulk assessments.

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Privacy Compliance Assessments (HIPAA/CCPA/CPRA/GDPR/PIPL/GLBA) Measure readiness and/or compliance with all major data protection regulations, including HIPAA, CCPA/CPRA, GDPR, PIPL, and GLBA. These assessments harmonize regulatory frameworks to save costs and improve efficiency.
IT Risk Assessment Assess IT environment or specific systems to determine if existing IT policies, procedures, infrastructure, applications and security posture are aligned with the City of Mesa and OMNIA Partners Participating Public Agencies' short-term and long-term business objectives.
CMMC Pre-Assessment Evaluate the current environment against the Cybersecurity Maturity Model Certification (CCMC) framework to identify gaps and develop a mitigation strategy before the certification assessment to help shorten the time to certification.
Zero Trust Assessment Build a strategic roadmap to Zero Trust maturity through our three-phase assessment, which aligns with NIST SP 800-207 guidelines and the Cybersecurity and Infrastructure Security Agency (CISA) Zero Trust Maturity Model.
Security Operations Assessment Benchmark the Security Operations Center (SOC) against CDW•G's best practices program, peer organizations, or historic organizational performance levels.
DDOS Resiliency Assessment Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' ability to maintain business continuity and continue critical operations in the face of a Distributed Denial-of-Service (DDoS) Attack.
IoT Device Assessment Provide visibility into and control over the IoT devices on the network, improving the City of Mesa and OMNIA Partners Participating Public Agencies' ability to respond to issues and threats.
Cyber Workforce Assessment Assess the suitability of the cyber workforce to defend the organization by evaluating roles and responsibilities, governance, and the knowledge, skills, and abilities of the individuals.
Web App Penetration Testing Identify and test the full attack surface of the provided application to achieve a full-breadth test of all user-facing functionality.
IR Readiness Assessment

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Assess the City of Mesa and OMNIA Partners Participating Public Agencies' ability to respond to threats from inside and outside of the network perimeter. CDW•G can also help with Incident Response (IR) Program Development and IR Tabletop Exercises.
ASV Scanning Scans all Internet-facing systems that store, process, transmit, or impact the security of cardholder data (CHD) to adhere to the requirements of the current version of the PCI Data Security Standard.
External Penetration Testing Identify and test the full external attack surface of the City of Mesa and OMNIA Partners Participating Public Agencies to achieve a full-breadth test of all available services exposed to the public internet.
Internal Penetration Testing Identify and test the full internal attack surface of the City of Mesa and OMNIA Partners Participating Public Agencies to increase your overall security posture by identifying the maximum number of lateral footholds on a network that should be remediated.
Mobile Penetration Testing Identify and test the full attack surface of the provided application to discover vulnerabilities in several areas, including implementation and platform usage, storage and transmission of sensitive data, and communication with external resources such as API endpoints.
Physical Social Engineering Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' ability to prevent and react to a targeted, non-destructive physical intrusion. This engagement includes both surreptitious and overt contact with the target facility, including masquerading as legitimate occupants or authorized third parties.
Social Engineering Evaluate your ability to prevent and react to a targeted attack as well as the effectiveness of security awareness training provided to users. Can use Phishing (email-based simulations) and/or Vishing (telephone-based simulations) methods.
Vulnerability Assessment Evaluate current IT systems to determine and categorize present vulnerabilities by classifying and ranking vulnerabilities. Provides a customized report with cost-effective, concise recommendations to tackle specific security problems or threats.
Wireless Penetration Testing Assess the organization's wireless attack surface by identifying corporate-sanctioned wireless assets and evaluating their respective security policies. Subjects all networks to active exploitation with the intent of accessing internal corporate resources.

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Compromise Assessment Leverage many of the same tools and tactics as attackers to conduct active threat hunting and develop indicators of compromise based on the recognized MITRE ATT&CK framework.
Secure Endpoint Health Check This health check validates the status of a microservice and its dependencies.
Red Teaming Services Assess the detection and response capabilities of an organization's Blue Team (defensive security professionals) in the event of a targeted attack. Attempt to gain access to the internal network through various attack vectors while subverting the organization's defenses.
Purple Teaming Services In our Purple Teaming Services, our CDW Red Team (offensive security professionals) pairs with the City of Mesa and OMNIA Partners Participating Public Agencies' IT security personnel (i.e., Blue Team) during simulations of specific attack scenarios to improve defenses and incident response procedures throughout the engagement.
Segmentation Validation Evaluate the effectiveness of any network segmentation controls used to reduce PCI DSS scope by attempting to connect to and access the cardholder data environment (CDE) from internal network segments intended to be out-of-scope for PCI DSS compliance.
Cisco Umbrella Health Check Review the Umbrella dashboard must-haves and help the City of Mesa and OMNIA Partners Participating Public Agencies identify common issues and how to maximize their protection.
Cisco Email Security Appliance (ESA) Health Check Evaluate the status of a customer's Email Security Appliance, configuration, and lifecycle with industry-standard recommendations.
Cisco Web Security Appliance (WSA) Health Check Evaluate the status of the City of Mesa and OMNIA Partners Participating Public Agencies' Cisco Web Security Appliance, configuration, and lifecycle health with industry-standard recommendations.
Cisco Identity Services Engine (ISE) Health Check Evaluate the Cisco Identity Services Engine with a system engineer focused on ISE best practices.
Cisco Firepower Threat Defense Health Check

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Analyze Cisco firepower configuration and posture as it relates to the City of Mesa and OMNIA Partner's security needs.
Cisco Secure Network Analytics Health Check Evaluate the Cisco Secure Network Analytics configuration and its ability to provide comprehensive visibility and network traffic analysis.
Microsoft Active Directory (AD) and Hybrid Identity Assessment Evaluate the state of the entire AD infrastructure, including services configuration, directory health, management processes and compliance.
Microsoft Active Directory Domain Services Health Check Conduct a health check on Active Directory (AD) domain configuration, looking for misconfiguration and industry-standard security vulnerabilities in the AD setup.
Microsoft 365 Security Assessment Analyze your Microsoft 365 environment to ensure it is configured and secured based on your unique needs.
Microsoft Public Key Infrastructure (PKI) Health Check Analyze the City of Mesa and OMNIA Partners Participating Public Agencies' design and configuration of your public security keys and provide recommendations to create a go-forward strategy.
Microsoft Security Threat Assessment Analyze the City of Mesa and OMNIA Partners Participating Public Agencies' security posture as well as the tools and solutions used. Includes recommendations on a go-forward security strategy.
Palo Alto Networks Health Check Analyze the health and posture of the City of Mesa and OMNIA Partners Participating Public Agencies' Palo Alto Networks environment as it relates to your security needs.
Splunk System Health Check Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' deployment health through license usage, resource usage, server status, and usage patterns.
Splunk Data Optimization Assessment Review current Splunk procedures, processes, and data sources for performance, capacity, configuration, and other indicators to identify any critical gaps and optimization targets. Provide recommendations on architecture and deployment.
CDW Workspace Assessments

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Collaboration Architecture Advisory

CDW•G engineers will review your Cisco Collaboration environment for pain points and best practices while also analyzing the opportunities to leverage the latest advancements in Cisco Webex cloud collaboration technology. The engineer will prepare a report with the findings of the analysis as well as provide a high-level roadmap of recommendations so the City of Mesa and OMNIA Partners Participating Public Agencies get the most from their Cisco Collaboration investment.

Emergency Calling Assessment

Our highly qualified engineers evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' current collaboration environment for Emergency Calling best practices, including company policies, emergency response locations, remote and mobile users, notification alerts, and address delivery. The engineer prepares a report with the findings and provides the City of Mesa and OMNIA Partners Participating Public Agencies with a high-level roadmap of recommendations to limit your liability, ensure your users are able to reach emergency services quickly, and give you the best chance to receive help at the right location.

Customer Engagement Center Cisco UCCE Health Assessment

CDW•G engineers review the City of Mesa and OMNIA Partners Participating Public Agencies' Cisco Contact Center Enterprise environment for pain points and best practices. The engineer prepares a report with the findings of the analysis as well as provides a high-level remediation plan to address any issues found.

Customer Engagement Center Business Analysis

CDW•G business analysts meet with the City of Mesa and OMNIA Partners Participating Public Agencies' contact center teams to understand pain points and goals. The analyst looks for opportunities for improvement in handling, efficiencies, and opportunities to apply best practices. The consultant prepares a report with the findings of the analysis and provides the City of Mesa and OMNIA Partners Participating Public Agencies' with a high-level remediation plan to address any issues found.

Microsoft 365 Best Practice Assessment Workshop

The Microsoft Office 365 Best Practice Assessment helps the City of Mesa and OMNIA Partners Participating Public Agencies' validate your existing Microsoft Office 365 design (e.g. Exchange Online) and validates it is configured according to best practices.

Microsoft 365 Governance Assessment Workshop

Provides review and recommendations concerning the City of Mesa and OMNIA Partners Participating Public Agencies' Office 365 governance models and/or policies.

Microsoft 365 Network Performance Assessment Workshop

Provides review and assessment of up to four workstations in (up to) four physically separate network sites. It evaluates the workstations' abilities to successfully access Office 365 services quickly.

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SharePoint 2010-2019 Assessment Bundle

Our SharePoint Migration Assessment leverages a proprietary tool developed by CDW SharePoint Specialists to scan the contents of your SharePoint Farm and help identify features and content that will impact your transition to another SharePoint service level/version. The Assessment Bundle includes the initial setup and run of the tool, in addition to a full assessment of a single SharePoint Farm.

CDW Microsoft Teams Assessment and Jumpstart

This Microsoft Teams solution includes basic planning, design, adoption, and pilot migration. This project is a week-long engagement that allows the City of Mesa and OMNIA Partners Participating Public Agencies to utilize Teams in your production environment with adoption advice and content.

Microsoft 365 CISO Security Workshop

The Microsoft 365 CISO Security Workshop allows CDW•G to learn about the City of Mesa and OMNIA Partners Participating Public Agencies' unique needs and develop a strategic plan based on approaches recommended by Microsoft experts. The workshop covers both product and solution best practices and configuration recommendations around the security features of Microsoft 365.

Microsoft 365 CISO Security Workshop with Sentinel

The Microsoft 365 CISO Security Workshop with Sentinel allows CDW•G to learn about the City of Mesa and OMNIA Partners Participating Public Agencies' needs and develop a strategic plan based on approaches recommended by Microsoft experts. The workshop covers product and solution best practices and configuration recommendations around the security features of Microsoft 365 and Sentinel.

Microsoft 365 Security Device Protection

As more and more users become mobile and are using a wider variety of devices, applications and documents need to keep up. How does the City of Mesa and OMNIA Partners Participating Public Agencies' manage these devices while providing secure and reliable access to applications and data? Microsoft 365 helps provide easy, secure access to any device, no matter where someone might be. Device Protection will include the steps necessary to understand your requirements and develop the deployment plan just for you.

Microsoft 365 Security Identity Protection

Microsoft 365 provides numerous tools to provide additional layers of security and also has tools to identify and protect access in real-time. Our Microsoft 365 Security Identity Protection Assessment Workshop includes the steps necessary to understand your requirements and develop the deployment plan just for you.

Microsoft 365 Security Information Protection

This engagement provides the best practices on how to configure the products to achieve the City of Mesa and OMNIA Partners Participating Public Agencies' goals. This will provide

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a functional roadmap to ensure security and compliance is built into the Office 365, Windows 11 and EMS solution.
Microsoft Enterprise Mobility + Security This engagement reviews the City of Mesa and OMNIA Partners Participating Public Agencies' current environment to identify issues and usage of features. We review a single EMS subscription, including all the cloud components, Microsoft Entra ID P1/P2, Intune, Azure Information Protection, Azure Rights Management Service, Azure Advanced Threat Protection, and Cloud App Security. The results of the review provide recommendations to address issues and a roadmap for adoption of additional components.
Assessment of Workspace ONE This engagement provides an in-depth discovery of the City of Mesa and OMNIA Partners Participating Public Agencies' Workspace ONE environment to ensure all management utilities are being used properly and that you are taking advantage of to get the best experience for your users and IT.
Health Check for Jamf Pro This engagement helps ensure you are managing your Apple devices properly through the mobile management utility Jamf Pro based on the City of Mesa and OMNIA Partners Participating Public Agencies' environmental needs.

Configuration Services

The City of Mesa and OMNIA Partners Participating Public Agencies Participating Public Agencies can rely on CDW•G to preconfigure their technology solutions and provide custom turnkey solutions for plug-and-play deployment. We offer a wide array of services to address the various tasks involved in configuration projects, including hardware and software installation and configuration, testing, imaging, domain integration, branding, labeling, asset management, delivery & distribution. Our Configuration Centers roll out 2.6 million products every year - more than 10,000 custom units a day.

The benefits of our configuration services are as follows:

- Lower configuration, integration, and overall deployment expense
- Reduce risk and time to deploy
- Improve delivery, distribution, and tracking of assets
- Complete projects on schedule
- Free IT staff and resources to work on higher-level projects

Our Configuration Team can provide many services, including:

- **Hardware Integration:** Hardware integration services include installation of memory, hard drives, NIC cards, video cards, and a variety of other components.
- **Software Configuration:** When it comes to software, your computers, mobile devices and servers will come with OSs and apps pre-installed. We offer White Glove Service to prep and provision Chromebooks.
- **Custom Imaging:** Including image creation, maintenance, and deployment, we can host a secondary server to connect to your SCCM or other image deployment server via

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VPN. Customizable options include pre- and post-imaging tasks like domain join and security upgrades.

- **Rack Configuration:** We mount and configure your network and security devices, rack-mount servers, chassis blade servers, storage, KVMs, UPSs, and PDUs into a rack structure, then cable and label before shipping.
- **Mobility Services:** We configure and activate your tablets, phones, handhelds, and Wi-Fi hotspots. Additionally, services that include MDM enrollment, App installations, IOS and Android updates are also available.
- **Custom Laser Engraving:** Your logos and other important information can be engraved onto notebooks, mobile devices, and other equipment. We can laser engrave static content and/ or one field of dynamic content, such as the device serial number.
- **Asset Tagging and Reporting:** You have the option to use CDW•G-branded labels, customer-provided labels, or our team can build custom labels that we print on-demand, including UID/IUID identification labels for US Government applications. Extensive information on your devices is available via the Order Reporting and Hardware Asset Management functions on your CDW•G Account Center.
- **Network and Security Device Configuration:** We configure firewalls, routers, switches, access points, and IP phones for all the largest manufacturers. These services include system software/firmware upgrade or downgrade, uploading master configuration files, and configuration of IP address, subnet mask, and default gateway. All customization is based on the City of Mesa and OMNIA Partners Participating Public Agencies' unique specifications.
- **Burn-in Services:** We run your devices for 12 hours or more to ensure all components are working properly. This includes running a diagnostic program (where applicable) to test basic functionality. This service is designed to reduce the number of items that fail after a short period of use.
- **Software and Imaging:** We have a team of engineers, technicians, and team leaders trained to work on image and software deployments. Customer-specific deployment instructions are strictly followed to ensure your devices are imaged and configured your way.
- **Custom Packaging:** This includes kitting, palletization, inserts and welcome letters, and box labeling.
- **Buy and Hold Services:** This allows you to purchase products and have them held in a secure location anywhere from three months up to a year. CDW•G handles the configurations, customizations, logistics, and shipping requirements to ensure your pre-defined deployment schedule is met.

Configuration Quality Assurance

Either our own best practices or your specific deployment instructions are strictly followed to ensure devices are configured to meet each customer's requirements. The City of Mesa and OMNIA Partners Participating Public Agencies can provide a custom checklist to CDW•G for additional verification and testing.

All Configuration Center workers are trained on CDW's best practice quality assurance procedures that include a comprehensive check of each system we touch. First, we verify the compatibility of all components to be installed. Second, we verify that each component is installed properly, and the hardware installation is complete. Finally, we ensure that all hardware and software are functioning according to manufacturer specifications. Each step is completed by a qualified technician and verified by a Quality Control (QC) technician. CDW is ISO 9001:2008 compliant and the names of the primary technician and QC technician are recorded

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for all orders. All team members are held accountable for adhering to our quality assurance procedures. If any issues are encountered, CDW•G will contact you immediately to resolve the issue.

Any defective or damaged devices that are discovered during the configuration or warehousing process will be removed from stock and replaced with new, functional devices. The damaged or defective devices will be returned to the manufacturer on CDW's behalf. This process will not require the customer's involvement and should happen transparently to the customer.

Implementation Services

Our expert engineers configure and deploy your solutions to help you implement technology according to the City of Mesa and OMNIA Partners Participating Public Agencies' unique needs and ensure it works from day one. We can build, create, and analyze software or services, as well as test and release into a defined environment and implement changes outlined in the design phase. We implement technology adoption and organizational change management plans to ensure you're fully utilizing your technology solutions and deriving the value you expect.

Any successful implementation requires careful attention to the management of the scope, people, and process of each project. Through our experience with numerous complex projects, CDW•G has refined an implementation methodology that uses project management best practices combined with real-world lessons learned. Our methodology has resulted in a standard for how we choose the people we hire, the way we structure our project teams, and the project milestones we set for customer acceptance.

We believe effective project management requires careful attention to the following plan elements and an appropriate level of communication between project participants. Our project plan includes the following components:

- Scope of Work
- Project Schedule
- Communication Plan
- Statement of Work
- Risk Management Process
- Change Management Process
- Issue Management Process
- Assumptions
- Deliverable Management
- Customer Responsibilities
- Partner Management
- Project Acceptance
- Contract

The graphic below provides additional insight into our comprehensive methodology.

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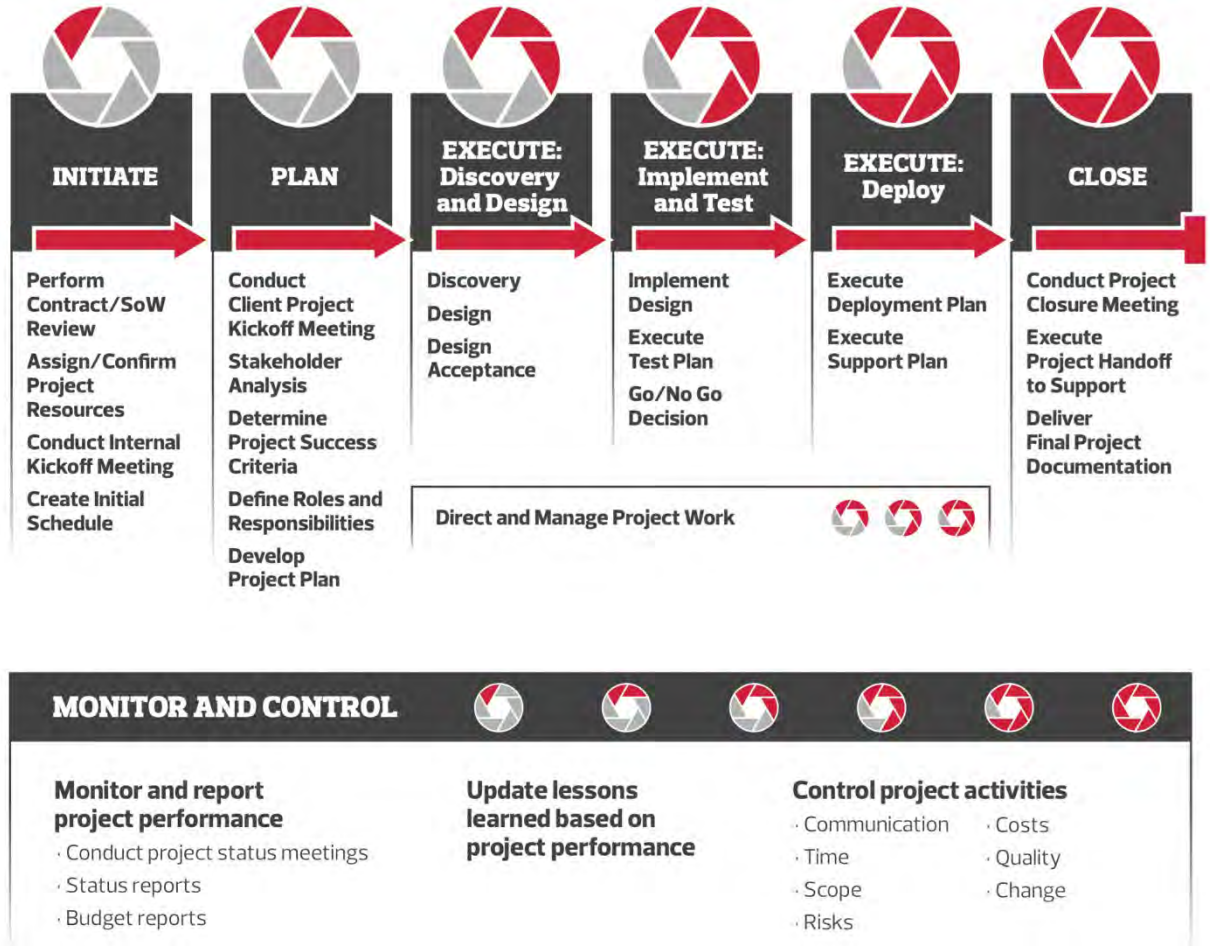


Figure 8. CDW•G's Comprehensive Project Management Methodology

Installation Services

CDW•G installs hardware, software, peripherals, and more. We offer a wide array of services to address the various tasks involved in configuration projects, including hardware and software installation and configuration, domain integration, branding, labeling, asset management, delivery, and distribution.

Our installation services include, but are not limited to, the following:

Computing Installation

Our installation services can help take the burden off your busy IT staff. We can help install and deploy new desktops, notebooks, and printers quickly and easily. We also assist with de-installation and moving of existing equipment, configuration services, and basic IT staff training (if needed) to ensure a custom solution that fits your environment.

Data Center Installation

We can help you optimize your data center with implementation services around your server, storage, power, and cooling technologies.

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Network Installation

Whether it be WAN or LAN, wired or wireless, we are ready to help you implement new network technology smoothly and efficiently.

Security Installation

In addition to offering a comprehensive security assessment, our security specialists can help ensure that your security solution is properly designed and implemented.

Interactive Whiteboard and Flat Panel Installation

Need to update a classroom or conference room with interactive whiteboards or flat panels? We offer manufacturer-certified specialists who can perform site-specific installation at your organization or institution.

Training Services

Our training sessions and programs align the training needs of your workforce with the goals of your technology projects, ensuring that teams across the City of Mesa and OMNIA Partners Participating Public Agencies' have the skills they need to support and optimize your tech stack long-term.

Product Training

CDW•G leverages our top partnership levels with the industry-leading OEMs on behalf of the City of Mesa and OMNIA Partners Participating Public Agencies. We work with you to host Technology Symposiums, which brings our best-of-breed partner network on-site to share key industry updates, product roadmaps, and technical deep dives. Our technical specialists, alongside OEMs will conduct product roadmap sessions, arrange demo loan products, and facilitate a combination of web and onsite training sessions.

CDW•G has two Technology Experience Centers (TEC) in the US that are fully functional data centers and networks, where the City of Mesa and OMNIA Partners Participating Public Agencies can experience technology in action — remotely or onsite.

These facilities offer onsite and remote demos of leading solutions and are managed by our Demo Lab team. These labs demonstrate how integrated solutions work in a real-world environment and help the City of Mesa and OMNIA Partners Participating Public Agencies determine which solutions best meet their needs. Demonstrations allow our customers to:

- See the newest technologies built as integrated solutions
- Host static demos that offer insight on how technologies work
- Help customers compare alternative solutions side by side
- Explore how the latest innovations can help customers achieve their goals

The City of Mesa and OMNIA Partners Participating Public Agencies can work with your dedicated CDW•G Account Managers to arrange a virtual or in-person visit to our Technology Experience Center. CDW•G will work to make as much training as possible through the above options.

Additionally, on any Professional Services engagements, knowledge transfer is part of our core methodology, ensuring that on-the-spot training is taking place and that IT staff knows how to manage and drive the new technology or environment upon our engineers' departure. CDW•G also offers a wide array of in-depth training options and workshops, highlighted below.

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Training Courses

We have experience in orchestrating IT projects and initiatives, from small and medium-sized businesses to enterprises. Combining our elite curriculum with the expertise and depth of our solutions and services gives the City of Mesa and OMNIA Partners Participating Public Agencies the skills you need to optimize your IT investments and achieve their most important outcomes.

Our courses meet the same standards for quality, interactivity, and alignment with today's biggest technology challenges. **Highlights** of our training courses include the following:

- Our courses are created and led by some of the world's best instructors, whose scores for delivery from students average 4.9 out of a possible 5.
- Each course is designed to maximize time spent in hands-on learning, including lab/range exercises and debriefs, tool walkthroughs, and case studies.
- Born out of some of the most demanding Security Operations Centers (SOC) in the world, our proprietary curriculum is uniquely sophisticated and pairs with vendor technology training to deliver a complete solution to your security and IT skills needs.
- Our training is developed in collaboration with industry leaders who share our commitment to thorough, leading-edge IT training. It's always up to date, with instructions specific to the latest versions of each tool.

Our courses are designed for virtual instruction, but they can also be taught live at your location. We'll tailor your workforce development program to meet the needs of each Participating Public Agency, wherever they are.

We offer courses and bundles to support virtually any project you may be initiating.

Please see our full course catalog in Tab D, Exhibit 4. Additional courses and workshops include, but are not limited to, the following:

CDW OS ITSM Simulation/Executive Visioning Workshop

By participating in our IT Service Management (ITSM) business simulation workshop, the City of Mesa and OMNIA Partners Participating Public Agencies can learn how to increase the business impact of their internal service provision. This hands-on, highly interactive IT/Business workshop is designed to educate the City of Mesa and OMNIA Partners Participating Public Agencies' leadership and stakeholders in the business structure of process with technology.

Participants are given roles in a sub-optimal business unit in which they have to respond to real, everyday challenges and transform processes and underlying technology that meet the needs of the business. Results improve as each round concludes.

Benefits of this workshop include the following:

- Identify in real time how political, business, process, and technology issues intermingle and affect overall business results.
- Directly experience the increased efficiency yielded by process improvement.
- Achieve better alignment between leadership and staff as it relates to both process and internal cooperation.
- Learn to work better together as a team so that projects succeed.

CDW OS ITIL Training: One-Day Awareness/Three-Day Foundation

Our approach takes you on a journey through the five stages of the ITIL service lifecycle and helps the City of Mesa and OMNIA Partners Participating Public Agencies adopt best-practice

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processes used by leading organizations worldwide with tremendous positive impact. Whether you need full training and certification for key members or simply an executive overview for greater awareness and adoption, we've got you covered.

Our One-Day Awareness workshop educates and informs leadership by using case studies from organizations around the globe that have successfully implemented ITIL. We take a high-level, results-oriented approach to the People, Process, and Platform elements of the service improvement in order to convey:

- Key concepts of ITIL
- Practical guidance for applying ITIL to everyday IT situations
- How to align with business, control costs, and improve IT service quality
- Strategies to balance IT resources with business needs and objectives
- The role of technology and how to maximize its value

Our Three-Day Foundation course covers all material specified in the ITIL Foundation certificate and prepares attendees to successfully achieve their Foundation certification. We infuse real-world examples throughout and discuss overcoming the practical challenges and barriers to implementing process improvement. All of our instructors are ITIL experts and have years of hands-on IT practitioner experience, enabling them to effectively intertwine theory and real-life stories and scenarios.

CDW OS Process Alignment Workshop

Process improvement consulting is critical for state agencies striving to advance their process maturity in order to improve IT service delivery responsiveness, maintain consistent levels of service, and increase customer satisfaction.

Led by our Advisory Consultants, this half- or full-day Process Alignment Workshop is grounded in ITIL and industry best practices. Instead of reinventing the wheel, we'll focus on new processes that are in-scope for a project, aligning with existing processes in order to work together at all levels.

IoT Transformation Workshop

Our Internet of Things (IoT) Transformation Workshop is designed to help the City of Mesa and OMNIA Partners Participating Public Agencies understand your data needs, determine return on investment (ROI), and evaluate their foundational infrastructure to determine if any technical components should be retired, evolved, or added before implementing an IoT technology initiative.

In the workshop, we will walk through five focus areas:

- **Business drivers:** We'll outline business drivers for IoT, starting with your key stakeholders, business processes, business systems, and linkage to company goals.
- **Data investigation:** We'll review the data that needs to be derived. What kind of data are you gathering? Can this data be used by other departments? Is it revenue-generating data that can be sold to your customers as a service? We'll help you review your data to determine how your business will benefit from the data discovered as part of this workshop.
- **System of systems:** Do you need to pull in third-party data for this solution? Examples may include data from The Weather Company (an IBM business), mapping software, or data from other external tools or systems.

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- **Infrastructure readiness:** We'll determine if your infrastructure is adequate for the proposed IoT solution.
- **IoT technology:** You'll understand what related IoT technologies will need to be implemented for your new solution

CDW Information Security Cybersecurity Workshop

We offer half-day and full-day Cybersecurity Workshops for security leaders. We assemble our top experts in a range of domains — from compliance to data governance to zero trust to IAM and more — and spend dedicated time with your team to validate strategies, recommend best practices and align with organizational goals and expectations.

Our workshops are tailored to each state agency's needs and goals, with subject matter experts from a range of specialty areas. These sessions can be scheduled to kick off the beginning of a strategic planning cycle, to validate an existing plan or to "course correct" in the middle of execution. Each full-day or half-day workshop includes:

- **Expert Panel:** A grouping of experts, tailored to your desired topics of discussion. Workshops can be domain specific or can span the entirety of your cyber strategy.
- **Clear Recommendations:** Our workshops are designed to produce actionable guidance that makes a material improvement in your security program.
- **Fresh Insights:** Our experts are specialists in their fields, giving you the scoop on the newest technologies, best practices in the field and 12-18-month trend predictions.

CDW OS Organizational Change Management Planning Workshop

This three-day workshop teaches participants the Organizational Change Management (OCM) framework for managing the effect of change on an organization, including new business processes, changes in organizational structure, overcoming cultural hurdles within an organization and more. We accomplish this through an approach that is based on the five-step ADKAR framework in order to help you deal with the human-aspect of change management: Awareness, Desire, Knowledge, Action, and Reinforcement.

This workshop offers a myriad of valuable benefits aimed at enhancing your organizational prowess. Delving into the organizational history of the City of Mesa and OMNIA Partners, participants will gain a comprehensive understanding that serves as the foundation for crafting an effective communication and marketing plan, inclusive of targeted training initiatives. The workshop goes beyond theoretical concepts, providing practical insights into resistance management planning, a crucial skill set designed to preempt and navigate adoption challenges seamlessly. Additionally, our expert facilitators will guide participants in the formulation of a robust coaching plan, enabling them to identify and leverage strategic opportunities for optimal growth and development. In essence, this workshop is a holistic approach to empower your team with the knowledge and tools needed to propel your organization toward success.

PMO Assessment Workshop

Our DCT leads our Project Management Office (PMO) Assessment Workshop. This workshop is a high impact, comprehensive program to assess and improve Project Portfolio Management (PPM) practices over the course of 3-4 weeks. This comprehensive program consists of three survey domains: PPM current state, PPM satisfaction, and PPM assessment.

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IT Practices Workshop

Led by our DCT team, the IT Practice Review workshop gives the City of Mesa and OMNIA Partners Participating Public Agencies visibility into how your organization operates. Through a holistic approach, we look beyond process documentation into how teams work together. Each Agency is unique, and how processes are designed and implemented can either work for or against business objectives. In 2 short weeks, agencies will have a high-level map of their strengths and weaknesses and a plan to ensure their processes propel them to reach their goals.

IT Resource Cost Benchmarking Workshop

It's simply good business to operate in a cost-efficient manner and continually look and plan for opportunities that will improve the bottom line. Led by our DCT team, our IT Resource Cost Benchmarking Workshop can help the City of Mesa and OMNIA Partners Participating Public Agencies identify and plan areas for cost optimization using data-based metrics and relevant industry comparisons to support best-case decisions. Whether each agency is anticipating a cost reduction mandate, focused on continuous improvement, or simply wants better insights into their IT cost structure, our cost benchmarking study will have you covered.

For more of our training offerings and workshops, our full training catalog is provided as Exhibit 4.

Maintenance Services

CDW•G offers various maintenance agreements to cover all types of vendors, products, and service levels. Our offered maintenance agreements give access to cover all vendors, products, and service levels with just one toll-free number. Types of available agreements include the following:

- **Coterminous Support Contracts.** A coterminous support contract can take the City of Mesa's existing manufacturer support plans and roll them together with one standard end date to eliminate the risk of a lapse in coverage.
- **Break/Fix Maintenance Agreement.** These annual maintenance agreements and contracts cover the repair or replacement of in- or out-of-warranty equipment.
- **Retainer Contracts.** Retainer contracts provide a designated block of time that guarantees the City of Mesa's access to field service and support staff, including system engineers, network technicians, PCs, and printer repair technicians, and more.

For a more comprehensive overview, please see "Repair" above.

Advisory Services

Please see "Consulting and Advising" above.

Managed and Support Services

CDW•G offers a wide variety of managed and support services. In June 2023, we ranked #10 out of 501 in the prestigious 2023 Channel Futures Managed Service Providers (MSP) 501 rankings; MSPs that qualify for the list must pass a rigorous review conducted by the research team and editors of Channel Futures. Applicants are ranked using a unique methodology that weighs financial performance according to long-term health and viability, commitment to recurring revenue, and operational efficiency.

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Our Managed Services offerings allow the City of Mesa and OMNIA Partners Participating Public Agencies to contract for support of your networks, systems, databases, and select applications. Our modular approach to IT management allows you to select services that best support your individual organization's goals and current capabilities.

We offer end-to-end solutions, including strategy development, technology selection, implementation, and operation. We offer multiple delivery models, including on-premises, off-premises, cloud, and as-a-Service models. Benefits of our Managed Services practice include the following:

- Establishing security posture
- Improving governance and overall operation
- Increasing availability and performance
- Making informed, strategic decisions based on data

Services include:

- Managed Infrastructure
- Managed Cloud Services
- Managed Security Services
- Managed Resiliency Services
- Managed Digital Experience

Managed Infrastructure Services

We offer ITIL-based monitoring and management services to help you manage your existing environments and focus on value-driving initiatives with Mainframe, IBM Power Systems, Converged and Hyperconverged Platforms, OS, Database, Storage, Network, Application Managed Services, and Service Management. Part of our Managed Infrastructure Services include, but are not limited to, the following:

Operating Systems, Applications, and Services

- Managed Patching as a Service
- Managed Mainframe Services
- Managed Mainframe Automation
- Managed Mainframe Monitoring

Data Center

- Managed Colocation Services
- Managed Storage Services
- Managed Backup and Restore Services
- Managed Server Virtualization Services
- Managed Database Services
- Managed Converged Infrastructure Services
- Managed Hyper-Converged Infrastructure Services

Network

- Managed Switching Services for OEMs such as Aruba, Cisco, Extreme, HPE, Juniper, and more.
- Managed Routing Services
- Managed Load Balancing Services
- Managed WAN Optimization Services
- Managed Wireless Networking Services

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- Managed Policy and Access Services

Managed Cloud Services

We help make your cloud initiatives successful — from application through migration and management with Cloud Enablement Services, Managed Private Cloud, Managed Cloud – AWS, Azure, and Google Cloud Platform (GCP), Managed Security for AWS and Azure, Sirius Power Cloud, SIEM as a Service, Monitoring as a Service, Patching as a Service, Unified Communications as a Service and Backup as a Service.

CDW•G has a Government Cloud Managed Services Team that understands the unique challenges public agencies face with regard to managed cloud solutions because we understand that managing a complex and evolving cloud environment requires unique and specialized skills. When production and business-critical systems must remain online without disruption, we can keep your infrastructure operating optimally. Our Managed Services for Cloud are an integral component of the City of Mesa and OMNIA Partners Participating Public Agencies' end-to-end digital transformation.

With CDW•G's trio of cloud MSP certifications, we have the expertise and experience to support the City of Mesa and OMNIA Partners Participating Public Agencies across all major cloud platforms. With AWS MSP and Microsoft Azure MSP certifications already under our belt, we are now one of a select few providers in North America, and an elite group of providers globally, to hold all three major cloud MSP certifications. Whether Participating Public Agencies are looking to migrate to the cloud, optimize their existing cloud environments, or manage multiple cloud platforms, CDW•G has the capabilities, talent, and resources to help the City of Mesa and OMNIA Partners achieve your unique goals. An overview of our Cloud Managed Services offering is as follows:

- **Managed AWS Services:** Our comprehensive next-generation Managed Services for AWS is backed by more than 20 years of managed services support experience. Delivered through CDW's Enterprise Command Center and managed by AWS-certified architects, consultants, and engineers, the City of Mesa and OMNIA Partners can focus on proactive initiatives and outcomes, not technology management.
- **Managed GCP Services:** Our GCP-approved architects, consultants, and engineers provide the day-to-day management so you can harness the power of your technology instead of simply managing it. Our cloud experts work closely with our customers to guide them to an end-to-end cloud management strategy that brings clarity to the cloud.
- **Managed Azure Services:** As a CSP provider for Azure and a Gold Platform member of the Microsoft Partner Network, CDW assists customers with the adoption and implementation of Azure securely and efficiently. We have a long-standing, award-winning relationship with Microsoft that we extend to our clients.
- **Google Cloud Managed Service Provider (MSP) Initiative:** CDW has successfully completed the requirements to participate in the Google Cloud Managed Service Provider (MSP) Initiative, bringing new capabilities to CDW•G's services portfolio and turning it into a trifecta in cloud-managed services. Google Cloud's differentiators bring to CDW an opportunity to accelerate customers' interest in innovative Managed Security Plays and Generative AI ventures. To receive this Google recognition, CDW demonstrated through third-party expert-assessment deep knowledge of Google's technology stack; CDW proved experience and stability in long-term managed customers and showcased a sound practice of support operations with Google-certified individuals on-call.

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Managed Security Services

Today's siloed security tools force analysts to pivot from console to console to piece together investigative clues, resulting in painfully slow investigations and missed attacks. Even though they've deployed countless tools, teams still lack the enterprise-wide visibility and deep analytics needed to find threats. Faced with a shortage of security professionals, the City of Mesa and OMNIA Partners IT Teams can leverage CDW•G to simplify security operations in a vastly changing security landscape. CDW's Managed Security Services bring mature processes and industry experts to support your security threat landscape.

The CDW Managed Security Services suite provides coverage for critical security tools and processes. The support model includes 24/7/365 support; this type of around-the-clock monitoring is essential for government entities like the City of Mesa and Participating Public Agencies that require vigilance and prompt response, all while complying with local regulations and standards. Our 24/7/365 model includes support for the following:

- Vulnerability Scanning Management
- Next-Generation Firewall
- Endpoint Protection
- Identity Access
- Security Incident Event Management
- Behavioral Analytics
- Security Orchestration Automation and Response

Our 24/7/365 Security Operations Centers stop threats with a cohesive, multifaceted approach designed to maximize return on investment by utilizing the top security tools in the industry, including, but not limited to, the following: Tenable, Palo Alto Networks, Cisco, Check Point, IBM, Exabeam, and CrowdStrike. Workflows are built on time-proven ITIL processes combined with top-tier commercially available tools to avoid vendor lock-in due to proprietary solutions.

To enhance deployed security tools, CDW•G uses threat intel feeds, proactive threat hunting, IOC research and investigation, automation, and machine learning. Your security landscape is supported by expert analysts with extensive experience and credentials. Our security team has 500+ security certifications and a team of 500+ experts. Some of our certifications include, but are not limited to, the following:

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Figure 9. Overview of Security Certifications

Managed Resiliency Services

We help maintain business continuity and recover critical applications and data with Managed Backup, Managed Disaster Recovery, and Managed High Availability.

Thoroughly protecting your organizational data from threats and recovering when needed can be complicated. With CDW Data Protection solutions, from industry-leading partners, defining data management capabilities throughout the data lifecycle — from creation to destruction — is easy, and provided as a fully managed service.

CDW can completely operationalize your data protection environment for one low monthly fee, with design, configuration, and implementation of your Rubrik environment according to your requirements. Deployment, monitoring, and full support of the environment, including the hardware and software, can all be done for a predictable monthly expense.

Managed Digital Experience

We help manage messaging, videoconferencing, voice, video, Unified Communications as a Service, SD-WAN, and business applications. We help provide a richer end-user experience by managing virtual workspaces such as virtual desktops and Citrix and the Microsoft Office 365 tools and orchestration.

Managed Services Levels

We provide three levels of managed services:

- Advanced Monitoring -- Bronze
  - Advanced Monitoring includes comprehensive monitoring and alerting for supported technologies. In addition to basic availability monitoring of devices and services, CDW also provides error/exception monitoring, threshold monitoring, and performance utilization monitoring. All monitoring data is available through a web-based reporting engine.

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- Proactive Maintenance – Silver
  - Proactive Maintenance includes patching services. CDW proactively monitors vendor patch availability, analyzes patch necessity and priority, and applies recommended patches to your system.
- Availability Management – Gold
  - Availability Management includes break/fix engineering support and an SLA for device availability. CDW's SLA for all Gold level modules is a 99.9% monthly services uptime guarantee.

Each of the levels encompasses the previous levels. There is no loss in service when moving to a more comprehensive level, meaning that no operational tasks are lost when moving between levels.

Support and Continuous Improvement

CDW•G experts provide technical support for complex technology solutions when your IT, development, and business teams need it. Our experts work with you to continuously optimize your technology environment.

Staff Augmentation Services

For more than 20 years, CDW•G has been providing customers the ability to staff their projects by giving them access to our experienced architects, engineers, project managers, and consultants drawn from our deep national and in-market resources. Our goal is to provide the City of Mesa and OMNIA Partners Participating Public Agencies the ability to scale up and down your augmented workforce on demand, giving you the ultimate flexibility to meet your evolving needs and upcoming project plans. Staff augmentation ultimately reduces costs; the City of Mesa and OMNIA Partners Participating Public Agencies can quickly access experts without a long-term commitment, lengthy hiring process, or administrative burdens.

CDW Staff Augmentation Services help meet the demands of your organization in unique ways. We provide skilled staff to augment your team with expertise in a wide range of technologies, offering an objective view of IT that ensures you will always receive the right solution to your problems while minimizing payroll costs and maximizing time savings for your priority projects.

We have a wide range of resources ranging from Level-One help desk to Senior Engineers and Architects to Management. Our areas of support run the gamut - from Networking to Cloud Engineering, DevOps, to Application Development. A snapshot of our areas of expertise can be found below:



Figure 10. CDW•G Staff Augmentation Areas of Expertise

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Professional Services

A variety of our professional services have been described throughout our services offering section thus far. As mentioned, our project managers and consultants work directly with the City of Mesa and OMNIA Partners Participating Public Agencies to design and implement every facet of your IT solution. After assessing your current environment and business objectives, they'll produce a detailed project blueprint. Partnering with your existing staff, they'll oversee the full implementation of the solution. After a successful implementation, they'll perform quality assurance and troubleshooting before leading an in-depth closeout meeting to make sure your team is ready to take the reins. Our end-to-end support ensures that your solution can do it all: improve end-user experiences, increase efficiency, and free up your team.

OMNIA Success Story: Midsized County

Background

Government entities often find themselves having to act very quickly to follow through on their most critical initiatives. They typically have an idea of what they want to accomplish, yet the path to execution is rarely straightforward. Whether it relates to budget approval, how long funds are available, or the expertise to go from idea to implementation, IT Departments must be ready to act quickly, requiring a partner they can trust to execute at a moment's notice.

Challenge

This mid-sized County, like many of their peers, has a small IT team, with the knowledge and expertise to keep things running, but implementing new technologies on a regular basis is a continued challenge. Not only is their staff somewhat unfamiliar with the latest offerings in areas like Hyperconverged Infrastructure and Next Generation Data Protection, but once funds become available, the prospect of lacking in-house resources to implement these innovations within the necessary timeframe is a major concern.

Solution

This County needed a partner that could complement the strengths of their IT team and walk hand in hand with them to help design, implement, and manage complex technologies. CDW•G presented technical engineers to help educate the team on the solution, informing them on how the technology functions, as well as properly standing up the solution in their environment. CDW•G deployed resources to help with everything from network equipment, network security, and data protection – from advisory services to setting policies on their new equipment.

Success through OMNIA Partners

OMNIA Mesa and CDW•G were the perfect procurement vehicle for this County to deliver on these "just-in-time" technology solutions that are becoming more and more essential in the local government space. CDW•G instilled in IT leadership the confidence to undertake projects, guiding them seamlessly from conception to implementation, transforming what once seemed unattainable into achievable milestones with a trusted strategic partner.

This customer leveraged the Mesa OMNIA contract as a swift and efficient avenue for procurement, guaranteeing the responsible allocation of constituent funds. Entrusting CDW•G as their advocate, the IT department could rely on expert guidance to select the optimal technology, ensuring seamless functionality from day one.

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Comprehensive Product Offering

Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

CDW•G's comprehensive line of products and services can be found at www.cdwg.com. We have also provided our Line Card as Exhibit 1.

However, our offering would not be complete without highlighting our sector-specific services and capabilities. We understand that state agencies, local governments, higher education institutions, and K-12 entities have different needs.

CDW•G for Public Safety

CDW•G's Public Safety Team has a specialized practice devoted to public safety issues, with more than 20 years of experience and hundreds of engagements to our credit. Fire, Police, and other Emergency agencies face unique challenges, even different from other government agencies. Understanding this, we built a team with the sole focus of supporting our nations critical Public Safety agencies. Our team of dedicated Public Safety Business Development Managers will guide the City of Mesa and Participating Public Agencies to the most impactful choices, address all the requirements, policies, and strategies you face every day, and show you how the pieces fit together.

At CDW•G, we actively engage with fire, police, emergency medical services, emergency management, and other agencies, offering invaluable insights into their myriad options. Recognizing that a little guidance can yield substantial results, our profound knowledge and expertise in deploying cutting-edge technology stand ready to empower decision-makers in selecting optimal public safety solutions.

Modern-day emergency management and first response require fast and always-available access to information. Without it, police officers, first responders, and emergency personnel are at a disadvantage against criminals and natural disasters alike. Innovative digital solutions provide new, engaging approaches to fulfilling missions and keeping communities safe.

Our offering covers the full spectrum of capabilities:

Video

- In-vehicle video, capture, and management
- Body-worn cameras
- Interview room monitoring
- Fixed security
- Surveillance
- Analytics
- Collaboration and telepresence
- Case management

Mobility

- Mobile data laptops and tablets
- Data collection and scanners
- Mobile printing
- GPS and automatic vehicle location
- Mobile access routers
- Wi-Fi solutions
- Advanced authentication

Data Center

- Servers and storage area networks
- Hyperconverged infrastructure
- Backup and recovery
- Virtualization
- Cybersecurity
- Unified communications
- Enterprise wireless

Command, Control, and Intelligence

- Mission Critical Operations Centers
- Data Visualization and Analytics
- Situational Awareness Platforms
- Mobile and Deployable Solutions
- Evidence Management

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- Cloud solutions
- Virtual private network mobile software
- Cloud solutions
- Alert and mass notification
- systems
- Power and cooling
- Cloud solutions

CDW•G understands that each state has different laws pertaining to the sale of physical security/public safety hardware and equipment; CDW•G ensures that we have or will have applicable licensure for any products and equipment we provide to the City of Mesa and OMNIA Partners Participating Public Agencies.

Success Story: Implementing Situational Awareness Rooms for a Large Urban City

Law enforcement bureaus were looking for methods to mitigate risk and engaged CDW•G in these discussions. This conversation started an 18-month process of consulting and designing a new Joint Operation Command Center (JOCC) that could be used at a central location by engaged bureaus.

The JOCC is designed to provide joint command capabilities for more than five federal partners and will serve as a command and control center for the City's significant events moving forward. Additionally, the JOCC will be a central point of communication and control for future civil unrest.

The primary Command Center seats 80 individuals and includes a 1.1M LED 80 feet wide video wall. Additionally, the center contains seven adjacent conference rooms fully equipped with digitally transformed audio-visual systems. Work began in the last quarter of 2022 and will be completed shortly. The Center is set to open in mid-2023 and will be one of the leading operations centers in North America.

CDW•G for Education

CDW Education understands the challenges – and opportunities – involved in building a flexible and supportive personalized learning environment for K-12 and Higher Education students. We currently support 2,300 K-12 and 1,400 Higher Education (Higher Ed) institutions and entities on the existing City of Mesa and OMNIA Partners contract. You can continue to count on us to guide you through tight budgets, numerous choices, and expertise shortfalls so that you're prepared to meet your IT needs, now and in the future. Through the acquisition of Amplified IT in 2020, we are further able to support our education customers with our own tools, such as LittleSIS, Gopher, and more.

We know that our education customers' need for vendor support does not stop at deployment completion. Maintaining technology program innovativeness and alignment with your education goals is a continuous and daunting task. In fact, in a year, your program may look very different. You need a vendor that does more than meet your technology requirements right now; you need a vendor partner that shares a passion for education and continued development to future-proof schools, staff, and students for long-term success. Our Education Strategists help educators include technology as part of their educational planning and goals; we pledge to remain dedicated to supporting the full scope of each OMNIA Partners Participating Public Agencies' technology and related educational needs.

We have actively expanded our catalog, certifications, and solutions to address the latest developments in Education technology, including cloud, IoT, drones, and esports, so that we

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can continue to support the changing needs of the City of Mesa and OMNIA Partners Participating Public Agencies. In addition, we have dedicated CDW•G Education resources aligned to these solution areas to help you understand and implement them. Moving forward, we expect the landscape in which we compete to continue to evolve as new technologies are developed, and we will continue to evolve with those technologies.

We offer a variety of education-specific services and solutions, some of which align with leading manufacturers, such as Amazon Web Services (AWS), Microsoft, and Google. Our goal is to help empower students, families, faculty, staff, and administrators as they explore and build opportunities for improving academic outcomes. Some of these services and solutions include, but are not limited to, the following:

CDW•G and Google for Education

We are a Premier Google Partner on a mission to empower schools to get the most out of Google Workspace for Education. In August 2023, we were awarded Google Cloud's Partner of the Year in the Specialization category for excelling in the Education sector and delivering positive customer outcomes. Our teams of education and technology experts have served more than 4,200 districts across the US and Canada, including 12 of the 15 largest districts.

- **CDW Collaboration Amplified Support for Google for Education:** Save your IT team valuable time and resources and empower them to make the right decisions for your institution's digital infrastructure. Equip them with the support they need to prevent and mitigate technical challenges like network errors, misaligned settings, security breaches, app degradations, and more. The Amplified Support for Google for Education service partners technical staff with Google IT specialists who provide on-demand support, customized solutions, and professional collaboration to help your institution keep up with Google's ever-evolving environment, optimize the operation of your Google for Education domain and Chrome OS, and achieve the strategic goals of your administrators, educators, and students.
    - Support services include on demand support with highly responsive SLAs, customized solutions, and professional collaboration.
- **CDW Collaboration Chrome Checkup:** With the rapid adoption of education technology through a 1:1 model, classroom carts, or computer labs, Google Admins are managing the settings and configurations for Chrome and fleets of Chrome devices. Neglecting to keep up with Google Chrome updates and the normal degradation that comes with usage can leave Chrome devices vulnerable to metric and data errors, security breaches, and operations issues. A Chrome Checkup explores an institution's current Chrome and Chrome device settings in the Google Admin console to provide recommendations based on education best practices to ensure their fleet is optimized for success and ready for deployment.
- **CDW Collaboration Google for Education Audit**: Ongoing Google for Education feature changes can make it difficult for you to keep your institution's Google Workspace domain up to date. Neglecting to properly configure even a few settings in the Google Admin console can leave it vulnerable to undelegated access, metric and data errors, and security breaches. The Google for Education Audit analyzes your Workspace environment against the latest education best practices and Google Workspace updates and provides an actionable plan to improve the efficiency of your domain for the success of your administrators, teachers, and students.
- **CDW Collaboration – Google Voice for Education:** Google Voice is a simple, smart, and scalable cloud-based phone solution that allows administrators and teachers to stay

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connected to students and parents via a desktop phone or cellular and computer devices without having to use their own phone numbers. With the options of remote, hybrid, and in-person teaching and learning models exposing the need for schools to have an efficient communication system, Google Voice is a valuable option that puts administrators and teachers in control of their call logs, whether teaching and learning are happening in the building or at home. Google Voice is intelligently optimized, secure, and compliant and fits seamlessly into the Google Workspace for Education workflow.

- **CDW Collaboration – Google Workspace for Education KickStart:** The Google Admin console has over 1,000 settings that do not come out of the box tailored to meet the needs of your institution, and Google Admins are left to build out the Google Workspace for Education domain on their own. This can result in misconfigurations, improper OU structure, an abundance of delegated permissions, and security vulnerabilities that affect teaching, learning, and safety. A Google Workspace for Education KickStart provides institutions with a configuration guide for all the settings in their Google Admin console. Recommendations are based on education best practices and an institution's unique strategic goals, so the domain is operating at its highest level from day one.

CDW•G and Microsoft for Education

CDW's Amplified for Education Services offer comprehensive Microsoft 365 EDU support to schools, addressing your most urgent problems in classroom technology, remote learning, device management and security. With our expertise, you can optimize your learning environment by leveraging Microsoft technology and affordable Windows 11 Education devices to their fullest potential.

We offer multiple Microsoft EDU Services for your environment, including:

- **Microsoft EDU Modern Management Program | Intune for Education Pilot**: By streamlining device management, reducing downtime and IT support costs, and improving data protection, Intune for Education can complement schools' current Intune for Enterprise as an add-on or a stand-alone plug-and-play service. With its focus on delivering high-quality, innovative, and inclusive education for all students, Intune for Education empowers schools to leverage their existing infrastructure while enhancing their device-management capabilities specifically tailored for educational settings.
- **Microsoft Education Discovery and Design | M365 EDU Ecosystem Assessment:** By providing clear guidance on what tools are being utilized or not utilized, this assessment enables ITDMs to optimize software usage, reduce unnecessary spending and make informed decisions about their technology budget.
- **Amplified for Microsoft EDU | Windows 11 Readiness Assessment:** The Windows 11 Readiness Assessment includes a series of workshop sessions that help schools evaluate EDU environments in preparation for the deployment of Windows 11 and its features, identify scalability constraints, make informed decisions, and implement the necessary enhancements to ensure successful adoption.
- **The CDW Education Collaborative | Microsoft:** The CDW Education Collaborative is a forward-thinking community of K-12 districts looking for insights and best practices for administering and mastering Microsoft 365 Education and Google for Education ecosystems. The Education Collaborative provides a one-stop shop to access useful content and helpful advice from fellow education IT professionals, CDW professionals, and Microsoft and Google insiders.

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CDW•G and AWS for Education

We are part of AWS' Partner Network with an active Advanced Consulting Partner status. CDW•G coworkers have earned more than 200 AWS certifications, including the AWS Database and Data Analytics Specialty Certifications, as well as the AWS Migration Competency, AWS Storage Competency, and more.

- **CDW Hybrid Cloud AWS Appstream Implementation Services (Education Segment):** With more students learning remotely with less-robust devices, the demand for remote application access is growing. The AWS AppStream service allows students to access their critical apps remotely, and CDW•G has developed a turnkey service to get your students and institution up and running. Provide access to the applications your students need without the expense and security risk of building and hosting on your premises. CDW•G will plan, configure, and deploy the AppStream solution for you.
- **CDW Classroom in the Cloud on AWS Hybrid Cloud:** The cost of purchasing, installing, implementing, maintaining, and replacing the hardware and software needed on your facilities to accommodate the curriculum your students need can create a budget black hole, which is why we created our Classroom in the Cloud on AWS, an enhanced Desktop-as-a-Service (DaaS) solution. Allow CDW•G to help you increase efficiencies, decrease costs, and improve the student experience by building virtual classrooms and labs in AWS. With CDW•G's Classroom in the Cloud service, you have the flexibility to spin classrooms up and down, use online faculty resources, and provide students with 24x7 access to complete or repeat work outside of class, all while keeping costs at the requisite minimums. In addition, CDW•G can provide you with content for the grant proposal necessary to receive the funds to use this service, if needed.

These sector-specific offerings provide insight into our capabilities; however, they are not comprehensive.

Success Story: Custom-Built Esports Room in a Southeast School District

Background

Several educators at a junior high school created an after-school esports club that met online during the pandemic. When students returned to campus, the club met in the school library. The staff and principal envisioned so much more; they wanted to add esports to the curriculum and build a dedicated esports room. They pitched their ideas to school district leaders and quickly won support.

The CDW•G team, which includes esports experts, initially met with school officials in the spring of 2021 to discuss the district's immediate and long-term goals. In doing so, they learned the gaming room needed to be multifunctional for teaching both esports and other classes.

Engagement and Solution

The district took advantage of CDW•G's Blueprint to Design service, which includes its furniture partner Spectrum Industries, to create an initial floor plan and design for the room.

At the same time, CDW•G's esports advisers made technology and furniture recommendations to fit the district's budget. After receiving feedback on the initial designs, CDW•G developed new 2D and 3D renderings for the space. During this process, CDW•G held multiple virtual and onsite visits. Before the technology and furniture arrived, the school

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hired a general contractor to equip the room with enough electrical outlets and network drops for the PCs and other equipment. With the infrastructure complete, CDW•G and their installation partner installed the LED lighting and 65- and 75-inch Samsung displays. Once the furniture and tech equipment arrived, we assembled the gaming desks and chairs and installed the computers and gaming peripherals.

Outcome

In the fall of 2021, this junior high school opened a state-of-the-art esports room, transforming a traditional classroom into a rich learning environment. This esports room has become the home for a semester-long interdisciplinary course that teaches them about the career and technical skills they will need in the fast-growing field.

Product Offering

In addition to the services listed above, CDW-G is pleased to offer our full catalog of products and solutions. For insight into our product offering as it relates to the requested products in this RFP's Scope of Work, please continue reading.

Software

a. Software: National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.

CDW•G is pleased to offer software solutions and applications from leading manufacturers, including Microsoft, Google, and Oracle, among many others; CDW•G has developed close partnerships with more than 300 of the industry's leading software publishers.

Software and Information Industry Association Membership

We are a member of the Software and Information Industry Association (SIIA). SIIA is the principal trade association for the software and digital content industry. It recognizes companies that demonstrate software industry leadership and good corporate citizenship. SIIA Certified Software Reseller (CSR) status is awarded based on the accuracy and completeness of the record-keeping process. We are one of only four resellers with SIIA certification. There is a distinct customer advantage to our membership in the SIIA: in the event that the City of Mesa and OMNIA Partners Participating Public Agencies are audited by the SIIA, an invoice from CDW•G serves as proof of ownership.

Software Products and Solutions

An overview of our software offering includes, but is not limited to, the following:

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- Business Applications
  - Application Suites
  - Document Management
  - Reporting and Data Analytics
- Education
- Graphics and Design
- Networking and Servers
  - Data Archiving
  - Network Management
  - Storage Networking
- Operating Systems
- Communication
- Programming and Web Development
- Security
  - Authentication
  - Endpoint Security
  - Firewalls
- Utilities
- Virtualization

We are an industry leader when it comes to enabling customers to modernize their environment through the combination of speed and direction.

While contemporary technologies can be beneficial, if executed incorrectly, they can also quickly lead to overlap, confusion, and sprawl. Our team can help the City of Mesa and OMNIA Partners Participating Public Agencies leverage existing technology investments while integrating modern solutions and tools. With the help of CDW•G, the City of Mesa and OMNIA Partners Participating Public Agencies can create simplified outcomes that are easy to manage and fiscally beneficial. Our team delivers full-stack, modern infrastructure and software delivery focused on cloud native and hybrid-cloud adoption. Key practice areas include, but are not limited to, the following:

- **Advanced Infrastructure and Hybrid IT:** Consulting and delivery services for modern data center architecture, networking, servers, virtualization, and container and cloud platforms.
- **Full Stack IT Automation & Orchestration:** Consulting and delivery services in modern concepts for systems automation, infrastructure-as-code (IaC), and configuration management from physical network and servers to cloud.
- **Systems Integration & Software Engineering:** Consulting and delivery services in modern software development and delivery, web development, mobile development, distributed systems, microservices, and serverless environments.
- **DevOps:** Consulting and delivery services in DevOps, cultural assessments, organizational redesign, continuous integration/continuous deployment (CI/CD), and modern software delivery.

Personal Computer Systems

b. Personal Computer Systems: National brand name desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo, Panasonic, and Toshiba. Product will include the operating system license, software media and documentation in the hardware shipment.

CDW•G's broad array of offerings includes desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise and Middle Tier contractors. We are authorized to sell the various partners' full suites of products: Apple, Dell, Hewlett Packard (HP), IBM, Lenovo, and Panasonic, among many others.

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Desktops

Desktop computers come in all shapes and sizes and are used for tasks ranging from web browsing to high-resolution media creation, and CDW•G offers products to meet any need. We offer All-in-One computers, Mini PCs, Thin Clients, Towers, Workstations, and more. Our selection includes popular brands, including, but not limited to, HP, Dell, Lenovo, Acer, Asus, Apple, among others. Additionally, the City of Mesa and OMNIA Partners can buy desktops pre-built or parts can be purchased and assembled in the configuration of your choosing; desktops can be upgraded or customized to grow alongside your needs as a user.

Laptops & 2-in-1s

When you need the power of a desktop but lack the space, laptops are an excellent solution for mobile computing. 2-in-1 computers are another powerful portable solution because, while similar to laptops, these devices can function as tablets and benefit from the integration of touchscreen displays or drawing accessories in some models. CDW•G has a wide range of laptops and 2-in-1s computers ready to meet any of your needs, including, but not limited to, those from Acer, Dell, HP, Microsoft, Panasonic, and more.

Tablets

Sometimes, both desktops and laptops may be too large for a particular space. Tablets are versatile devices that can perform many of the same tasks as their counterparts but in an easily transportable package. When combined with peripherals such as dedicated keyboards or additional displays, tablets can further blur the line between themselves and their desktop counterparts. We offer tablets from popular brands like Apple, HP, Lenovo, Panasonic, Samsung, and more.

Success Story: Large Device Rollout for the US Census Bureau

Background

When the US Census Bureau wanted to increase security and accessibility for the last Decennial Census, the Bureau trusted CDW•G.

The Census Bureau had a short-term need for mobile devices to enable a workforce to accurately capture data about America's people and its economy. Secure and easily accessible, the ideal device would utilize satellite technology to help field workers visualize each neighborhood.

We compared manufacturers to determine which could provide the most reliable, cost-effective technology. The products that best suited the Bureau's needs and those that were recommended to the customer included the Apple iPhone and a lightweight Dell laptop with a custom case and adjustable straps.

CDW•G was responsible for acquiring the devices, provisioning and configuring them, and getting them to the Census Bureau's local offices.

Outcome

Our service model offered the solution on a subscription basis to keep costs predictable and ensure mission alignment. In addition to overall program management, CDW•G offered mobile devices and accessories, custom device configurations, equipment staging, kitting, imaging, and inventory management. Our offerings also included wireless services from

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multiple cellular carriers, nationwide deployment, user help desk and field support, secure asset management, and device decommissioning and disposition when data collection concluded. CDW•G could quickly redeploy assets if there were any personnel changes. Approximately 60,000 laptops, 350,000+ iPhones, and 25,000 iPads were issued under management.

Our state-of-the-art distribution and configuration centers provided logistical agility and flexibility while demands fluctuated. Together, we simplified the Bureau's processes and increased efficiency while remaining secure. Read more about this story here.

Standard Business and High End Workstations

c. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

d. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

CDW•G's standard business and high end workstation offering allows the City of Mesa and OMNIA Partners Participating Public Agencies to experience professional-grade performance with our selection of solutions. Our offering includes solutions designed to handle any task, including creating projects and application development.

CDW•G offers workstations with processor speeds of 1.1GHz all the way up to 5.6GHz with hard drive capacities ranging from 256 gigabytes to 8 terabytes. Brands include, but are not limited to, Apple, BOXX, Dell, HP, Lambda, Lenovo, and more.

Laptop Computers and Notebooks

e. Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

CDW•G's product portfolio includes laptop computers, 2-in-1 laptops, notebooks, port replicators, docking stations, and more from leading manufacturers, including Acer, Dell, HP, Lenovo, Microsoft, Panasonic, Samsung, and others. An overview of our offering includes, but is not limited to, the following:

Windows Laptops

We offer a wide selection of Windows-based laptops; Windows laptops have many powerful tools integrated into the operating system that are uniform across various businesses.

MacBooks

Apple products, specifically MacBooks, are among the most popular laptops globally for both students and professionals. These devices are a perfect hybrid of aesthetics and performance and have robust and powerful software that is standard in each machine. MacBooks also effortlessly pair with other Apple products, such as iPhones or Apple Watches, to maximize the performance of each device.

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Note: Only Apple is allowed to sell Apple products to K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve the City of Mesa and OMNIA Partners Participating Public Agencies.

Chromebooks

Chromebooks are excellent alternatives that function using applications hosted on the internet. This way, the cost of Chromebooks can remain affordable without sacrificing functionality. CDW•G has a large selection of devices that can meet the City of Mesa and OMNIA Partners Participating Public Agencies' diverse needs.

Ultrabooks

Ultrabooks are powerful laptops that are slim in size but feature industry-leading technology geared towards pushing performance to the absolute maximum. Ultrabooks are also an excellent choice for any design or media-based work. Their robust components allow for maximum performance in multiple locations.

Network Equipment

f. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

CDW•G's broad array of offerings includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces, and fiber channels. The class of equipment that we offer includes home office, small and medium business, and enterprise. We are authorized to resell from more than 1,100 leading manufacturers, including, but not limited to, Cisco, Dell, Juniper Networks, HP, Extreme Networks, and Netgear. CDW•G will work with the City of Mesa and OMNIA Partners Participating Public Agencies to determine the best networking equipment to meet each of your needs.

An overview of our network equipment product offering includes, but is not limited to, the following:

- Network Adapters
  - Ethernet Adapters
  - Host Bus Adapters
  - Transceiver Modules
- Network Management
  - Console & Device Servers
  - Load Balancers
  - Network Management Devices
  - Network Testing
  - Print Servers
- Network Security
  - Firewalls & VPN
- Routers
  - Wireless Routers
  - Cable & Phone Routers
  - Router Modules and Accessories
  - Data Routers
  - Security Routers
  - SD-WAN
- Switches
  - Ethernet Switches
  - Fiber Channel Switches
  - Modular Switches
- Wireless Access Points

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- Security Appliances
- Security Tokens
- Security Cameras & Surveillance
  - Proximity Cards & Readers
  - Security Cameras
  - Indoor/Outdoor
  - Enterprise
  - Mesh

Monitors

g. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

CDW•G's product portfolio offers a variety of monitor solutions, including plug-and-play compatible monitors. Should the City of Mesa or any OMNIA Partners Participating Public Agency have specific UL or OSHA requirements to meet, we will work with you to determine the best products that meet your needs, requirements, and budget.

CDW•G understands that the right computer monitor or display can make all the difference. No matter the purpose, we get that a good monitor is important to you. CDW•G offers a wide range of monitor and display types with response times of less than 2 ms and 4k resolution. Plus, we partner with all the top monitor brands, including Acer, ASUS, HP, Lenovo, LG, MSI, ViewSonic, and many more.

Computer Monitors

Computer monitors are an integral part of any setup. For design and media-specific industries, high-resolution monitors are a must and need to be paired with an adequate graphics card. Other display solutions, such as business computer monitors, are capable of standard office tasks such as word processing or web browsing. No matter what you need a display for, CDW•G has a large selection of computer monitors from industry-leading brands and manufacturers. We are committed to working with you to determine what suits your needs.

Large Format Displays

One of the most powerful tools for a modern business is the implementation of large-format displays. Everything from adaptive menus to digital signage and anything in between can quickly be displayed or adjusted on these large screens. Devices such as smart boards have changed the educational landscape and make lessons and presentations more accessible and diverse than ever before. For advertising, these displays save money and significantly reduce paper waste and the City of Mesa and OMNIA Partners Participating Public Agencies' environmental footprint.

Monitor Accessories

CDW•G experts can help the City of Mesa and OMNIA Partners Participating Public Agencies determine which accessories will work best for you and how they can improve your setup. Monitor accessories like mounts or privacy screens allow you to maximize productivity in any location. Other accessories like specific cables or adapters work to ensure any device can interface and work with any monitor.

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Projectors

In addition to a large selection of monitors and accessories, CDW•G also offers projectors. While not technically monitors, projectors are a common form of computer display that allow the City of Mesa and OMNIA Partners Participating Public Agencies obtain display sizes far more extensive than any screen. These large-size displays are perfect for video conferencing with groups, work presentations, staff meetings, or even community events in the park. We offer interactive projectors, large venue projectors, office projectors, as well as projector accessories, from leading brands such as Epson, Sony, LG, and more.

Computer and Network Products, Peripherals, Accessories, and Components

h. Computer and Network Products, Peripherals, Accessories, and Components: Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.

With a product portfolio that includes 100,000+ products, CDW•G can meet the needs of the City of Mesa and OMNIA Partners Participating Public Agencies. We are pleased to offer the items you need, including, but not limited to, RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, and more.

Our product offering for this category includes, but is not limited to, the following:

Cables

- Audio & Visual Cables
- Cable Management
  - Cable Organizers
  - Clips
  - Cable Ties
  - Desk Cable Solutions
- Cables & Connectors
  - Cable Connectors
  - Power Cables
- Ethernet Cables
  - Cat 6 Cables
  - Fiber Optic Cables
  - Network Cables
- Monitor Cables & Adapters
- USB Cables & Adapters
  - USB Adapters
  - USB Cables
  - UB Hubs

Computer Accessories

- Computer Components
  - Computer Memory
  - CPUs
  - Motherboards
- Computer Monitors
- Docking Stations & Port Replicators
- Keyboards & Mice
  - Keyboards
  - Keyboard & Mouse Bundles
  - Mice
- Laptop Accessories
  - Laptop Batteries
  - Laptop Chargers & Adapters
  - Laptop Memory
  - Carrying Cases
- Monitor Accessories
  - Monitor Cables & Adapters
  - Monitor Mounts
  - Privacy Screens

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- Tablet Accessories and Cases

Electronics

- Cameras & Video Cameras
  - Cameras
  - Drones & Accessories
  - Video Cameras
- Cell Phones & Accessories
  - Cell Phones
  - Cell Phone Cases
- Headphones
- Microphones & Audio Systems
- Phones & Phone Accessories
  - Conference & Speaker Phones
  - Landline Phones
  - VoIP Phones
- Smartwatches
- STEM & Robotics
  - Beginner to Advanced Kits
  - STEM Tools and Accessories
- TV & Video
  - Streaming Devices
  - TV Accessories
  - TVs
- Video Conferencing
  - Conference Room Cameras
  - Video Conference Systems
- Webcams

Power

- Battery Backups
  - UPS Accessories
  - UPS Battery Backups
  - UPS Battery Replacements
- Computer Accessories
  - Laptop Chargers & Adapters
  - Power Supplies
- Power Management
- Power Strips & Surge Protectors
- Racks & Enclosures
  - Air Distribution & Cooling
  - Rack Accessories
  - Racks & Cabinets

Storage & Hard Drives

- Drive Arrays
  - Duplicators
  - Flash Arrays
  - Hard Drive Arrays
- Hard Drives
  - Internal Hard Drives
  - External Hard Drives
- Storage Media
  - DVD & Blu-Rays
  - Tape Cartridges
- Storage Mounts & Enclosures
- USB Flash Drives

Information Technology/Educational Furniture

i. Information Technology/Educational Furniture: Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.

CDW•G offers Information Technology and Educational Furniture to the City of Mesa and OMNIA Partners Participating Public Agencies. We offer furniture design, delivery, and installation, along with services that are included with the OEM offering, which may include parts, maintenance, repair, and replacement. We offer a variety of information technology and educational furniture from leading manufacturers, including Varidesk and Ergotron, that can meet the needs of customers ranging from small local government to the largest university

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system. CDW•G offers IT and educational furniture, including, but not limited to, sit and stand desks, office chairs, workstations, desktop accessories, ergonomic accessories, mounting hardware, printer and scanner accessories, as well as office basics and tools, calculators, document scanners, document cameras, charging carts, and more.

Classroom Design

Whether the City of Mesa and OMNIA Partners Participating Public Agencies are creating a space that supports individual study, large group work, or putting together makerspaces for STEM/STEAM students, the possible classroom layouts and technology configurations are endless. Whatever you're trying to achieve, CDW•G can make IT happen.

In fact, CDW Blueprint to Design® is an ideal tool to help districts, schools, and teachers reimagine their classrooms and building space to maximize learning outcomes. The program was created in 2017 and helps educators navigate the addition of classroom IT products and technology, alongside stationary and modular classroom furniture, and create collaborative learning environments. Since then, more than 900 K-12 schools and universities have participated in the program.

Our Education Strategists, teamed with our CDW•G Solution Architects and Account Team, work together to help educators figure out the best classroom design for their space, ensuring space maximization aligned with the desired purpose. Since CDW•G is vendor-neutral and has an extensive product offering, we recommend the best vendor for that given classroom, school, or district.

Success Story: Rochester City School District

Background

Leaders of the Rochester City School District (RCSD) came to a few important conclusions several years ago: they needed to modernize instruction, they wanted education to be engaging and interactive, and redesigned learning spaces would be a big piece of the puzzle. Like many innovative schools, RCSD envisioned a classroom with comfortable seating, modular furniture that can suit a variety of instructional needs, and technology that includes mobile devices, Wi-Fi, and digital displays. To create the proof of concept, the district turned to CDW's Blueprint to Design.

Engagement and Solution

Early on, RCSD leaders met with CDW•G Account Managers and an Educational Strategist to discuss their objectives. The CDW•G team shared those findings with designers, who created several choices for RCSD to review, including full-color, 3D renderings. The district also wanted flexible furniture and a variety of seating for all grade levels.

District leaders were impressed with CDW•G's design work, and once they settled on a plan, they built a 25-by-24-foot modern classroom that is stylish, colorful and airy. In one configuration, two sets of curved desks are arranged in a circle, so students can work individually or in groups. RCSD also equipped the room with a cart of 30 Chromebooks, fast Wi-Fi through a Cisco Systems access point, a MakerBot Replicator 3D printer and table-level charging stations. Two 75-inch Triumph interactive flat-panel displays hang on the walls, flanked by a table and soft-cushioned, rainbow-colored stools.

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Students roam around the classroom to collaborate and problem-solve. They use Chromebooks, but they also use pencil and paper. Every desktop doubles as a dry-erase board, so students can jot notes and sketch on their desks.

Outcome

Rochester's new modern classroom has garnered rave reviews from students and teachers. The room hosts fifth graders from around the district for internet safety and digital citizenship classes. Older students use the space after school for online credit recovery.

As district leaders hoped, the classroom has inspired educators to reimagine other learning environments, including libraries and makerspaces.

Read more about how CDW•G helped RCSD design a custom learning environment here.

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EXHIBIT 4 – TRAINING CATALOG

Firms Method and Approach

Question 1. Provide a description of all services that can be provided by your firm or partners (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, staff augmentation, etc.).

For greater insight into our training courses, we have provided our 2023 Course Catalog in the remainder of this exhibit.

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2023 · Q1 EDITION

COURSE CATALOG

A guide to technical workforce development

FOCAL POINT ACADEMY
A CDW COMPANY

CDW PEOPLE WHO GET IT

2023 · Q1 EDITION

COURSE CATALOG

FOCAL POINT ACADEMY
A CDW COMPANY

CDW PEOPLE WHO GET IT

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World-class training accelerates project success.

CDW training maximizes your technology ROI.

Every techno ogy so ut on you dep oy performs better when your teams have the know edge and sk s to run them to the r fu est capac ty That s why **training is one of the smartest investments you can make to support your digital transformation, security, and enterprise technology projects.**

New enterpr se techno ogy projects requ re new sk s and **teams with relevant training on the full functionality of critical platforms achieve the strongest outcomes.**

CDW tra n ng perfect y a gns the tra n ng needs of your workforce w th the goa s of your techno ogy projects to ensure your team has the exact sk s they need to support and opt m ze your tech stack ong term

Research has shown that dedicating an extra 1.5 percent of a project's total budget to training can increase success rates by up to 30 percent.



Training elevates employee satisfaction and retention.

Tu nove hu ts n an env onment whe e find ng good wo ke s s nc eas ng y cha eng ng **it's paramount to keep your employees satisfied — and that's another reason training is essential:**

- 72% of T wo ke s a e ve y o ext eme y nte ested n t a n ng to upg ade the sk s — the h ghest pe centage of a occupat ons su veyed
- 71% of wo ke s who ecent y comp eted upsk ng ag ee t had a pos t ve mpact on job sat sfact on The job sat sfact on s 21% h ghe than wo ke s who had not pa t c pated n upsk ng
- 86% of m enn a s wou d be ess ke y to eave the cu ent pos t on f t a n ng and deve opment we e offe ed by the emp oye

Sat sfied T and secu ty emp oyees a e fa mo e ke y to stay and g ow w th you o gan zat on Re evant t a n ng he ps make t happen



Elite skills and training to achieve your security goals.

Combined strengths create your ideal partner.

Foca Po nt Academy s the ongt me eade n cybe wo kfo ce deve opment Now that Foca Po nt s pa t of CDW you T t a n ng can comb ne the st engths of these two ndust y eade s

CDW offe s pee ess expe ence n o chest at ng T p ojects and n t at ves f om sma and med um-s zed bus nesses to ente p se Comb n ng the e te Foca Po nt cu cu um w th the expe t se and depth of CDW so ut ons and se v ces g ves you teams the sk s they need to opt m ze you T nvestments and ach eve you most mpo tant outcomes

Get the quality, interactivity and flexibility your organization needs.

The cou ses sted n th s cata og a meet the same exact ng standa ds fo qua ty nte act v ty and a gnment w th today s b ggest techno ogy cha enges

- **Our courses are created and led by some of the world's best instructors,** whose sco es fo de ve y f om students ave age 4 9 out of a poss b e 5
- **Each course is designed to maximize time spent in hands-on learning,** nc ud ng ab/ ange exe c ses and deb efs too wa kth oughs and case stud es
- **Born out of some of the most demanding SOCs in the world,** CDW s p op eta y cu cu um s un que y soph st cated and pa s w th vendo techno ogy t a n ng to de ve a comp ete so ut on to you secu ty and T sk s needs
- **Our training is developed in collaboration with industry leaders** who sha e ou comm tment to tho ough ead ng-edge T t a n ng t s a ways up to date w th nst uct on spec fic to the atest ve s ons of each too

Ou cou ses a e des gned fo v tua nst uct on but they can a so be taught ve at you ocat on o at CDW s state-of-the-a t t a n ng cente n Co umb a Ma y and We ta o you wo kfo ce deve opment p og am to meet the needs of you emp oyees whe eve they a e



Tailored training for your most important projects.

CDW s the ndust y eade n t ansfo mat ve techno ogy se v ces Now CDW offe s custom zed wo kfo ce deve opment p og ams to opt m ze these a ge-sca e p ojects They de ve the exact sk s you team needs to ead suppo t and max m ze the va ue of each of these p ojects

Wh e CDW can ta o t a n ng p ans to the spec fic contou s of you p ojects many o gan zat ons have found the fo ow ng p e-bu t cou se bund es dea fo jump-sta t ng p oject success

Sample course bundles include:

Cloud Transformation

C oud t ansfo mat on offe s t emendous potent a to eshape how bus ness gets done — st eam n ng wo k oads and nc eas ng flex b ty w th comp ete sca ab ty as you offe ngs g ow But secu ty s pa amount and you c oud secu ty nvestment can be s gn ficant

Us ng AWS as an examp e th s c oud t ansfo mat on bund e w he p you C oud Secu ty A ch tects secu e y manage an AWS c oud env onment and d ve max mum va ue f om you nvestment

- AWS Techn ca Essent a s (AWS-101)
- A ch tect ng on AWS (AWS-301)
- CCSK P us - AWS (CSA-200)
- AWS Secu ty Eng nee ng (AWS-300)

Security Operations Center (SOC) Maturity

Evo v ng cybe th eats and the sk of nc eas ng y cost y b eaches have mot vated many compan es to hone the SOC sk s These ta o -made cou ses w he p you bu d a th eat-hunt ng capab ty n you SOC

- Netwo k Fo ens cs & nvest gat on (CT-301)
- Hacke Methodo og es fo Secu ty P ofess ona s (HK-300)
- Th eat Hunt ng w th Python (PY-300)

Tailored training for your most important projects.

Secure Application Development

The ea e you th nk about secu ty the mo e t be nteg ated nto you app cat ons Ou cou ses w he p jun o deve ope s suppo t you secu e app deve opment p ojects

- Secu ty Web App cat ons Ove v ew (SC-200)
- CSS P (SC-203)
- Secu e Web App Dev fecyc e - Java/JEE (SC-301)

Other project types

We offe cou ses and bund es to suppo t v tua y any p oject you may be n t at ng f you don t see you p oject type sted he e p ease contact you CDW account manage to d scuss a custom cou se p an fo you p oject

- AM Dep oyment
- Th eat Management
- DevSecOps
- Secu e nf ast uctu e Dep oyment
- Ze o T ust
- App cat on Mode n zat on
- S EM/SOAR Dep oyment
- Secu e Access Se v ce Edge (SASE)
- T and Secu ty C oss-T a n ng
- Secu ty Ope at ons Cente (SOC) Bu dout

How to use this catalog.

Find the solutions that make sense for your organization.

We offe so ut ons fo eve y s ze o gan zat on — f om s ng e seats to ente p se- eve p og am deve opment

Individual classes

Fo nd v dua ea ne s o s ng e p ojects nd v dua c asses w he p you onboa d new h es c ose mmed ate sk s gaps o p epa e you team to suppo t new y dep oyed softwa e p atfo ms o too s f om CDW

Learning packages

S mp fy you t a n ng nvestment by pu chas ng a package of c ed ts Fo most cou ses one c ed t equates to one day of t a n ng and you spend you c ed ts th oughout the yea as you needs d ctate

- St eam ne pu chases and manage t a n ng mo e eas y
- Budget and a ocate t a n ng funds w th a s ng e pu chase o de
- Ga n yea - ound access to a b oad po tfo o of cou ses techno og es and eve s
- Wo k w th CDW to ta o ea n ng p og ams to you team s needs and budget equ ements
- Make o de ng and en o ment mo e conven ent
- Adjust spend ng w th flex b ty as you needs change

ea n ng packages a e dea fo deve op ng a new capab ty ove mu t p e teams o ocat ons o jump-sta t ng a new team They can a so be used fo nd v dua cou ses fo onboa d ng c os ng sk s gaps o suppo t ng new y dep oyed softwa e p atfo ms o too s

Enterprise learning

CDW w wo k w th you to des gn o gan zat onw de t a n ng p og ams that a gn w th a ge-sca e T o outs We can he p you dep oy eg ona nat ona o even g oba t a n ng p og ams comp ete y custom zed to opt m ze you T nvestment

Demonstrate mastery with badges and certifications.

Help your teams earn meaningful badges and certifications.

Foca Po nt Academy s badges and cert ficat ons are a powerfu way of ncreas ng your emp oyees job sat sfact on **They're tangible recognition of professional accomplishments that help leaders identify and qualify cybersecurity talent.**

How the program works

Afte comp et ng a cou se o se es of cou ses emp oyees ece ve un que d g ta badges — v a C ed y — that qua fy the maste y of a sk o sk set fo a spec fic o e

Each badge g ves an emp oyee a one-c ck ea -t me v tua ep esentat on of the ach evement The bu t- n metadata va dates the c edent a and p ov des deta s on the e evant c te a sk s and (f app cab e) exp at on

These badges et nd v dua s showcase the accomp shments on ne th ough p ofess ona and soc a netwo ks such as nked n Facebook Tw tte ema s gnatu es and d g ta esumes

Badge categories

Foca Po nt s badg ng p og am s d v ded nto two key c edent a catego es

- **Role proficiency badges,** awa ded to students who have the cumu at ve sk s equ ed to fi a spec fic o e on a cybe secu ty team
- **Skills badges,** awa ded when a student maste s a spec fic capab ty th ough hands-on ea n ng exe c ses du ng one of ou cou ses



Help your teams earn college credit.

Foca Po nt Academy ssues co ege cred ts for certa n courses through our partnersh p w th Exce s or Un vers ty — an accred ted not-for-profit un vers ty that spec a zes n he p ng adu t earners advance the r careers

That s one more way CDW tra n ng he ps boost your emp oyees job sat sfact on — and bu d stronger secur ty teams



2023 COURSE CATALOG

Offensive and Defensive Cybersecurity

OFFENSIVE AND DEFENSIVE CYBERSECURITY CS 100

Cyber Risk Management Overview

A organ zat ons face cyber r sk n today s wor d Th s sem nar sty e program covers the fundamenta s profess ona s need to operate the r organ zat ons secure y embrace d srupt on safe y and commun cate cyber r sks effect ve y w th n the r organ zat ons Des gned w th profess ona s n m nd th s program d ssects the most mportant ssues n cyber r sk management and arms attendees w th the too s needed to engage n strateg c cyber r sk conversat ons

1-day course

Cha enge eve 1

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Exp ess the mpo tance of a sound cybe secu ty st ategy n atta n ng the o gan zat on s bus ness goa s
- Recogn ze a eas of vu ne ab ty w th n the o gan zat on and the th eats that seek to exp o t them
- dent fy the cybe sks to the o gan zat on and the p act ces that w m t gate and e m nate them
- P act ce effect ve pe sona cybe hyg ene

Prerequisites

Th s cou se s ntended fo execut ve- eve bus ness eade s (e g CEO CFO VPs)

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$950
ea n ng C ed ts	1

OFFENSIVE AND DEFENSIVE CYBERSECURITY CS 101

Intro to Security Analysis

Most profess ona s are aware of the mportance the r jobs p ay n secur ng an organ zat on but many are not adequate y tra ned n th s mportant funct on and may not know where to beg n Th s hands on course g ves a jumpstart nto the ana ys s of network ntrus ons comprom sed hosts and ma ware Students w earn what common attacks ook ke how to track and ana yze ma c ous act v ty and what m t gat on steps shou d be taken

2 2-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- P ofi e/base ne the hosts se v ces and act v ty n a compute netwo k
- Pe fo m use - eve att but on of unwanted act v ty n a netwo k
- Compa e obse ved netwo k t affic to expected topo ogy
- dent fy and obse ve the co e components of an ope at ng system
- Conduct bas c behav o a ana ys s of ma wa e on a unn ng W ndows system

Prerequisites

A backg ound n T

A bas c unde stand ng of TCP/ P netwo k ng

Bas c expe ence w th W ndows adm n st at on and/ o the Sys nte na s Su te

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 200

Phishing Investigation

Th s c ass teaches new secur ty ana ysts the bas cs of respond ng to ph sh ng attempts Students w start w th a pr mer n command ne bas cs and network flow concepts then earn how to reconstruct the path taken by ema s how to ana yze ema headers for secur ty ssues how to generate nd cators of comprom se from susp c ous ema s and what the effects can be from a successfu ph sh on systems and networks

3 3-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Ana yze flows of netwo k t affic
- Desc be the p otoco s and nf ast uctu e used to send and ece ve ema
- Ana yze ema messages and othe netwo k t affic fo s gns of ph sh ng
- dent fy and obse ve the co e components of an ope at ng system
- Conduct bas c behav o a ana ys s of ma wa e on a unn ng W ndows system

Prerequisites

T backg ound

A bas c unde stand ng of TCP/ P netwo k ng

Bas c expe ence w th a p otoco ana yze

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 850
ea n ng C ed ts	3

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 300

Network Forensics and Investigation I

Network Forens cs and nvest gat on teaches students to d fferent ate between norma and abnorma network traffic understand how packets flow through a network and attr bute conversat ons and act ons taken over a network segment to spec fic hosts or users Th s course focuses on research fi ter ng and comparat ve ana ys s to dent fy and attr bute d fferent types of act v ty Students w earn to fo ow conversat ons across a w de range of protoco s and through red rect on as we as how to deve op custom fi ters for non d ssected protoco s

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate a base ne of the p otoco s hosts and nte act ons n a netwo k env onment
- dent fy anoma ous netwo k t affic us ng a comb nat on of n-depth packet ana ys s and h ghe - eve stat st ca ana ys s
- Reconst uct event t me nes and accu ate y co e ate o d st ngu sh between event th eads
- dent fy and ext act netwo k a t facts fo fu the fo ens c ana ys s
- Compa e obse ved netwo k t affic to expected topo ogy
- Resea ch and ana yze unknown (non-d ssected) p otoco s
- T ack web act v ty at the use o sess on eve v a HTTP heade ana yt cs

Skills Badges and Certifications

Netwo k T affic Att but on & Reconst uct on
D ssect on and Ana ys s of Netwo k T affic



Prerequisites

F m unde stand ng of TCP/ P netwo k ng

CompT A Netwo k+
C sco CNET o s m a

Expe ence w th a packet ana yze

CompT A Secu ty+ o s m a

Capstone Exercise

A catego y-based captu e-the-flag cha enge that cu m nates n t ack ng a s mu ated SCADA nt us on

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 301

Network Forensics and Investigation II

Bu d ng on Network Forens cs and nvest gat on th s course teaches students how to use advanced too features to uncover and nvest gate comp ex mu t stage and hard to detect ntrus ons By earn ng to dent fy stat st ca patterns so ate events of nterest and accurate y corre ate or d st ngu sh between threads of act v ty students w ga n the sk s needed to perform cr t ca rea t me ana ys s n a product on env ronment The course emp oys severa traffic ana ys s too s nc ud ng W reshark Network M ner and RSA s NetW tness nvest gator a ongs de custom too s and scr pts

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy and ana yze events at a stages of the attack fecyc e
- App y th eat nte gence feeds to focus mon to ng nvest gat on and hunt act v t es
- Detect and nvest gate tunne ng botnet command & cont o t affic and othe fo ms of cove t commun cat ons be ng ut zed n a netwo k
- Emp oy finge p nt ng techn ques to detect the use of enc ypted t affic flows by ma wa e o an act ve nt ude
- Accu ate y co e ate and econst uct mu t p e stages of ma c ous act v ty n o de to bu d a comp ete p ctu e of the scope and mpact of comp ex netwo k nt us ons

Skills Badges and Certifications

Netwo k OC dent ficat on & nvest gat on
Advanced Netwo k Fo ens c Ana ys s

Prerequisites

CCNA and/o expe ence as an nc dent Hand e o s m a

Packet ana yze expe ence

Know edge of common Web App funct ona ty and a ch tectu e

Capstone Exercise

nvest gate a comp ex mu t - stage nt us on P epa e a epo t on the attack document the hacke s act v t es and deta the eaked nfo mat on

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 302

Automated Network Defense

An ntrus on Detect on/Prevent on System (DS/ PS) can automate the process of dent fy ng attacks among the thousands of connect ons on a network aught by eaders n network defense who work n the cybersecur ty ndustry th s course demonstrates how to defend arge sca e network nfrastructures by bu d ng and ma nta n ng DS/ PS and master ng advanced s gnature wr t ng techn ques W th DS and tra ned network secur ty aud tors organ zat ons have a re ab e means to pr or t ze and so ate the most cr t ca threats n rea t me

5 5-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Recogn ze the benefits and m tat ons of d ffe ent nt us on detect on system types (netwo k-based host-based and d st buted systems)
- dent fy opt ma senso p acement and gaps n cove age
- W te bas c DS s gnatu es to dent fy t affic of nte est and tune them to educe fa se pos t ves
- Use eassemb y and p e-p ocess ng eng nes to automat ca y econst uct st eams of netwo k data p o to ana ys s
- App y decod ng and othe techn ques to ove come DS evas on effo ts
- Deve op comp ex s gnatu es emp oy ng u e cha n ng event fi te ng and post-detect on ana ys s to dent fy d st buted attacks mu t -stage events and othe mo e comp ex th eats
- Use egu a exp ess ons to effect ve y detect va ab e o mo ph ng attacks
- Manage u e sets to educe edundancy and ma nta n system effic ency

Skills Badges and Certifications

DS S gnatu e C eat on and Opt m zat on
Automated Netwo k Th eat M t gat on

Prerequisites

A st ong unde stand ng of TCP/ P netwo k ng

Netwo k Fo ens cs and nvest gat on and

Capstone Exercise

dent fy and ana yze the e ements of a mu t stage nt us on Configu e and tune an DS/ PS to detect and m t gate these attacks

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY OS 300

Endpoint Live Forensics

Endpo nt L ve Forens cs teaches students how to dent fy abnorma act v ty and nvest gate a runn ng system that may have been comprom sed n th s course students w earn the most usefu commands too s and techn ques that can be emp oyed dur ng nvest gat on to revea the s gn ficant nd cators of nfi trat on as we as how to create a system base ne to be used for future ana ys s Th s course s focused pr mar y on the W ndows 10 and L nux operat ng systems

5 5-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy the co e components of the ope at ng system and a ce ta n a cu ent state us ng bu t- n o othe t usted too s
- Ana yze a unn ng system and detect abno ma behav o e at ng to ope at ng system components
- Use event og ana ys s to ve fy and co e ate the a t facts of anoma ous behav o and dete m ne the scope of an nt us on
- Bu d o mod fy Powe She sc pts to nte ogate an ope at ng system and automate epet t ve ana yt c tasks
- C eate and use a system base ne to dent fy unexpected tems such as ogue accounts o configu at on changes

Skills Badges and Certifications

ve W ndows Endpo nt Ana ys s
System & Event og Ana ys s



Prerequisites

Fam a ty w th W ndows systems and the command ne nte face

Unde stand ng of TCP/ P netwo k ng

Expe ence w th VMwa e o othe v tua zat on softwa e

Capstone Exercise

An nvest gat on scena o to emote y ana yze a netwo k of systems dent fy comp om sed mach nes and emed ate as app op ate

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY HK 300

Hacker Methodologies for the Security Professional

Th s course teaches the processes threat actors use to break nto organ zat ons networks and stea the r most sens t ve data Ut z ng Ka L nux and the Metasp o t Framework students w earn to dent fy scan and enumerate target systems corre ate serv ces to vu nerab t es and exp o ts emp oy exp o ts to ga n access to the target systems e evate pr v eges propagate through the network and cover the r tracks w th n a target network Th s course s focused pr mar y on L nux and W ndows operat ng systems

5 5-day course

4 Cha enge eve 4

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- dent fy the c asses of hackers the r mot vat ons and the methodo og es emp oyed by threat actors
- Use p b c y ava ab e too s and open-so rce nte gence techn q es to deve op a target footpr nt
- Scan and en merate targets to dent fy target operat ng systems and serv ces
- Research and everage exp o ts for v nerab e serv ces to ach eve access to target systems
- dent fy system config rat on weaknesses and v ab e pr v ege esca at on tact cs
- Ana yze exp o ted systems to dent fy and remove nd cat ons of comprom se
- mp oy system too s to exp o t add t ona targets w th n an nterna network

Skills Badges and Certifications

W ndows xp o tat on
n x xp o tat on
and & xpand



Prerequisites

Fam a w th the W ndows and nux Command ne nte face and the W ndows and nux ope at ng system components and secu ty featu es

Capstone Exercise

Red team exe c se equ ng teams to estab sh n t a access to a DMZ p vot to othe netwo k segments and et eve equested nfo mat on

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY PY 300

Threat Hunting with Python

Th s ntermed ate eve course teaches students how to use threat hunt ng hypotheses generated from contextua data or threat nte gence feeds to wr te Python scr pts that nteract w th var ous data sources and perform data ana yt cs to determ ne the va d ty of those hypotheses echn ques nc ude the use of advanced data structures act ve data gather ng us ng SCAPY and other too s scr pt ng database or S EM quer es and more Successfu students w ga n the ab ty to scr pt or automate custom threat hunt ng tasks

3 3-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Test cybe th eat hunt ng hypotheses by c eat ng Python sc pts that pe fo m data gathe ng and ana yt cs
- Use advanced data st uctu es to sto e sea ch and man pu ate data
- W te Python code to nte act w th a va ety of systems such as S EM p atfo ms and endpo nts as we as stat c data sou ces such as og fi es and t affic captu es
- mp ove the speed and effect veness of cybe th eat hunt ng act v t es th ough sc pt ng and automat on

Skills Badges and Certifications

Th eat Hunt ng w th Python

Prerequisites

nte med ate- eve p og amm ng expe ence w th Python

Successfu comp et on of Netwo k Fo ens cs and nvest gat on o compa ab e expe ence

Capstone Exercise

G ven a scena o deve op th eat hunt ng hypotheses then w te Python sc pts to gathe app op ate data pe fo m ana yt cs and p oduce output

Pricing

USD	$2 850
ea n ng C ed ts	3

OFFENSIVE AND DEFENSIVE CYBERSECURITY MA 300

Behavioral Malware Analysis

Behav ora Ma ware Ana ys s teaches students the fundamenta sk s to ana yze ma c ous software from a behav ora perspect ve Us ng system mon tor ng too s and ana yt c software th s course teaches how to observe ma ware n a contro ed env ronment to qu ck y ana yze ts ma c ous effects to the system From s mp e key oggers to mass ve botnets th s c ass covers a w de var ety of current threats w th actua samp es be ng ana yzed n the tra n ng env ronment

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy c ass fy and document ma wa e and ts capab t es
- C eate and custom ze a v tua zed ana ys s env onment
- Emp oy common too s to cha acte ze ma wa e samp es qu ck y
- dent fy obfuscat on methods used by attacke s to escape detect on

Skills Badges and Certifications

Ma wa e C ass ficat on
Behav o a Ma wa e Ana ys s



Prerequisites

Unde stand ng of W ndows Ope at ng System adm n st at on

F m unde stand ng of ope at ng system nte na s

Know edge of common ma wa e types and exp o t vecto s

Capstone Exercise

Ana yze a cu ent p ece of W ndows ma wa e and p oduce a tho ough epo t on ts capab t es system mpact and means of pe s stence

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY RE 300

Assembly for Reverse Engineers

Des gned for ma ware ana ysts and code deve opers a ke Assemb y for Reverse Eng neers w equ p students w th the know how to effect ve y read Assemb y rev ew statements understand program flow dent fy the nfluence of d fferent comp ers and reverse mach ne code back to ts h gher eve equ va ent Learn and pract ce deve opment techn ques to mprove the speed and qua ty of stat c ana ys s dur ng th s week ong ab ntens ve course

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Desc be how code execut on wo ks
- Unde stand the components of the x86 nst uct on set
- App y demonst ated ana ys s techn ques to the eve se eng nee ng of W ndows executab es
- Use DA P o s powe fu Assemb y ma kup featu es to opt m ze ana ys s
- Use stat c and dynam c ana ys s to nte p et and document p og am flow

Skills Badges and Certifications

Reve se Eng nee ng Use -Mode x86 W ndows B na es
Stat c Reve se Eng nee ng



Prerequisites

Know edge of ope at ng system nte na s

Expe ence w th C p og amm ng n a W ndows env onment

Expe ence w th VMwa e softwa e s an advantage

Capstone Exercise

A manua stack t ace exe c se and a eve se eng nee ng ass gnment to d scove and document the funct on of a g ven b na y

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY RE 400

Malware Reverse Engineering

Th s course teaches students how to perform advanced ana ys s of rea wor d ma ware samp es us ng d sassemb y and debugg ng techn ques The course a so covers data decod ng and b nary obfuscat on to bypass protect ons and perform effect ve ana ys s on hardened samp es and how to defeat ant debugg ng and other ant ana ys s techn ques We w use DA Pro D sassemb er O yDbg and x64dbg to demonstrate how to accomp sh common ana ys s tasks overcome ma ware ana ys s roadb ocks and ach eve a more comp ete understand ng of a ma c ous samp e s funct ona ty

5 5-day course

Cha enge eve 5

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use DA P o O yDbg x64dbg and othe too s to ana yze and debug ma wa e and epo t on ts capab t es
- Desc be n deta the st uctu e and funct ons of the Po tab e Executab e (PE) heade and ana yze PE heade s to a d n ma wa e cha acte zat on
- App y techn ques fo dent fy ng ana yz ng and bypass ng data obfuscat on
- Unde stand the st uctu e and use of Dynam c nked b a es (D s) and app y eve se eng nee ng sk s to D ana ys s
- dent fy and ove come a ange of ant -debugg ng and ant -ana ys s techn ques used n mode n ma wa e
- dent fy deve ope code n a comp ed b na y

Skills Badges and Certifications

Reve se Eng nee ng Use -Mode W ndows Ma wa e
Stat c Reve se Eng nee ng
Dynam c Reve se Eng nee ng



Prerequisites

Successfu comp et on of Assemb y fo Reve se Eng nee s

Unde stand ng of ope at ng system nte na s

Expe ence n C and Python p og amm ng s ecommended

Capstone Exercise

Reve se eng nee ng ass gnment to ana yze and epo t on a ea -wo d ma wa e samp e that emp oys ant -ana ys s techn ques

Pricing

USD	$5 700
ea n ng C ed ts	6

OFFENSIVE AND DEFENSIVE CYBERSECURITY RE 500

Python for Reverse Engineers

Th s course s geared toward the reverse eng neer t ntroduces a student to the Python anguage w th a focus on us ng t to acce erate automate and opt m ze reverse eng neer ng tasks The course starts w th an ntroduct on to the Python anguage a rev ew of object types and flow statements then de ves nto fi e operat ons modu es work ng w th the C ypes brary for nteract on w th W ndows operat ng systems debugg ng and DA scr pt ng

5 5-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- W te and mp ement Python sc pts used n eve se eng nee ng
- Use Python to nte act w th the W ndows ope at ng system us ng the W ndows AP
- C eate custom event hand e s to automate debugg ng tasks
- Use Python to automate tasks to debug ma wa e and epo t on ts act v t es
- Automate d sassemb y tasks us ng DAPython and othe ava ab e modu es

Prerequisites

Successfu comp et on of Ma wa e Reve se Eng nee ng

Fam a ty w th p og amm ng/sc pt ng

Expe ence w t ng o ed t ng Python sc pts

Capstone Exercise

nd v dua ab Exe c ses

Pricing

USD	$5 700
ea n ng C ed ts	6

2023 COURSE CATALOG

Cloud Implementation and Security

CLOUD IMPLEMENTATION AND SECURITY CSA 100

CCSK Foundation

The Cert ficate of C oud Secur ty Know edge (CCSK) Foundat on course starts w th the fundamenta s and ncreases n comp ex ty as t works through a 16 doma ns of the CSA Secur ty Gu dance recommendat ons from the European Un on Agency for Network & nformat on Secur ty (EN SA) and an overv ew of the C oud Contro s Matr x t covers key areas nc ud ng best pract ces for AM c oud nc dent response app cat on secur ty data encrypt on Secur ty as a Serv ce (SECaaS) secur ng emerg ng techno og es and more

2-day course

Cha enge eve 1

16 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- App y C oud Secu ty A ance Secu ty Gu dance C oud Cont o s Mat x and othe esea ch to a c oud secu ty p og am
- Eva uate how to secu e the c oud management p ane and ensu e bus ness cont nu ty fo c oud comput ng
- Compa e the effect veness of d ffe ent access cont o s and c oud enc ypt on mode s
- Deve op Secu ty as a Se v ce (SECaaS) ecommendat ons based on o gan zat ona equ ements and ega ob gat ons

Skills Badges and Certifications

The Ce t ficate of C oud Secu ty Know edge can be obta ned by pass ng the 60-quest on exam An exam vouche a ow ng two attempts s nc uded

Prerequisites

None

Capstone Exercise

CCSK Exam (Opt ona)

Pricing

USD	$1900
ea n ng C ed ts	2

CLOUD IMPLEMENTATION AND SECURITY CSA 200

CCSK Plus – AWS

The CCSK P us AWS course covers the foundat ona content from CCSK Foundat on (CSA 100) but a so nc udes hands on abs and act v t es that re nforce c assroom nstruct on and bu d app cab e sk s Students engage n a scenar o of br ng ng a fict ona organ zat on secure y nto the c oud wh ch g ves them the opportun ty to app y the r know edge by perform ng a ser es of act v t es that wou d be requ red n a rea wor d env ronment **This course covers the AWS cloud platform.**

3 3-day course

Cha enge eve 2

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

App y C oud Secu ty A ance Secu ty Gu dance C oud Cont o s Mat x and othe esea ch to a c oud secu ty p og am n AWS

Eva uate how to secu e the c oud management p ane and ensu e bus ness cont nu ty fo c oud comput ng n AWS

Compa e the effect veness of d ffe ent access cont o s and c oud enc ypt on mode s n AWS

Deve op Secu ty as a Se v ce (SECaaS) ecommendat ons based on o gan zat ona equ ements and ega ob gat ons

Skills Badges and Certifications

The Ce t ficate of C oud Secu ty Know edge can be obta ned by pass ng the 60-quest on exam An exam vouche a ow ng two attempts s nc uded

Prerequisites

None

Capstone Exercise

CCSK Exam (Opt ona)

Pricing

USD	$2 850
ea n ng C ed ts	3



CLOUD IMPLEMENTATION AND SECURITY CSA 201

CCSK Plus – Azure

The CCSK P us Azure course covers the foundat ona content from CCSK Foundat on (CSA 100) but a so nc udes hands on abs and act v t es that re nforce c assroom nstruct on and bu d app cab e sk s Students engage n a scenar o of br ng ng a fict ona organ zat on secure y nto the c oud wh ch g ves them the opportun ty to app y the r know edge by perform ng a ser es of act v t es that wou d be requ red n a rea wor d env ronment **This course covers the Azure cloud platform.**

3 3-day course

Cha enge eve 2

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- App y C oud Secu ty A ance Secu ty Gu dance C oud Cont o s Mat x and othe esea ch to a c oud secu ty p og am n Azu e
- Eva uate how to secu e the c oud management p ane and ensu e bus ness cont nu ty fo c oud comput ng n Azu e
- Compa e the effect veness of d ffe ent access cont o s and c oud enc ypt on mode s n Azu e
- Deve op Secu ty as a Se v ce (SECaaS) ecommendat ons based on o gan zat ona equ ements and ega ob gat ons

Skills Badges and Certifications

The Ce t ficate of C oud Secu ty Know edge can be obta ned by pass ng the 60-quest on exam An exam vouche a ow ng two attempts s nc uded

Prerequisites

None

Capstone Exercise

CCSK Exam (Opt ona)

Pricing

USD	$2 850
ea n ng C ed ts	3

2023 COURSE CATALOG

AppDev, Programming, Secure Coding, and DevSecOps

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 200

Securing Web Applications Overview

Th s course s geared for web deve opers and techn ca stakeho ders who need to produce secure web app cat ons and ntegrate secur ty measures nto the deve opment process Th s overv ew exp ores core concepts and cha enges n web app cat on secur ty showcas ng current rea wor d examp es that ustrate the potent a consequences of not fo ow ng these best pract ces The fina port on of th s course bu ds on the prev ous y earned mechan cs for bu d ng defenses by exp or ng how des gn and ana ys s can be used to bu d stronger app cat ons from the beg nn ng of the software fecyc e

2-day course

Cha enge eve 2

16 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use va ous too s and techn ques to dete m ne a web app cat on s ope at ona env onment and dete m ne ts vu ne ab t es
- Detect attack and mp ement defenses fo authent cat on autho zat on funct ona ty and se v ces as we as XSS and nject on attacks
- Assess the sks assoc ated w th XM p ocess ng fi e up oads and se ve -s de nte p ete s and how to best e m nate o m t gate those sks
- dent fy the st engths m tat ons and uses fo too s such as code scanne s dynam c scanne s and web app cat on fi ewa s (WAFs)
- App y techn ques and measu es that can be used to ha den web and app cat on se ve s as we as othe components n you nf ast uctu e

Prerequisites

Expe ence dep oy ng and/o suppo t ng web app cat ons

P o p og amm ng expe ence s h gh y ecommended

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 201

Exploring the OWASP Top Ten

Exp or ng the OWASP op en s a ser es of qu ck hard h tt ng sess ons that set the context for and wa ks through the OWASP vu nerab t es Each sess on prov des a so d set of nformat on for deve opers testers and other stakeho ders about understand ng dent fy ng and m t gat ng a vu nerab ty Th s course prov des an understand ng of the recent y updated OWASP op en w th usefu ns ghts d scuss ons and n many cases demonstrat ons of the app cat on vu nerab t es that are p agu ng the ndustry

2-day course

Cha enge eve 2

16 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy and desc be the mechan sm by wh ch each of the top ten vu ne ab t es s exp o ted
- Dete m ne the p eva ence of each vu ne ab ty nc ud ng cha acte st cs to focus on du ng des gn and code ev ews to he p detect potent a ssues
- Desc be the type and seve ty of potent a consequences when a successfu exp o t occu s
- D ffe ent ate the app op ate detect on m t gat on o p event on techn ques fo each potent a exp o ted vu ne ab ty
- Assess and out ne the e at ve effect veness of scanne s and othe too s n detect ng Top Ten vu ne ab t es
- Exp o e and exam ne gene c and code-spec fic efe ences that can be used n defens ve effo ts

Prerequisites

Rea -wo d p og amm ng expe ence s h gh y ecommended but not equ ed

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 300

Attacking and Securing Java/JEE Web Applications

Attack ng and Secur ng Java/JEE Web App cat ons prov des un que coverage of Java app cat on secur ty Th s course covers penetrat on test ng hunt ng for bugs n Java web app cat ons best pract ces for defens ve y cod ng web app cat ons and the OWASP op en Part c pants w be ab e to recogn ze actua and potent a software vu nerab t es and mp ement defenses for those vu nerab t es Each vu nerab ty s exam ned from a Java/JEE perspect ve by descr b ng the threat and attack mechan sms recogn z ng assoc ated vu nerab t es and des gn ng mp ement ng and test ng effect ve defenses

4-day course

Cha enge eve 4

32 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Detect and avo d common m stakes that a e made n bug hunt ng and vu ne ab ty test ng
- Exp a n concepts and te m no ogy beh nd defens ve secu e cod ng
- Configu e and test web app cat ons w th va ous attack techn ques to dete m ne the ex stence and effect veness of aye ed defenses
- dent fy and mp ement effect ve defenses aga nst vu ne ab t es assoc ated w th unt usted data XSS and nject on attacks
- Fo mu ate and emp oy techn ques and measu es to ha den web and app cat on se ve s

Prerequisites

Rea -wo d p og amm ng expe ence s h gh y ecommended

Expe ence w th and wo k ng know edge of Java and JEE

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 301

Secure Web App Development Lifecycle — Java/JEE

Th s course s geared for web deve opers and techn ca stakeho ders who need to produce secure web app cat ons by ntegrat ng secur ty measures nto the deve opment process Th s over v ew exp ores core concepts and cha enges n web app cat on secur ty showcas ng rea wor d examp es that ustrate the potent a consequences of not fo ow ng these best pract ces The fina port on exp ores how des gn and ana ys s can be used to bu d stronger app cat ons from the beg nn ng of the software fecyc e

5 5-day course

4 Cha enge eve 4

40 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy defect/bug epo t ng mechan sms w th n the o gan zat ons
- Define concepts and te m no ogy beh nd defens ve secu e cod ng nc ud ng the phases and goa s of a typ ca exp o t
- Detect attack and mp ement defenses fo vu ne ab t es assoc ated w th authent cat on and autho zat on funct ona ty and se v ces
- Ha den the web and app cat on se ve s as we as othe components n you nf ast uctu e
- Bu d ut ze and app y defens ve opt ons to an asset nvento y fo a softwa e app cat on

Prerequisites

Rea -wo d p og amm ng expe ence s h gh y ecommended but not equ ed

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 750
ea n ng C ed ts	5

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS PY 200

Intro to Python Programming

ntro to Python Programm ng s a hands on course to he p students earn the fundamenta s of wr t ng and runn ng bas c Python scr pts The course focuses on advanced features such as fi e operat ons regu ar express ons work ng w th b nary data and us ng the extens ve funct ona ty of Python modu es Emphas s s p aced on features un que to Python such as tup es array s ces and output formatt ng The course a so teaches students to automate or s mp fy common tasks w th scr pts for bas c web deve opment projects

3 3-day course

Cha enge eve 2

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate wo k ng Python sc pts fo ow ng best p act ces
- Configu e Python data types app op ate y
- Read and w te fi es w th both text and b na y data
- Sea ch and ep ace text us ng egu a exp ess ons
- Recogn ze the standa d b a y and ts wo k-sav ng modu es
- C eate ea -wo d p ofess ona Python app cat ons
- Recogn ze when to use co ect ons such as sts d ct ona es and sets
- Dete m ne Python c featu es such as comp ehens ons and te ato s
- W te obust code us ng except on hand ng

Prerequisites

Bas c fam a ty w th any p og amm ng o sc pt ng anguage

Students shou d have a wo k ng use - eve know edge of Un x/ nux Mac o W ndows

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS PY 301

Python for the Cloud – Azure

Python for the C oud w th Azure s a pract ca hands on course that eads the student from the bas cs of wr t ng and runn ng Python scr pts to the more advanced sk s requ red to wr te so d Python code to dep oy to product on Th s comprehens ve pract ca course prov des an n depth exp orat on of work ng w th the programm ng anguage and s not an academ c overv ew of syntax and grammar

5 5-day course

Cha enge eve 4

40 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Pe fo m nt oducto y eve Python fo ana yt cs w th NumPy and Pandas
- dent fy data movement e o s expectat ons and code opt m zat on
- Desc be how to pack and sh p code nto se v ces and c oud o conta ne o VM
- Effect ve y use the Azu e AP to nte act w th Azu e n Python

Prerequisites

Bas c fam a ty w th any p og amm ng o sc pt ng anguage

Wo k ng know edge of Un x/ nux Mac o W ndows

Comfo tab e us ng a command ne nte face

Capstone Exercise

eve age the sk s f om th oughout the cou se to c eate de ve and p esent (opt ona) a comp ete tested so ut on

Pricing

USD	$2 850
ea n ng C ed ts	3



2023 COURSE CATALOG

Data Science and Analytics



DATA SCIENCE AND ANALYTICS DS 100

Data Science Overview

Data Sc ence Overv ew s an ntroductory eve course that covers the concepts and techno og es nvo ved n B g Data data sc ence pred ct ve ana yt cs art fic a nte gence data m n ng and data warehous ng The course exp ores the current state of data sc ence major components of a modern data sc ence nfrastructure team ro es and respons b t es and poss b e outcomes for nvest ng n data sc ence

1-day course

Cha enge eve 1

8 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy the e ements of the Hadoop Ecosystem HDFS Resou ce Nav gato s MapReduce Spa k D st but ons
- Define data sc ence types and te ms and exp a n ET (Exchange T ansfo m oad)
- Summa ze data hand ng nc ud ng the common too s used
- dent fy the anguages b a es and f amewo ks used n the Hadoop Ecosystem nc ud ng R Python Java Sca a P g and BPMN
- App y a t fic a nte gence p nc p es n bus ness systems
- D ffe ent ate between the evo v ng o es and funct ons n data sc ence

Prerequisites

Attendees shou d have p o exposu e to ente p se nfo mat on techno ogy and be fam a w th e at ona databases

Pricing

USD	$950
ea n ng C ed ts	1



DATA SCIENCE AND ANALYTICS DS 200

R Programming for Data Science and Analytics

R Programm ng for Data Sc ence and Ana yt cs exam nes components of a stat st ca programm ng env ronment and enab es students to descr be gener c programm ng anguage concepts as they are mp emented n R The course focuses on the bas cs of stat st ca comput ng wh ch nc udes programm ng n R read ng data nto R access ng R packages wr t ng R funct ons and v sua z ng data w th R

3 3-day course

Cha enge eve 3

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy and define R p og amm ng va ab es types oops sca a s vecto s and mat ces
- Pe fo m st ng and text man pu at on n R
- dent fy and emp oy R sts and funct ons
- Use R data f ames and fi e /O
- Read data f om fi es and pe fo m data p epa at on
- Pe fo m data v sua zat on us ng a ange of p ott ng funct ons
- Use Dp y fo data exp o at on
- C eate stat st ca mode s w th R
- Use nea and og st c eg ess ons

Prerequisites

Students shou d have nte med ate- eve expe ence n the fie d and p o expe ence wo k ng w th p og amm ng anguages

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 850
ea n ng C ed ts	3



DATA SCIENCE AND ANALYTICS DS 300

Python for Data Science

Python for Data Sc ence s an ntermed ate course that covers the essent a s of us ng Python to perform exp oratory data ana ys s comp ex v sua zat ons and arge sca e d str buted process ng on B g Data n th s course students use essent a mathemat ca and stat st cs brar es such as NumPy Pandas Sc Py Sc k t Learn ensorF ow as we as v sua zat on too s ke Matp ot b P L and Seaborn

5 5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- W te and un Python code n a data sc ence context
- C eate and p ocess mages w th P
- App y and v sua ze w th Seabo n
- dent fy Key featu es of Sc Py and Sc k t- ea n
- nte act w th Spa k us ng DataF ames
- Pe fo m B g Data ana yt cs w th Spa kSQ M b and St eam ng

Prerequisites

Students must have a backg ound n bas c Python deve opment sk s

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 750
ea n ng C ed ts	5

2023 COURSE CATALOG

Amazon Web Services (AWS)

AMAZON WEB SERVICES (AWS) AWS 100

AWS Cloud Practitioner Essentials

Th s fu day course s ntended for nd v dua s who seek an overa understand ng of the AWS C oud ndependent of spec fic techn ca ro es t prov des a deta ed overv ew of c oud concepts AWS serv ces secur ty arch tecture pr c ng and support t nc udes ab exerc ses re nforc ng some of the core concepts of the ecture

1-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- D ffe ent ate between c oud comput ng and dep oyment mode s
- Desc be the AWS C oud va ue p opos t on
- Desc be the bas c g oba nf ast uctu e of the c oud
- Compa e the d ffe ent methods of nte act ng w th AWS
- Desc be and d ffe ent ate between AWS se v ce doma ns
- Desc be bas c AWS C oud a ch tectu a p nc p es
- Desc be secu ty se v ces w th the AWS c oud

Prerequisites

Gene a T techn ca know edge

Pricing

USD	$675
ea n ng C ed ts	0 75

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied C oud P act t one exam



AMAZON WEB SERVICES (AWS) AWS 101

AWS Technical Essentials

n th s course students w earn about AWS products serv ces and common so ut ons Students w earn the fundamenta s of dent fy ng AWS serv ces so that they can make nformed dec s ons about so ut ons based on bus ness requ rements

1-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate an Amazon Mach ne mage (AM) f om a unn ng nstance
- C eate a oad ba ance
- C eate a aunch configu at on and an Auto Sca ng g oup
- Automat ca y sca e new nstances w th n a p vate subnet
- C eate Amazon C oudWatch a a ms and mon to pe fo mance of you nf ast uctu e

Prerequisites

Gene a T techn ca know edge

Pricing

USD	$675
ea n ng C ed ts	0 75

AMAZON WEB SERVICES (AWS) AWS 300

Security Engineering on AWS

Th s course demonstrates how to effic ent y use AWS secur ty serv ces to stay secure n the AWS C oud The course focuses on the secur ty pract ces that AWS recommends for enhanc ng the secur ty of your data and systems n the c oud The course h gh ghts the secur ty features of AWS key serv ces nc ud ng compute storage network ng and database serv ces You w a so earn how to everage AWS serv ces and too s for automat on cont nuous mon tor ng and ogg ng and respond ng to secur ty nc dents

3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Ass m ate and eve age the AWS sha ed secu ty espons b ty mode
- A ch tect and bu d AWS app cat on nf ast uctu es that a e p otected aga nst the most common secu ty th eats
- P otect data at est and n t ans t w th enc ypt on
- App y secu ty checks and ana yses n an automated and ep oduc b e manne

Prerequisites

Wo k ng know edge of T nf ast uctu e secu ty and c oud comput ng concepts

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied Secu ty – Spec a ty exam



AMAZON WEB SERVICES (AWS) AWS 301

Architecting on AWS

Th s course covers the fundamenta s of bu d ng nfrastructure on the AWS p atform Students earn how to opt m ze the AWS C oud by understand ng how AWS serv ces fit nto c oud based so ut ons n add t on students exp ore AWS C oud best pract ces and des gn patterns for arch tect ng opt ma so ut ons on AWS and bu d a var ety of nfrastructures n gu ded hands on act v t es The course a so covers how to create fledg ng arch tectures and bu d them nto robust and adapt ve so ut ons

3 3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Make a ch tectu a dec s ons based on AWS a ch tectu a p nc p es and best p act ces
- eve age AWS se v ces to make you nf ast uctu e sca ab e e ab e and h gh y ava ab e
- eve age AWS Managed Se v ces to enab e g eate flex b ty and es ency n an nf ast uctu e
- Make an AWS-based nf ast uctu e mo e effic ent to nc ease pe fo mance and educe costs
- Use the We A ch tected F amewo k to mp ove a ch tectu es w th AWS so ut ons

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied So ut ons A ch tect – Assoc ate exam

Prerequisites

AWS C oud P act t one Essent a s

Pricing

USD	$2 025
ea n ng C ed ts	2

AMAZON WEB SERVICES (AWS) AWS 302

System Operations on AWS

Th s course teaches systems operators and anyone perform ng system operat ons funct ons how to nsta configure automate mon tor secure ma nta n and troub eshoot the serv ces networks and systems on AWS necessary to support bus ness app cat ons The course a so covers spec fic AWS features too s and best pract ces re ated to these funct ons

3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Automate esou ce dep oyment us ng AWS se v ces such as AWS C oudFo mat on and AWS Se v ce Cata og
- Use AWS se v ces to manage AWS esou ces th ough SysOps fecyc e p ocesses such as dep oyments and patches
- Use Amazon C oudWatch and assoc ated featu es such as a a ms dashboa ds and w dgets to mon to you c oud env onment
- Manage pe m ss ons and t ack act v ty n you c oud env onment us ng AWS se v ces such as AWS C oudT a and AWS Config

Prerequisites

AWS Techn ca Essent a s

P ofic ency n manag ng systems at the command ne

Bas c know edge of netwo k ng p otoco s

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied SysOps Adm n st at on – Assoc ate exam



AMAZON WEB SERVICES (AWS) AWS 303

Developing on AWS

n th s course students earn how to use the AWS SDK to deve op secure and sca ab e c oud app cat ons Students w exp ore how to nteract w th AWS us ng code and a so earn about key concepts best pract ces and troub eshoot ng t ps

3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Set up the AWS SDK and deve ope c edent a s fo Java C#/ NET Python and JavaSc pt
- nte act w th AWS se v ces and deve op so ut ons by us ng the AWS SDK
- Use AWS dent ty and Access Management (AM) fo se v ce authent cat on
- Use conta ne s n the deve opment p ocess
- eve age the C /CD p pe ne to dep oy app cat ons on AWS

Prerequisites

Expe t se n at east one h gh-eve p og amm ng anguage

Wo k ng know edge of co e AWS se v ces

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied Deve ope – Assoc ate exam



AMAZON WEB SERVICES (AWS) AWS 304

DevOps Engineering on AWS

DevOps Eng neer ng on AWS teaches students how to use the comb nat on of too s pract ces and cu tura ph osophy of DevOps to mprove an organ zat on s ab ty to deve op de ver and ma nta n app cat ons and serv ces at h gh ve oc ty on AWS Th s course focuses on Cont nuous ntegrat on (C) Cont nuous De very (CD) m croserv ces nfrastructure as code mon tor ng and ogg ng and add t ona core pr nc p es of DevOps

3 3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use AWS C oudFo mat on and AWS OpsWo ks to dep oy the nf ast uctu e necessa y to c eate deve opment test and p oduct on env onments fo a softwa e deve opment p oject
- Use AWS CodeComm t AWS CodeBu d AWS CodeP pe ne and AWS CodeSta
- mp ement seve a common cont nuous dep oyment (CD) use cases us ng AWS techno og es
- D st ngu sh between the a ay of app cat on dep oyment techno og es ava ab e on AWS nc ud ng AWS CodeDep oy AWS OpsWo ks AWS E ast c Beansta k Amazon E ast c Conta ne Se v ce (Amazon ECS) and Amazon E ast c Conta ne Reg st y (Amazon ECR)
- eve age automated test ng n d ffe ent stages of a C /CD p pe ne

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied DevOps Eng nee – P ofess ona exam



Prerequisites

Systems Ope at ons on AWS o Deve op ng on AWS

Expe ence adm n ste ng nux o W ndows systems at the command- ne eve

Pricing

USD	$2 025
ea n ng C ed ts	2

AMAZON WEB SERVICES (AWS) AWS 400

Advanced Architecting on AWS

Bu d ng on concepts ntroduced n Arch tect ng on AWS Advanced Arch tect ng on AWS s ntended for nd v dua s who are exper enced w th des gn ng sca ab e and e ast c app cat ons on the AWS p atform Th s course covers how to bu d comp ex so ut ons wh ch ncorporate data serv ces governance and secur ty on AWS and ntroduces spec a zed AWS serv ces nc ud ng AWS D rect Connect and AWS Storage Gateway to support ybr d arch tecture

3 3-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Connect on-p em ses data cente to AWS c oud
- Move a ge data f om on-p em ses data cente to AWS
- Unde stand d ffe ent a ch tectu a des gns fo sca ng
- P otect you nf ast uctu e f om DDoS attack
- Secu e you data on AWS w th enc ypt on
- Des gn p otect on of data-at- est as we as data- n-fl ght

Prerequisites

A ch tect ng on AWS

Ach eved AWS Ce t fied So ut on A ch tect – Assoc ate

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied So ut ons A ch tect – P ofess ona exam



AMAZON WEB SERVICES (AWS) AWS 403

Advanced Developing on AWS

Th s three day course covers advanced deve opment top cs such as arch tect ng for a c oud nat ve env ronment and deconstruct ng on prem ses egacy app cat ons and repackag ng them nto c oud based c oud nat ve arch tectures t a so covers how to app y the tenets of the we ve Factor App cat on methodo ogy

3-day course

Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Ana yze a mono th c app cat on a ch tectu e to dete m ne og ca o p og ammat c b eak po nts whe e the app cat on can be b oken up ac oss d ffe ent AWS se v ces
- App y Twe ve-Facto App cat on man festo concepts and steps wh e m g at ng f om a mono th c a ch tectu e
- Recommend the app op ate AWS se v ces to deve op a m c ose v ces-based c oud-nat ve app cat on
- Use the AWS AP C and SDKs to mon to and manage AWS se v ces

Prerequisites

Deve op ng on AWS p us 6 months of ea -wo d expe ence w th the concepts cove ed

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied DevOps Eng nee – P ofess ona exam





2023 COURSE CATALOG

Cisco

CISCO CBROPS

Understanding Cisco Cybersecurity Operations Fundamentals (CBROPS)

Understand ng Cybersecur ty Operat ons Fundamenta s (CBROPS) teaches the fundamenta s of network nfrastructure dev ces operat ons and vu nerab t es of ransm ss on Contro Protoco / nternet Protoco (CP/ P) Students w earn bas c secur ty concepts common network app cat on operat ons and attacks W ndows and L nux operat ng systems and the types of data used to nvest gate secur ty nc dents Fo ow ng th s course students can perform the job ro e of an assoc ate eve cybersecur ty ana yst n a secur ty operat ons center Th s course prepares students for the C sco Cert fied CyberOps Assoc ate cert fcat on

5 5-day course

Cha enge eve 2

30 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- xp a n how a SOC operates and descr be the d fferent types of serv ces that are performed from a T er-1 SOC ana yst s perspect ve
- xp a n Network Sec r ty Mon tor ng (NSM) too s that are ava ab e to the network sec r ty ana yst
- Descr be sec r ty flaws n the TCP/ P protoco and how they can be sed to attack networks and hosts
- Understand common endpo nt sec r ty techno og es
- Understand the k cha n and the d amond mode s for nc dent nvest gat ons and the se of exp o t k ts by threat actors
- dent fy reso rces for h nt ng cyberthreats
- xp a n the se of a workflow management system and a tomat on to mprove the effect veness of the SOC
- Descr be a typ ca nc dent response p an and the f nct ons of a typ ca CS RT
- xp a n the se of V R S to doc ment sec r ty nc dents n a standard format

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons C sco Cert fied CyberOps Assoc ate



Prerequisites

mp ement ng and Adm n ste ng C sco So ut ons (CCNA) cou se o equ va ent

Fam a ty w th Ethe net and TCP/ P and secu ty concepts

Know edge of the W ndows and nux

Capstone Exercise

C sco Ce t fied Cybe Ops Assoc ate exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

Introducing Cisco Unified Computing System (DCIUCS)

The ntroduc ng C sco Un fied Comput ng System (DC UCS) v1 0 s an ntroductory course that shows students how to dep oy secure operate and ma nta n the C sco Un fied Comput ng system (C sco UCS®) B Ser es b ade servers C sco UCS C Ser es and S Ser es rack servers and C sco yperF ex™ product fam y for use n data centers Students w ga n hands on pract ce on bas c C sco UCS server configurat on perform ng backup and restore act v t es and more

2-day course

Cha enge eve 2

12 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be C sco UCS server hardware and connect v ty
- Descr be the C sco yper ex Data P atform ts data wr t ng and read ng processes and data opt m zat on
- Descr be and config re C sco UCS serv ce profi es and profi e temp ates
- Descr be and mp ement nternet Sma Comp ter Systems nterface (SCS) on C sco UCS
- Descr be and mp ement C sco UCS firmware pdates and back ps

Prerequisites

Gene a know edge of se ve s out ng and sw tch ng sto age a ea netwo k ng and se ve v tua zat on

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 850
ea n ng C ed ts	3

CISCO C COR

Implementing and Operating Cisco Collaboration Core Technologies (CLCOR)

mp ement ng C sco Co aborat on Core echno og es (CLCOR) v1 0 he ps students prepare for the C sco® CCNP® Co aborat on and CC E® Co aborat on cert ficat ons and advanced eve ro es focused on the mp ementat on and operat on of C sco co aborat on so ut ons Students w ga n the know edge and sk s needed to mp ement and dep oy core co aborat on and network ng techno og es nc ud ng nfrastructure and des gn protoco s codecs and endpo nts C sco nternetwork Operat ng System (OS®) XE gateway and med a resources ca contro Qua ty of Serv ce (QoS) and add t ona C sco co aborat on app cat ons

5 5-day course

Cha enge eve 2

64 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be the C sco Co aborat on so t ons arch tect re
- Compare the P Phone s gna ng protoco s of Sess on n t at on Protoco (S P) 323 Med a Gateway Contro Protoco (MGCP) and Sk nny C ent Contro Protoco (SCCP)
- ntegrate and tro b eshoot C sco Un fied Comm n cat ons Manager w th DAP for ser synchron zat on and ser a thent cat on
- mp ement C sco Un fied Comm n cat ons Manager prov s on ng feat res and ca ng pr v eges
- mp ement and tro b eshoot med a reso rces n C sco Un fied Comm n cat ons Manager
- Ana yze traffic patterns and q a ty ss es n converged P networks s pport ng vo ce v deo and data traffic
- Define QoS and ts mode s
- Config re c ass ficat on and mark ng opt ons on C sco Cata yst® sw tches

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert ficat ons

CCNP Co aborat on

CC Co aborat on

C sco Cert fied Spec a st - Co aborat on Core

Prerequisites

Know edge of bas c te ms of compute netwo k ng

Bas cs of d g ta nte faces PSTNs and Vo P

Know edge of conve ged vo ce and data netwo ks and C sco Un fied Commun cat ons Manage

Capstone Exercise

mp ement ng C sco Co abo at on Co e Techno og es (350-801 C COR) exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DCAC

Implementing Cisco Application Centric Infrastructure (DCACI)

mp ement ng C sco App cat on Centr c nfrastructure (DCAC) v1 0 shows students how to dep oy and manage the C sco® Nexus® 9000 Ser es Sw tches n C sco App cat on Centr c nfrastructure (C sco AC ®) mode The course g ves students the know edge and sk s to configure and manage C sco Nexus 9000 Ser es Sw tches n AC mode connect the C sco AC fabr c to externa networks and serv ces and to support V rtua Mach ne Manager (VMM) ntegrat on Students w exerc se key capab t es such as fabr c d scovery po c es connect v ty and VMM ntegrat on

5 5-day course

Cha enge eve 2

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be C sco AC abr c nfrastr ct re and bas c C sco AC concepts
- Descr be C sco AC po cy mode og ca constr cts
- Descr be C sco AC bas c packet forward ng
- Descr be externa network connect v ty
- Descr be VMM ntegrat on
- Descr be ayer 4 to ayer 7 ntegrat ons
- xp a n C sco AC management feat res

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP Data Center

C sco Cert fied Spec a st – Data Center AC mp ementat on



Prerequisites

Unde stand ng of netwo k ng p otoco s out ng and sw tch ng

Fam a ty w th ethe net sw tch ng p oducts

Unde stand ng of data cente a ch tectu e

Fam a ty w th v tua zat on

Capstone Exercise

mp ement ng C sco App cat on Cent c nf ast uctu e (300-620 DCAC) exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DCAC A

Implementing Cisco Application Centric Infrastructure—Advanced

mp ement ng C sco App cat on Centr c nfrastructure Advanced (DCAC A) v1 0 shows students how to ntegrate the capab t es of the C sco® Nexus® 9000 Ser es Sw tches n C sco App cat on Centr c nfrastructure (C sco AC®) mode The course covers how to use C sco AC as a po cy dr ven so ut on that ntegrates software and hardware and how to mp ement C sco AC Mu t Pod and Mu t S te dep oyments Students w mp ement advanced AC capab t es such as Rogue Endpo nt Feature rans t Rout ng VRF Route Leak ng Contracts and Zon ng Ru es and C sco AC® Mu t S te Orchestrator

5 5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- xp a n C sco AC advanced fabr c packet forward ng
- xp a n advanced AC po cy and tenant config rat on
- Descr be C sco AC M t -Pod dep oyment
- xp a n the deta s and cons derat on of mp ement ng and ntegrat ng the trad t ona network w th C sco AC
- Descr be C sco AC Serv ce Graph Po cy-Based Red rect (PBR)
- Descr be C sco AC M t -S te dep oyment

Prerequisites

Bas c unde stand ng of C sco AC

Unde stand ng of C sco data cente a ch tectu e

Fam a ty w th v tua zat on fundamenta s

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO CCNA

Implementing and Administering Cisco Solutions (CCNA)

Through a comb nat on of ecture and hands on abs mp ement ng and Adm n ster ng C sco So ut ons (CCNA) v1 0 teaches students how to nsta operate configure and ver fy bas c Pv4 and Pv6 networks The course covers configur ng network components such as sw tches routers and w re ess LAN contro ers manag ng network dev ces and dent fy ng bas c secur ty threats The course a so prov des a foundat on n network programmab ty automat on and software defined network ng Th s course he ps students prepare to take the 200 301 C sco Cert fied Network Assoc ate (CCNA) exam

5-day course

Cha enge eve 3

30 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be the TCP/ P nternet ayer Pv4 ts address ng scheme and s bnett ng
- nsta a sw tch and perform the n t a config rat on
- dent fy and reso ve common sw tched network ss es and common prob ems assoc ated w th Pv4 address ng
- Descr be the app cat on and config rat on of nter-V AN ro t ng
- xp a n the bas cs of dynam c ro t ng protoco s and descr be components and terms of Open Shortest Path rst (OSP)
- xp a n how Spann ng Tree Protoco (STP) and Rap d Spann ng Tree Protoco (RSTP) work
- Config re nternet access s ng Dynam c ost Config rat on Protoco (D CP) c ents and exp a n and config re network address trans at on (NAT) on C sco ro ters
- Descr be the concepts of w re ess networks wh ch types of w re ess networks can be b t and how to se W re ess AN Contro ers (W Cs)
- Descr be network and dev ce arch tect res and ntrod ce v rt a zat on

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fication
Cert fied Network Assoc ate (CCNA)



Prerequisites

Bas c compute te acy

Bas c PC ope at ng system nav gat on sk s

Know edge of TCP/ P netwo k ng s ecommended

Capstone Exercise

CCNA exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO ENCOR

Implementing and Operating Cisco Enterprise Network Core Technologies (ENCOR)

The mp ement ng and Operat ng C sco Enterpr se Network Core echno og es (ENCOR) v1 0 course g ves students the know edge and sk s needed to configure troub eshoot and manage enterpr se w red and w re ess networks Students w a so earn to mp ement secur ty pr nc p es w th n an enterpr se network and how to over ay network des gn by us ng so ut ons such as SD Access and SD WAN

5 5-day course

Cha enge eve 3

64 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- strate the h erarch ca network des gn mode and arch tect re s ng the access d str b t on and core ayers
- Compare and contrast the var o s hardware and software sw tch ng mechan sms and operat on
- mp ement ng nternet connect v ty w th n enterpr se s ng stat c and dynam c Network Address Trans at on (NAT)
- Descr be how APs comm n cate w th W Cs to obta n software config rat ons and centra zed management
- Config re and ver fy xtens b e A thent cat on Protoco (AP) WebA th and Pre-shared Key (PSK) w re ess c ent a thent cat on on a W C
- xp a n the se of ava ab e network ana ys s and tro b eshoot ng too s
- Config re sec re adm n strat ve access for C sco OS dev ces
- xp a n the p rpose f nct on feat res and workflow of C sco DNA Center™ Ass rance for ntent-Based Network ng for network v s b ty proact ve mon tor ng and app cat on exper ence
- Define the components and feat res of C sco SD-WAN so t ons

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP® nterpr se
CC ® nterpr se nfrastr ct re
CC nterpr se W re ess
C sco Cert fied Spec a st – nterpr se Core

Prerequisites

Bas c unde stand ng of ente p se out ng and w e ess connect v ty Python sc pt on and ente p se AN netwo k mp ementat on

Capstone Exercise

Th s cou se he ps students p epa e fo the 350-401 mp ement ng C sco® Ente p se Netwo k Co e Techno og es (ENCOR) exam

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO SCOR

Implementing and Operating Cisco Security Core Technologies (SCOR)

n th s course students w master the sk s and techno og es needed to mp ement core C sco secur ty so ut ons to prov de advanced threat protect on Students w earn secur ty for networks c oud and content endpo nt protect on secure network access v s b ty and enforcement Students w get extens ve hands on exper ence dep oy ng C sco F repower Next Generat on F rewa and C sco ASA F rewa Students w get ntroductory pract ce on C sco Stea thwatch Enterpr se and C sco Stea thwatch C oud

5 5-day course

Cha enge eve 3

64 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- mp ement access contro on the C sco ASA app ance and C sco repower Next-Generat on rewa
- Descr be and mp ement bas c ema content sec r ty feat res and f nct ons prov ded by the C sco ma Sec r ty App ance
- Descr be C sco Umbre a sec r ty capab t es dep oyment mode s po cy management and nvest gate conso e
- Descr be C sco sec re s te-to-s te connect v ty so t ons and exp a n how to dep oy C sco OS VT -based po nt-to-po nt Psec VPNs and po nt-to-po nt Psec VPN on the C sco ASA and C sco repower NG W
- Descr be and dep oy C sco sec re remote access connect v ty so t ons and descr be how to config re802 1X and AP a thent cat on
- xam ne var o s defenses on C sco dev ces that protect the contro and management p ane
- Config re and ver fy C sco OS Software ayer 2 and ayer 3 Data P ane Contro s
- Descr be C sco Stea thwatch nterpr se and Stea thwatch C o d so t ons

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP Sec r ty

CC Sec r ty

C sco Cert fied Spec a st - Sec r ty Core

Prerequisites

mp ement ng and Adm n ste ng C sco So ut ons (CCNA) o equ va ent

Fam a ty w th Ethe net TCP/ P netwo k secu ty W ndows OS and C sco OS

Capstone Exercise

Th s cou se p epa es students fo the mp ement ng and Ope at ng C sco Secu ty Co e Techno og es (350-701 SCOR) exam

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO SCOR

Implementing and Configuring Cisco Identity Services Engine (SISE)

Th s course shows students how to dep oy and use C sco® dent ty Serv ces Eng ne (SE) v2 4 Th s hands on course prov des students w th the know edge and sk s to mp ement and use C sco SE nc ud ng po cy enforcement profi ng serv ces web authent cat on and guest access serv ces BYOD endpo nt comp ance serv ces and ACACS dev ce adm n strat on Students w earn how to use C sco SE to ga n v s b ty nto what s happen ng n the network stream ne secur ty po cy management and contr bute to operat ona effic ency

5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be C sco S dep oyments nc d ng core dep oyment components and how they nteract to create a cohes ve sec r ty arch tect re
- Descr be concepts and config re components re ated to 802 1X and MAC A thent cat on Bypass (MAB) a thent cat on dent ty management and cert ficate serv ces
- Descr be how C sco S po cy sets are sed to mp ement a thent cat on and a thor zat on
- Descr be and config re C sco S profi ng serv ces and nderstand how to mon tor these serv ces to enhance yo r s t at ona awareness abo t network-connected endpo nts Descr be best pract ces for dep oy ng th s profi er serv ce n yo r spec fic env ronment
- Descr be endpo nt comp ance comp ance components post re agents post re dep oyment and cens ng and the post re serv ce n C sco S
- Descr be and config re TACACS+ dev ce adm n strat on s ng C sco S
- M grate TACACS+ f nct ona ty from C sco Sec re Access Contro System (ACS) to C sco S

Prerequisites

Fam a ty w th the C sco OS® Softwa e command-ne nte face (C) C sco AnyConnect® Secu e Mob ty C ent M c osoft W ndows OS and 802 1X

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO SSNGFW

Securing Networks with Cisco Firepower Next-Generation Firewall (SSNGFW)

Th s course ntroduces the features of C sco F repower Threat Defense nc ud ng VPN configurat on traffic contro NA configurat on SSL decrypt on and advanced NGFW and NG PS tun ng and configurat on Students w earn how to use and configure C sco F repower Threat Defense techno ogy beg nn ng w th n t a dev ce setup and configurat on The course w then exp ore how to mp ement advanced Next Generat on F rewa (NGFW) and Next Generat on ntrus on Prevent on System (NG PS) features Students w a so earn how to configure s te to s te VPN remote access VPN and SSL decrypt on

5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be key concepts of NG PS and NG W techno ogy and the C sco repower Threat Defense system and dent fy dep oyment scenar os
- Perform n t a repower Threat Defense dev ce config rat on and set p tasks
- Descr be how to manage traffic and mp ement Q a ty of Serv ce (QoS) s ng C sco repower Threat Defense
- Perform an n t a network d scovery s ng C sco repower to dent fy hosts app cat ons and serv ces
- Descr be the behav or sage and mp ementat on proced re for access contro po c es
- Descr be C sco AMP for Networks and the proced res for mp ement ng fi e contro and Advanced Ma ware Protect on
- mp ement and manage ntr s on po c es
- Descr be and config re a remote-access SS VPN that ses C sco AnyConnect
- Descr be SS decrypt on capab t es and sage

Prerequisites

Techn ca unde stand ng of TCP/ P netwo k ng and netwo k a ch tectu e

Bas c fam a ty w th fi ewa VPN and PS concepts

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DEVASC

Developing Applications and Automating Workflows Using Cisco Core Platforms (DEVASC)

The Deve op ng App cat ons and Automat ng Workflows Us ng C sco P atforms (DEVASC) v1 0 course he ps students prepare for the C sco® DevNet Assoc ate cert ficat on and for assoc ate eve network automat on eng neer ro es Students w earn how to mp ement bas c network app cat ons us ng C sco p atforms as a base and how to mp ement automat on workflows across network secur ty co aborat on and comput ng nfrastructure The course g ves students hands on exper ence so v ng rea wor d prob ems us ng C sco App cat on Programm ng nterfaces (AP s) and modern deve opment too s

5-day course

Cha enge eve 4

48 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be the mportance of AP s and se of vers on contro too s n modern software deve opment
- Descr be TTP concepts and how they app y to network-based AP s
- App y Representat ona State Transfer (R ST) concepts to ntegrat on w th TTP-based AP s
- Descr be programmab ty feat res of d fferent C sco p atforms
- Descr be bas c network ng concepts and nterpret s mp e network topo ogy
- Descr be nteract on of app cat ons w th the network and too s sed for tro b eshoot ng ss es
- App y concepts of mode -dr ven programmab ty to a tomate common tasks w th Python scr pts
- dent fy common app cat on dep oyment mode s and components n the deve opment p pe ne
- Descr be common sec r ty concerns and types of tests and t ze conta ner zat on for oca deve opment
- Ut ze too s to a tomate nfrastr ct re thro gh scr pt ng and mode – dr ven programmab ty

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert ficat ons

C sco DevNet Assoc ate

Prerequisites

Bas c compute te acy

Bas c PC ope at ng system nav gat on sk s

Hands-on expe ence w th a p og amm ng anguage (spec fica y Python)

Capstone Exercise

DevNet Assoc ate exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DC T

Troubleshooting Cisco Data Center Infrastructure (DCIT)

The roub eshoot ng C sco Data Center nfrastructure (DC) v7 0 course shows students how to troub eshoot LAN SAN C sco Data Center Un fied Fabr c C sco Un fied Comput ng System (UCS) and C sco App cat on Centr c nfrastructure (AC) Students w earn methodo og es and too s to dent fy ssues that may occur n data center network arch tecture Students w get extens ve hands on pract ce troub eshoot ng nsta at on configurat on and nterconnect v ty ssues on C sco MDS sw tches C sco Nexus sw tches C sco Fabr c Extenders (FEXs) C sco UCS C sco AC and more

5 5-day course

Cha enge eve 4

50 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- dent fy and reso ve ss es that are re ated to V ANs and PV ANs
- port channe s and v rt a port channe s OTV and VX AN
- Tro b eshoot ro t ng protoco s s ch as OSP GRP and P M
- dent fy and reso ve bre Channe sw tch ng ss es when the C sco NX-OS Software s sed n sw tched mode and n NPV mode
- dent fy and reso ve ss es that are re ated to P and Co
- Descr be C sco UCS config rat on and tro b eshoot re ated ss es
- Descr be C sco MC too s for va dat ng performance and fac tat ng data-gather ng act v t es for C sco UCSC-Ser es server tro b eshoot ng and the tro b eshoot ng approach for hardware and firmware fa res
- Define the proper proced res for config r ng AN and SAN connect v ty avo d ng ss es w th the V C and tro b eshoot ng connect v ty ss es
- Tro b eshoot C sco UCS C-Ser es server ntegrat on w th C sco UCS Manager
- Descr be how to tro b eshoot a tomat on scr pt ng too s and programmab ty

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP Data Center

C sco Cert fied Spec a st - Data Center Operat ons



Prerequisites

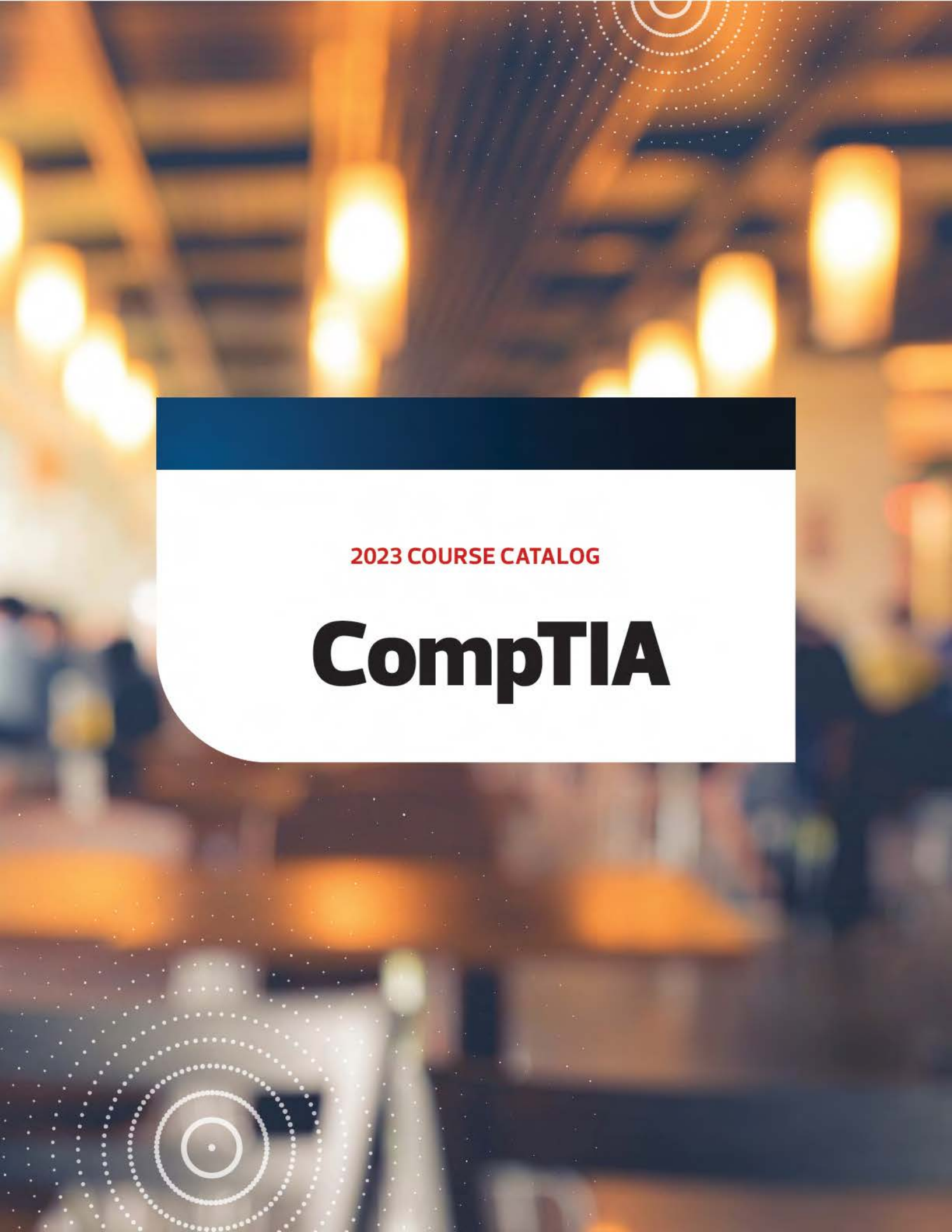
Ab ty to configu e secu e and ma nta n AN and SAN-based on C sco Nexus and MDS sw tches C sco Un fied Comput ng System and C sco AC

Capstone Exercise

Th s cou se p epa es students fo the T oub eshoot ng C sco Data Cente nf ast uctu e (300-615 DC T) exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4



2023 COURSE CATALOG

CompTIA

COMPTIA T A 201

CompTIA Security+

The Offic a Comp A Secur ty Student Gu de (SY0 601) has been deve oped for the Comp A® cert ficat on cand date Th s course prov des the know edge and sk s requ red to assess the secur ty posture of an enterpr se env ronment and recommend and mp ement appropr ate secur ty so ut ons mon tor and secure hybr d env ronments operate w th an awareness of app cab e aws and po c es and dent fy and respond to secur ty nc dents

5 5-day course

2 Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Compa e secu ty o es and cont o s
- Exp a n va ous th eat acto s vecto s and nte gence sou ces
- Compa e and cont ast types of soc a eng nee ng and ma wa e techn ques
- mp ement authent cat on and autho zat on so ut ons dent ty and account management cont o s secu e netwo k des gns and netwo k secu ty app ances
- D ffe ent ate sk management concepts
- Dete m ne the mpo tance of cybe secu ty es ence and phys ca secu ty cont o s

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the fo ow ng ce t ficat ons CompT A Secu ty+



Prerequisites

Bas c W ndows use sk s and an unde stand ng of compute and netwo k ng concepts

Expe ence n netwo k ng nc ud ng configu ng secu ty pa amete s

Capstone Exercise

CompT A Secu ty+ exam (opt ona) Exam vouche nc uded

Pricing

USD	$2 850
ea n ng C ed ts	3

COMPTIA T A 300

CompTIA Advanced Security Practitioner (CASP+)

Comp A® Advanced Secur ty Pract t oner (CASP) a ows app cat on of cr t ca th nk ng and judgment across a broad spectrum of secur ty d sc p nes t proposes and mp ements susta nab e secur ty so ut ons that map to organ zat ona strateg es and trans ate bus ness needs nto secur ty requ rements t supports governance r sk management secur ty arch tecture nc dent response and more Th s course prov des the nformat on and act v t es to deve op that needed sk set to confident y perform as an advanced secur ty pract t oner

5 5-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Suppo t T gove nance n the ente p se w th an emphas s on manag ng sk
- Secu e the ente p se th ough esea ch and ana ys s
- nteg ate advanced authent cat on and autho zat on techn ques
- mp ement secu ty cont o s fo hosts and mob e dev ce as we as the netwo k secu ty
- Exam ne secu ty n the systems and softwa e deve opment fecyc e
- nteg ate hosts sto age netwo ks app cat ons v tua env onments and c oud techno og es n a secu e ente p se a ch tectu e

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the fo ow ng ce t ficat ons CompT A CASP+

Prerequisites

Foundat ona know edge of dent ty and access management (AM) c yptog aphy compute netwo k ng and common secu ty techno og es used to safegua d the ente p se

Capstone Exercise

CompT A CASP+ exam (opt ona) Exam vouche nc uded

Pricing

USD	$3 800
ea n ng C ed ts	4

COMPTIA T A 301

CompTIA Cyber Security Analyst (CySA+)

Comp A Cyber Secur ty Ana yst (CySA) covers the dut es of cybersecur ty ana ysts who are respons b e for mon tor ng and detect ng secur ty nc dents and for execut ng a proper response to such nc dents The course ntroduces too s and tact cs to manage cybersecur ty r sks dent fy var ous types of common threats eva uate the organ zat on s secur ty co ect and ana yze cybersecur ty nte gence and hand e nc dents as they occur U t mate y the course promotes a comprehens ve approach to secur ty a med toward those on the front nes of defense

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Assess nfo mat on secu ty sk n comput ng and netwo k env onments
- Exam ne econna ssance th eats to comput ng and netwo k env onments
- nvest gate attacks and ana yze post-attack on comput ng and netwo k env onments
- mp ement a vu ne ab ty management p og am
- Assess data co ected f om secu ty and event ogs and pe fo m act ve ana ys s on assets and netwo ks and espond and nvest gate cybe secu ty nc dents

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the fo ow ng ce t ficat ons CompT A CySA+

Prerequisites

T backg ound

A bas c unde stand ng of TCP/ P netwo k ng

Bas c expe ence w th a p otoco ana yze

Capstone Exercise

CompT A CySA+ exam (opt ona) Exam vouche nc uded

Pricing

USD	$3 800
ea n ng C ed ts	4



2023 COURSE CATALOG

EC-Council

EC-COUNCIL ECC 200

EC-Council Certified Network Defender (CND)

Cert fied Network Defender (CND) s des gned to he p profess ona s p ay an act ve ro e n protect ng d g ta bus ness assets Th s course equ ps students to detect and respond to cyberthreats wh e everag ng threat nte gence to pred ct them Th s course s des gned to he p organ zat ons create and dep oy comprehens ve network defense systems The program prepares network adm n strators to dent fy what areas need to be rev ewed and tested for secur ty vu nerab t es and how to reduce prevent and m t gate r sks n the network

5-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Recogn ze netwo k secu ty management po c es and p ocedu es
- App y data secu ty techn ques
- Dep oy sk assessment too s
- Recogn ze the nd cato s of comp om se attack and exposu es (oC oA oE)
- Estab sh netwo k authent cat on autho zat on and account ng (AAA)

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the CND ce t ficat on exam

Prerequisites

Bas c netwo k and host ope at ons know edge

Expe ence commensu ate w th one to five yea s of netwo k host o app cat on adm n st at on

Capstone Exercise

CND exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

EC-COUNCIL ECC 201

EC-Council Certified Ethical Hacker (CEH)

The Cert fied Eth ca acker (CE) prov des an n depth understand ng of eth ca hack ng phases var ous attack vectors and prevent ve countermeasures t teaches students how hackers th nk and act so that they are better pos t oned to set up secur ty nfrastructure and defend aga nst future attacks CE s very hands on and systemat ca y wa ks across every eth ca hack ng doma n and methodo ogy equ pp ng students w th the know edge and sk s needed to perform the job of an eth ca hacker

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Demonst ate an unde stand ng of attack vecto s
- Emp oy the app op ate too s and techn ques to effect ve y find exp o t ga n access and p vot on/th ough ta get hosts and netwo ks
- Conduct a va ety of web se ve and web app cat on attacks nc ud ng d ecto y t ave sa pa amete tampe ng XSS etc
- Pe fo m SQ nject on attacks and va ous types of c yptog aphy attacks
- mp ement a vu ne ab ty ana ys s to dent fy secu ty oopho es n a ta get o gan zat on s netwo k commun cat on nf ast uctu e end systems etc

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the CEH ce t ficat on exam

Prerequisites

M n mum two yea s of T secu ty expe ence

A st ong wo k ng know edge of TCP/ P

Secu ty+ P ep Cou se s h gh y ecommended

Capstone Exercise

CEH exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

EC-COUNCIL ECC 202

EC-Council Computer Hacking Forensic Investigator (CHFI)

The Computer ack ng Forens c nvest gator (C F) course covers major forens c nvest gat on scenar os t prov des a hands on exper ence for the forens c nvest gat on techn ques and standard too s necessary to successfu y carry out a computer forens c nvest gat on Th s course he ps students to exce n d g ta ev dence acqu s t on hand ng and ana ys s n a forens ca y sound manner Acceptab e n a court of aw these sk s w ead to successfu prosecut ons n var ous types of secur ty nc dents such as data breaches corporate esp onage ns der threats and other cases nvo v ng computer systems

5 5-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Exp a n the compute fo ens c nvest gat on p ocess and the va ous ega ssues nvo ved
- Pe fo m ev dence sea ch ng se z ng and acqu s t on methodo og es n a ega y and fo ens ca y sound manne
- Co ect data us ng fo ens c techno ogy methods n acco dance w th ev dence hand ng p ocedu es
- D ffe ent ate between the types of d g ta ev dence u es of ev dence d g ta ev dence exam nat on p ocess and e ect on c c me and d g ta ev dence cons de at on by c me catego y

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the CHF ce t ficat on exam

EC-Council CERTIFIED C|HFI

Prerequisites

None

Capstone Exercise

CHF exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4



2023 COURSE CATALOG

(ISC)²

(ISC)² SC 200

Certified Information Systems Security Professional (CISSP)

(SC)² s Cert fied nformat on Systems Secur ty Profess ona (C SSP) course s a comprehens ve rev ew of nformat on secur ty concepts and ndustry best pract ces Th s course covers the e ght doma ns of the offic a C SSP CBK (Common Body of Know edge) Students w ga n know edge n nformat on secur ty that w ncrease the r ab ty to successfu y mp ement and manage secur ty programs n any organ zat on or government ent ty

5 5-day course

2 Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- App y concepts of confident a ty nteg ty ava ab ty and secu ty gove nance p nc p es and comp ance
- A gn ove a o gan zat ona ope at ona goa s w th secu ty funct ons and mp ementat ons
- App y app op ate secu ty cont o s and counte measu es to opt m ze an o gan zat on s ope at on funct on and capac ty wh e m t gat ng sk
- Assess nfo mat on systems sks to an o gan zat on s ope at ona endeavo s

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the C SSP exam

CISSP

Prerequisites

C SSP cand dates must meet spec fic equ ements as estab shed by (SC)²

Capstone Exercise

C SSP exam (opt ona)

Pricing

USD	$2 850
ea n ng C ed ts	3



2023 COURSE CATALOG

Palo Alto Networks

PALO ALTO NETWORKS EDU 210

Firewall Essentials: Configuration and Management

F rewa Essent a s Configurat on and Management s a five day nstructor ed course that w enhance students understand ng of how to configure and manage Pa o A to Networks Next Generat on F rewa s The course nc udes hands on exper ence configur ng manag ng and mon tor ng a firewa n a ab env ronment

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Configu e and manage the essent a featu es of Pa o A to Netwo ks Next-Gene at on F ewa s
- Configu e and manage Secu ty and NAT po c es to enab e app oved t affic to and f om zones
- Configu e and manage Th eat P event on st ateg es to b ock t affic f om known and unknown P add esses doma ns and UR s
- Mon to netwo k t affic us ng the nte act ve web nte face and fi ewa epo ts

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the PCNSA ce t ficat on exam

paloalto PCNSA

Prerequisites

Bas c fam a ty w th common netwo k ng and secu ty concepts

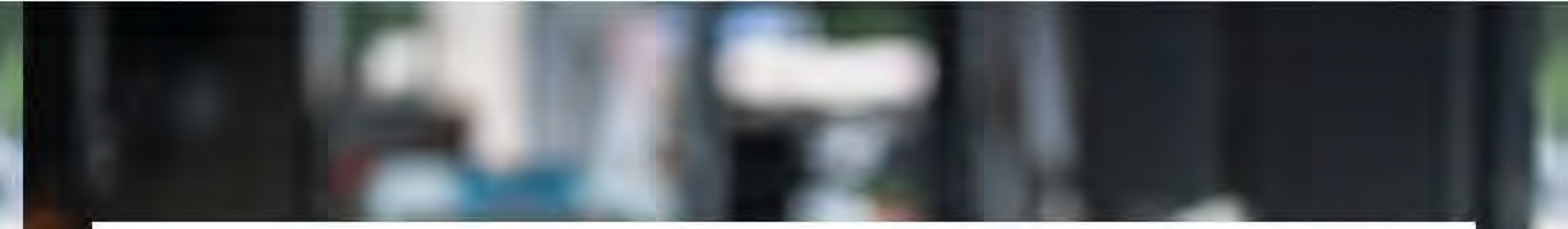
Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$5 000
PAN TC*	50

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 220

Panorama: Managing Firewalls at Scale

Pa o A to Panorama Manag ng F rewa s at Sca e s a two day nstructor ed course that he ps students ga n n depth know edge about how to configure and manage a Pa o A to Networks Panorama management server Adm n strators that comp ete th s course w become fam ar w th the Panorama management server s ro e n manag ng and secur ng the overa network Students w be shown how to use Panorama aggregated report ng to get a ho st c v ew of a network of Pa o A to Networks Next Generat on F rewa s

2 2-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- ea n how to configu e and manage the next-gene at on Pano ama management se ve
- Ga n expe ence configu ng temp ates (nc ud ng temp ate va ab es) and dev ce g oups
- Ga n expe ence w th adm n st at on og co ect on and ogg ng and epo t ng
- Become fam a w th p ann ng and des gn cons de at ons fo Pano ama dep oyment

Prerequisites

Comp et on of F ewa Essent a s Configu at on and Management (EDU-210)

Bas c know edge of netwo k ng concepts

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 000
PAN TC*	20

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 330

Firewall: Troubleshooting

F rewa roub eshoot ng s a three day nstructor ed course that w enhance students understand ng of how to troub eshoot the configurat on and operat on of the fu ne of Pa o A to Networks Next Generat on F rewa s Comp et on of th s c ass w he p students deve op an n depth know edge of how to troub eshoot v s b ty and contro over app cat ons users and content

3 3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use fi ewa too s nc ud ng the C to nvest gate netwo k ng ssues
- Fo ow p oven t oub eshoot ng methodo og es that a e spec fic to nd v dua featu es
- Ana yze advanced ogs to eso ve va ous ea - fe scena os
- So ve advanced scena o-based cha enges

Prerequisites

Comp et on of F ewa Essent a s Configu at on and Management (EDU-210)

St ong p act ca know edge of netwo k secu ty concepts

S x months of on-the-job expe ence w th Pa o A to Netwo ks fi ewa s

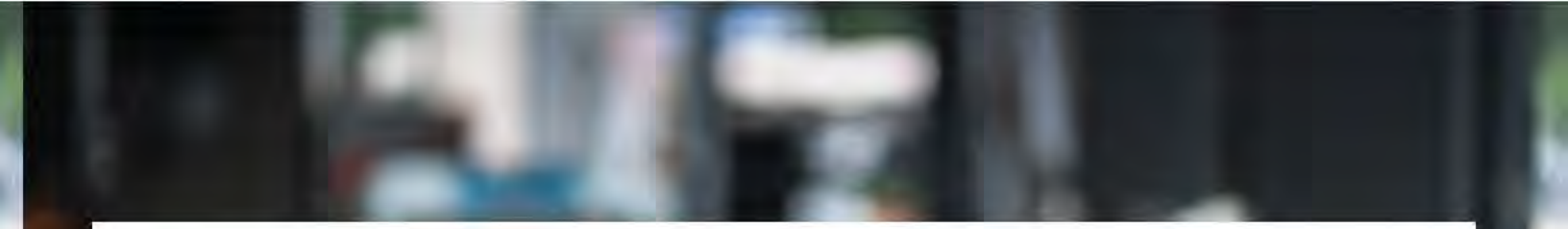
Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 000
PAN TC*	30

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 238

Prisma SD-WAN: Design and Operation

The Pa o A to Networks Pr sma SD WAN Des gn and Operat on course descr bes the next generat on Pr sma SD WAN so ut on ts capab ty and the va ue t prov des over egacy WAN and SD WAN mp ementat ons The five day nstructor ed course a so covers how to configure operate and troub eshoot the so ut on Th s course s ntended for peop e who must configure ma nta n and use w de area networks from data centers to branches to the c oud

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Enhance you unde stand ng of how to des gn mp ement and effect ve y ope ate a P sma SD-WAN so ut on
- Configu e P sma SD-WAN w th a b anch and data cente
- Configu e and mp ement po c es
- Use P sma SD-WAN se v ces

Prerequisites

1+ yea of netwo k ng expe ence

Fam a ty w th mon to ng too s ke veAct on and Sp unk

Expe ence w th DNS DHCP and P Management Too s

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$5 000
PAN TC*	50

*Pa o A o Ne work ra n ng Cred are purcha ed hough Pa o A o Ne work and can be redeemed for CDW cour e

PALO ALTO NETWORKS EDU 318

Prisma Access SASE Security: Design and Operation

Pa o A to Networks Pr sma Access SASE Secur ty Des gn and Operat on s a four day nstructor ed course that w he p students enhance the r understand ng of how to better protect app cat ons remote networks and mob e users us ng Pr sma Access Secure Access Serv ce Edge (SASE) mp ementat on Students w get hands on exper ence configur ng manag ng and troub eshoot ng Pr sma Access n a ab env ronment

4 4-day course

Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- ea n how to use P sma Access SASE Secu ty to bette p otect you app cat ons emote netwo ks and mob e use s
- Ga n hands-on expe ence configu ng manag ng and t oub eshoot ng P sma Access n a ab env onment

Prerequisites

Comp et on of F ewa Essent a s Configu at on and Management (EDU-210) and Pano ama Manag ng F ewa s at Sca e cou se (EDU-220) o have equ va ent expe ence

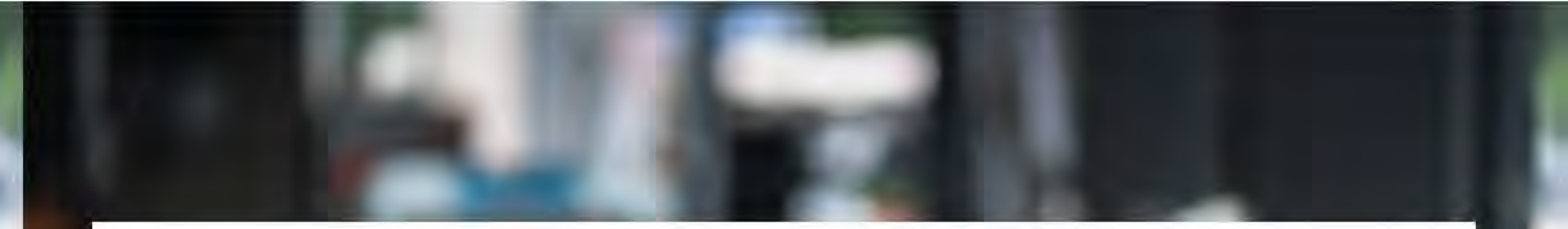
Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 000
PAN TC*	40

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 260

Cortex XDR: Prevention and Deployment

The Pa o A to Networks Cortex XDR Prevent on and Dep oyment course he ps students ga n n depth know edge about how to configure and manage a Pa o A to Networks Panorama management server Adm n strators who comp ete th s course shou d become fam ar w th the Panorama management server s ro e n manag ng and secur ng the overa network Network profess ona s w be shown how to use Panorama aggregated report ng to prov de themse ves w th a ho st c v ew of a network of Pa o A to Networks Next Generat on F rewa s

3 3-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Desc be the a ch tectu e and components of the Co tex XDR fam y
- Wo k w th the Co tex XDR management conso e
- C eate Co tex XDR agent nsta at on packages endpo nt g oups and po c es
- C eate and manage exp o t and ma wa e p event on p ofi es
- nvest gate a e ts and p o t ze them us ng sta ng and exc us on po c es
- Unde stand Co tex XDR dep oyment concepts and act vat on equ ements
- Pe fo m and t ack esponse act ons n the Act on Cente

Prerequisites

Fam a ty w th bas c netwo k ng concepts

Recommended comp et on of F ewa Essent a s Configu at on and Management (EDU-210)

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 000
PAN TC*	30

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 262

Cortex XDR: Investigation and Response

Pa o A to Networks Cortex XDR nvest gat on and Response s a two day nstructor ed course that teaches students how to use the nc dents pages of the Cortex XDR management conso e to nvest gate attacks t exp a ns causa ty cha ns detectors n the Ana yt cs Eng ne a erts versus ogs og st tch ng and the concepts of causa ty and ana yt cs

2 2-day course

Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate and manage on-demand and schedu ed sea ch que es n the Que y Cente
- D ffe ent ate the a ch tectu e and components of Co tex XDR and ea n to nvest gate and manage nc dents
- Wo k w th Co tex XDR P o act ons such as emote sc pt execut on
- C eate and manage the Co tex XDR u es B OC and OC
- Wo k w th Co tex XDR assets and nvento es
- W te XQ que es to sea ch data sets and v sua ze the esu t sets

Prerequisites

Comp et on of Co tex XDR P event on and Dep oyment (EDU-260)

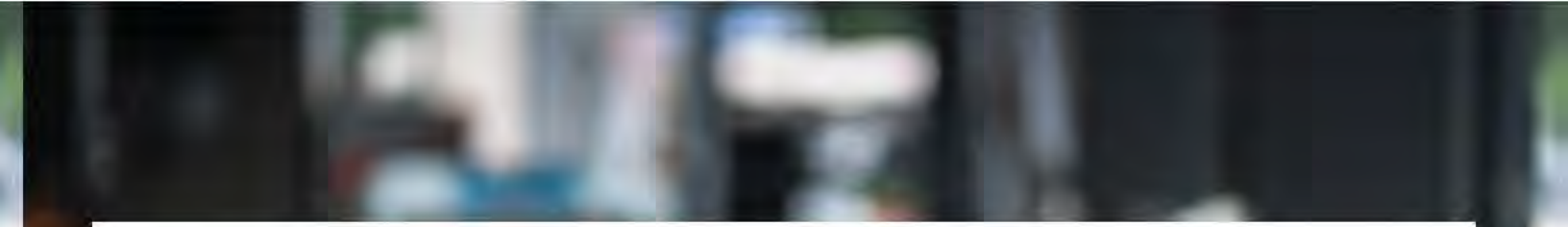
Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 000
PAN TC*	20

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 380

Cortex XSOAR: Automation and Orchestration

Pa o A to Networks Cortex XSOAR Automat on and Orchestrat on s a four day nstructor ed course that enab es a SOC CER CS R or SOAR eng neer to start work ng w th Cortex XSOAR ntegrat ons p aybooks nc dent page ayouts and other system features to fac tate resource orchestrat on process automat on case management and ana yst workflow

4 4-day course

5 Cha enge eve 5

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Configu e nteg at ons c eate tasks and deve op p aybooks
- Bu d nc dent ayouts that enab e ana ysts to t age and nvest gate nc dents effic ent y
- dent fy how to catego ze event nfo mat on and map that nfo mat on to d sp ay fie ds
- Deve op automat ons manage content nd cato data and a t fact sto es schedu e jobs o gan ze use s and use o es ove see case management and foste co abo at on

Prerequisites

Comp et on of the Co tex XSOAR Ana yst d g ta ea n ng

Python and JavaSc pt know edge s usefu but not equ ed

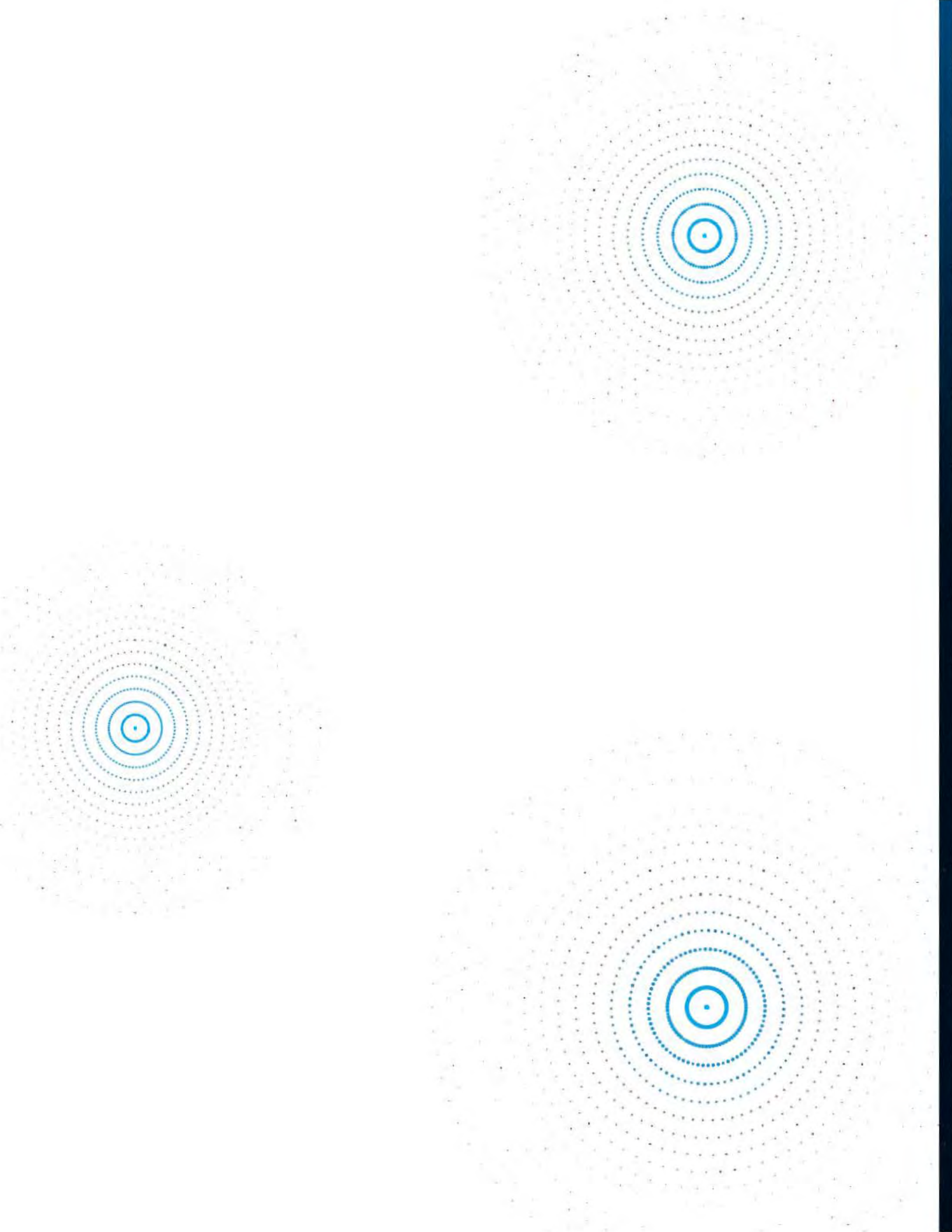
Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 000
PAN TC*	40

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e





FOCAL POINT

ACADEMY

A CDW COMPANY

Focal Point Data Risk® is a registered trademark of Focal Point Data Risk, LLC.

EXHIBIT 5 – RETURN POLICY

Firms Method and Approach

Question 13.e. State any return and restocking policy, and any fees, if applicable associated with returns.

The following 3 pages contain CDW's full return policy.

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CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.

- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).

- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

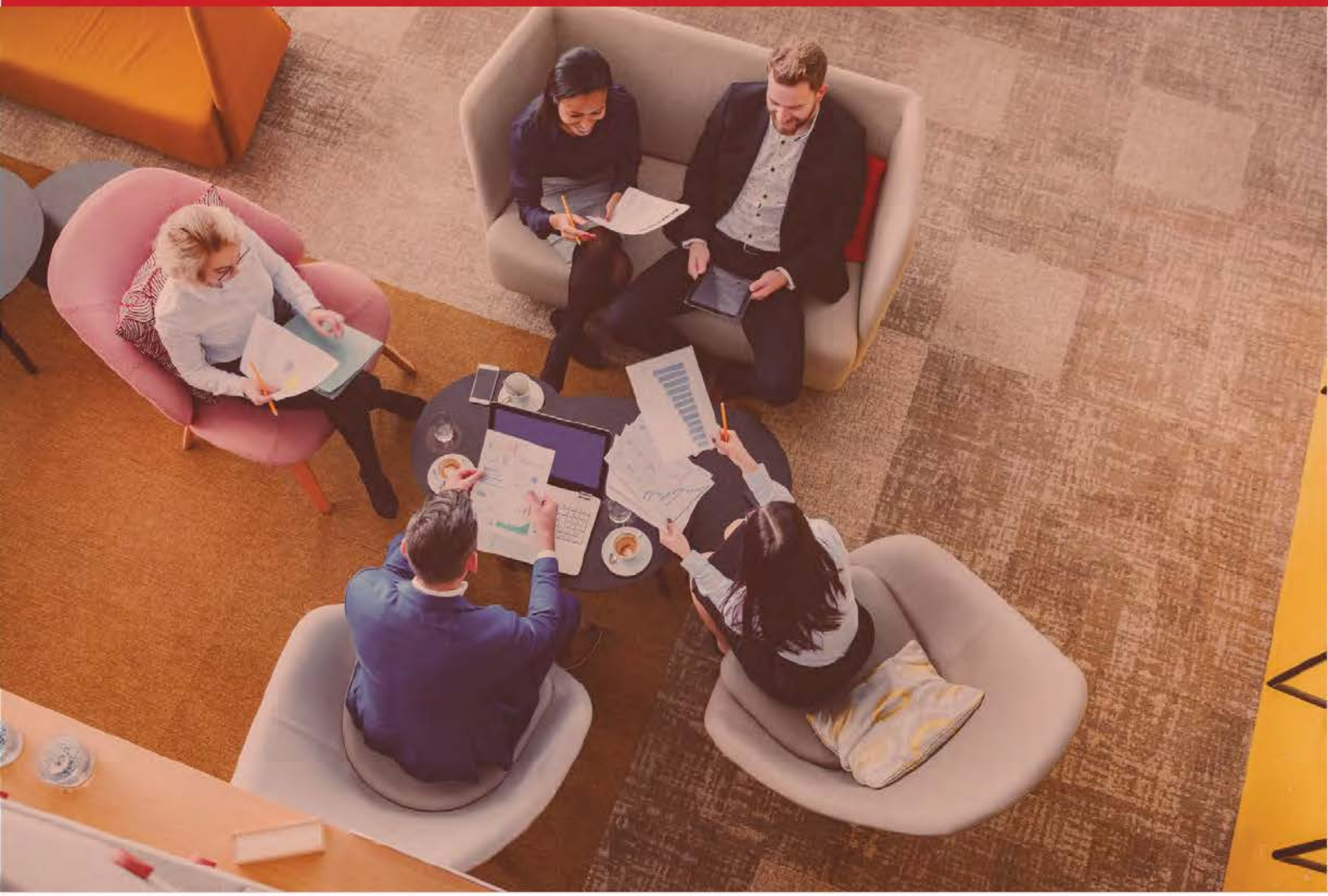
2. Customer Shipment of Returned Merchandise.

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.

- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.

- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.

- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.



TAB E
PRICE INFORMATION

PRICE INFORMATION QUESTIONS

Price Information completed and included. Should be saved as Excel and PDF.

Pricing information is provided below.

National Discount Off List Price

A. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies.

CDW•G is pleased to offer the City of Mesa and OMNIA Partners Participating Public Agencies a discount off CDW•G Nationally Advertised Pricing (NAP) structure for all Products in Attachment A. The percentages represent the minimum discounts the City of Mesa and OMNIA Partners Participating Public Agencies will benefit from for the duration of the contract. On a case-by-case basis and for large rollouts/projects, CDW•G will work with OMNIA Partners Participating Public Agencies to provide deeper discounts.

The benefit of using CDW•G's NAP is that it is a publicly available (24/7) and verifiable price schedule, and you can feel confident that its pricing is both up-to-date and competitive.

We have continued to see the technology solutions evolve and OMNIA Partners Participating Public Agencies' diverse needs change. Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based offerings, SaaS, IaaS, PaaS, among others. CDW•G's pricing is based on Discount 0% off MSRP where available to CDW•G. In cases where MSRP pricing is not available and/or the offering is unique, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable the City of Mesa and OMNIA Partners Participating Public Agencies to make purchases of offerings, as cloud offerings evolve, through the life of our contract.

For Services under group 11, we have included rate cards with hourly rates. For group 12 and other specialized offerings not specifically contemplated in this RFP but existing under the scope of Technology offerings, CDW•G and OMNIA Partners Participating Public Agencies will mutually agree upon/execute document, such as a Statement of Work (SOW), and pricing will be based on CDW•G invoice.

Prices include lowest ground freight within the 48 contiguous United States when referencing this Agreement. All orders are subject to CDW•G's standard shipping policies in effect at the time of order placement. In those instances that call for express or overnight delivery, shipping costs will be pre-paid by CDW•G and added to the customer invoice.

Our offer is based on our response submitted on December 20, 2023, to the exceptions outlined in Exhibit A, Response for National Cooperative Contract and Exhibit B, Administration Agreement, Example.

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Catalog or Index

B. Describe the catalog or index that discounts will be taken.

CDW•G publishes, maintains, and provides access to NAP at www.cdwg.com available 24/7. The single most important parameter in a price model is the reference point from which discounts are calculated.

Competitive Price Analysis

The City and OMNIA Partners Participating Public Agencies can trust that the pricing is competitive with other large-scale contracts. As stated above, by tying your pricing to the CDW•G's NAP reference point, we ensure real-time market-based competitive pricing for purchases over the life of the agreement. To ensure our competitiveness, CDW•G monitors competitive pricing, market trends, supply chain forecasts, and a holistic view of the IT marketplace to ensure our NAP pricing benefits the City of Mesa and OMNIA Partners Participating Public Agencies. CDW•G's proprietary technologies along with dedicated pricing experts ensure CDW•G's NAP pricing is adjusted to be price competitive.

Manufacturer Pricing

C. Describe any special manufacturer pricing available to Participating Agencies.

CDW•G's catalog offers access to all manufacturers. As a $25 billion solution provider, we have strong partnerships with the largest and most innovative manufacturers. This ensures our NAP pricing for all the manufacturers is inclusive of our economies of scale, relationship, and position in the marketplace. For specific scenarios, such as large volume purchases/projects, CDW•G will work with the manufacturers to secure deeper discounts. Analyzing the purchase history of the City of Mesa and OMNIA Partners Participating Public Agencies, we are confident in our ability to continue to work with your preferred manufacturers to provide a competitive offering through the life of the contract.

Special/Large Order Pricing

D. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.

CDW•G has worked with numerous OMNIA Partners Participating Public Agencies during the current contract to obtain deeper discounts and account for budget constraints. In addition, we take advantage of manufacturer promotions, and volume purchases to provide maximum benefit to the City of Mesa and the OMNIA Partners Participating Public Agencies.

Additional Discounts

E. Describe any products offered by Supplier that are not captured in the pricing matrix below. Describe how Supplier proposes to price those items.

As technology offerings are constantly evolving, and becoming increasingly complex, specialized requirements not contemplated under this RFP, will be identified in a Statement of Work or similar document(s) and mutually agreed/executed between CDW•G and OMNIA Partners Participating Public Agencies. The pricing will be determined based on CDW•G invoiced price.

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STATEMENT OF WORK SAMPLE

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW in the following 3 pages.

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STATEMENT OF WORK

Project Name:		**Seller Representative:**
Customer Name:		
CDW Affiliate:		
		Sol n Arch ct:
SOW Created Date:		
Version:		**Drafted By**

This statement of work ("**Statement of Work**" or "**SOW**") is mad nd enter into on last dat at this SOW is fully executed as set forth below ("**SOW Effective Date**") by and b een the und igned, [CDW A liate] ("**Provider**," and "**Seller**,") and [Customer Name] ("**Customer**," and "**Client**

This SOW shall be governed by that certain [Govern Agreemen] between [CDW Affiliate] and [Customer Name], dated [Governing Agreement Date] (the "**Agr em nt**"). If the is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly am nd in this SO y specific reference to the Agreement. References in the Agreement to a SOW or a Work Orde pply this SOW

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPON BIL IES AND ASS MPTIONS

- Customer is respon ble for pro ll access that is reasonably necessary to assist and accommodate Seller's performance of the vices
- Cust r will provid vance and in writing, and Seller will follow, all applicable Customer's facility's safety nd security rules and p cedures.
- Customer is responsible security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipmen n sole as a result of Seller's gross negligence and willful misconduct.
- Thi W can be t minated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERS NS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller nerally in the rm provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scop d will be ad ssed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Ord nd those set fo in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully exe d Chan Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will to her deve timelin for an an pated schedule ("**Anticipated Schedule**") based on Seller's project manageme methodology Any dates, dl s, timelines or schedules contained in the Anticipated Schedule, in this SOW or other e, are estimate nly, and the P ties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees** nclude bo es for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in th Expe s section (**Expenses**").

SERVICES FEES

EXPENSES

CUSTOMER DESI NATE LOCATI NS

Seller will provide Services nefiting loc specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJE T S ECIFIC T RMS

SAMPLE

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[CDW Affiliate Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

[Affiliate Address line 1]

[Affiliate Address line 2]

[Customer Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Addre

eet:_____

City/ST/ZI _____

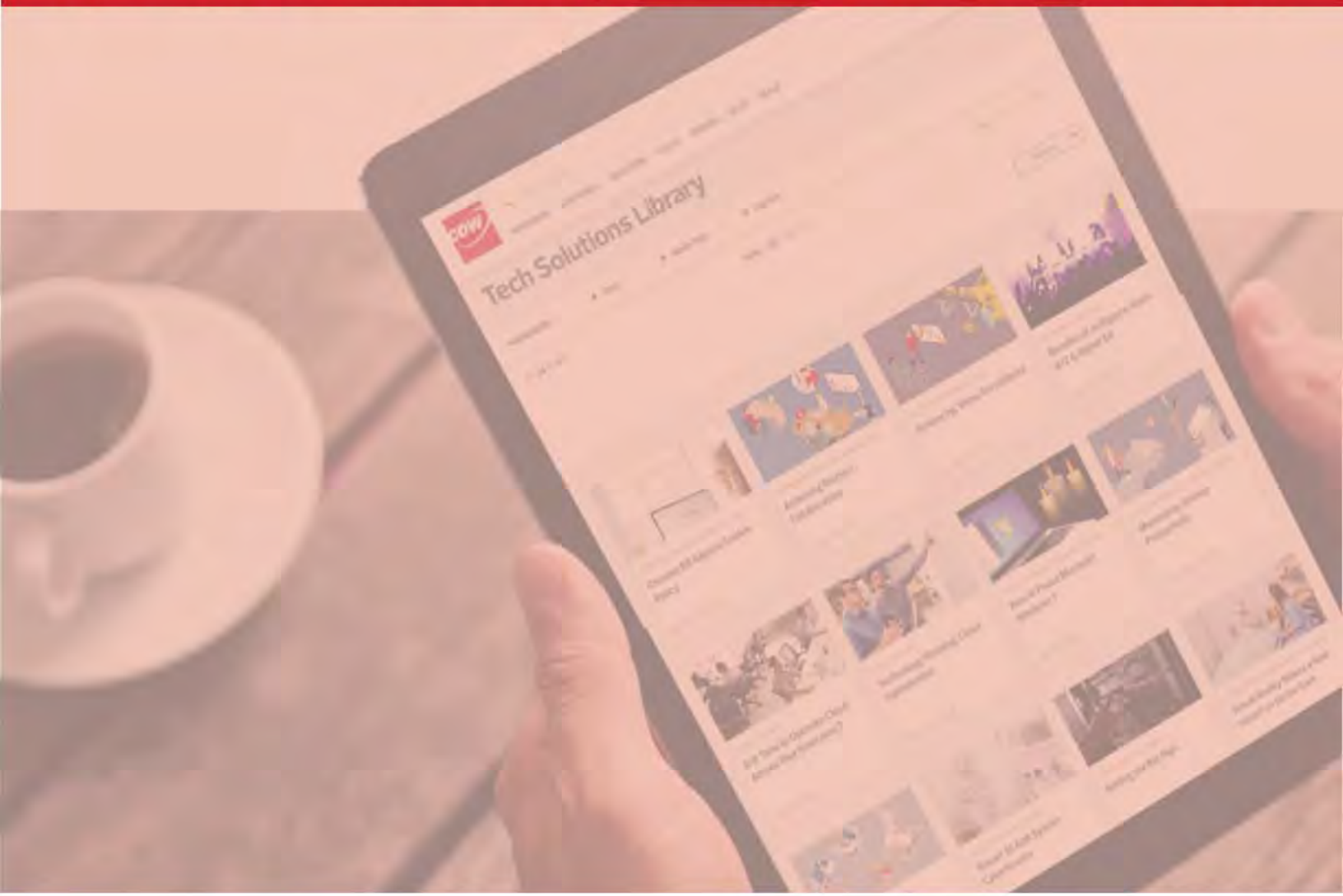
EXHIBIT _

CUSTOMER-DESIGNATED LO ATIONS

Seller will provide Servic b iting the followin ocations ("**Customer-Designated Locations**").

Location(s)

SAMPLE



TAB F
OMNIA PARTNERS' DOCUMENTS & REQUIRED RESPONSE FORMS

3.1 COMPANY

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

History

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

About CDW•G

Founded in 1984, CDW LLC (CDW) is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. As such, we have been providing similar products and services for nearly 40 years. Our broad array of products and services ranges from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure, and digital experience.



Figure 11. US Office Locations

Our unique company structure provides the City of Mesa and OMNIA Partners with products and services only a large national reseller can provide, combined with a local presence typical of a small business. Account Teams are segmented by agency type, Education (K-12/Higher Ed), or Government, and by region. To provide the City of Mesa and OMNIA Partners with one contact who is knowledgeable of every nuance of their organization, every customer has a dedicated CDW•G Account Manager as your primary point of contact. Customers in the largest markets also have the support of a local Advanced Technology Account Executive (ATAE) in the field.

CDW•G is one of the largest technology solution providers in the US, currently carrying more than 100,000 name-brand technology products from over 1,100 leading IT manufacturers and software publishers. We have a large original equipment manufacturer (OEM) and software publisher presence in our offices across the country and are strategically supported in the field with our Advanced Technology Account Executives. CDW•G delivers more than just products; we deliver IT solutions and services in a manner consistent with procurement guidelines and the City of Mesa and OMNIA Partners Participating Public Agencies' preferences. With subject matter experts to advise on the right IT solutions and the purchasing avenues to accommodate efficient and seamless procurement, CDW•G offers flexibility in how customers engage with and buy from us. We pride ourselves on our innovation and a ceaseless desire to deliver an excellent customer experience.

We have over 15 years of experience managing OMNIA agreements. Through our contract management capabilities and nationwide state, local, and education (SLED) sales force, we have successfully expanded contracts and member utilization rates. We hold 3 master

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agreements, which include Region 4 ESC – TX - Technology Solutions, Products and Services, City of Mesa - Information Technology Solutions & Services, and Region 4 ESC – TX – Total Cloud Solutions. Additionally, we maintain ongoing strategic cadences with OMNIA Partners to drive contract utilization through enablement and marketing activities. Under our existing contract with the City of Mesa and OMNIA Partners, we have adoption within all 50 states and utilization by 900 State Agencies, 6,750 Local Government entities, 1,400 Higher Education entities, and 2,300 K-12 entities. Of these entities, we have successfully built and launched over 92 Participating Public Agency-specific agreements.

Local Focus and National Presence

Our customers are the center of all we do at CDW•G and the fuel behind our initiatives, solutions, and services. Part of our dedication to our customers is a sales and service force best suited to the needs of customers. With a local presence and national reach throughout the US, our team is ready to serve the City of Mesa and OMNIA Partners Participating Public Agencies. We have coworkers in offices and remote locations in or near every major city in the US.

Cooperative Experience

Not only is our sales force well-versed in growing contracts, but they are also experienced in promoting cooperative contracts. We believe the contract structure that the City of Mesa and OMNIA Partners offer, combined with our expertise in promoting dynamic procurement solutions with our broad customer ecosystem, offer a unique opportunity to optimize contract adoption and growth. Collectively, we remove the complexity of procurement and technology that government agencies often encounter.

Additionally, CDW•G's Program Management Team is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the Program Management Team work full-time to maintain contract compliance, reporting requirements, and administer contract procedures, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex commitments. We look forward to the possibility of continuing to work with the City of Mesa and OMNIA Partners Participating Public Agencies to apply best practices and lessons learned from our cooperative experience to further this evolution.

National Salesforce

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

CDW•G currently employs more than 15,000 coworkers globally, with 51 different locations nationwide. Located across the US, CDW•G has more than 1,500 Account Managers and Advanced Technology Account Executives forming Account Teams segmented into four verticals: Higher Education, K-12 Education, Federal Government, and State and Local Government. Below, the City of Mesa and OMNIA Partners Participating Public Agencies can find visuals to how CDW and CDW•G's State and Local Government (SLG), K-12 Education, Higher Education (Higher Ed), Healthcare, and Federal sales teams are regionalized across the US.

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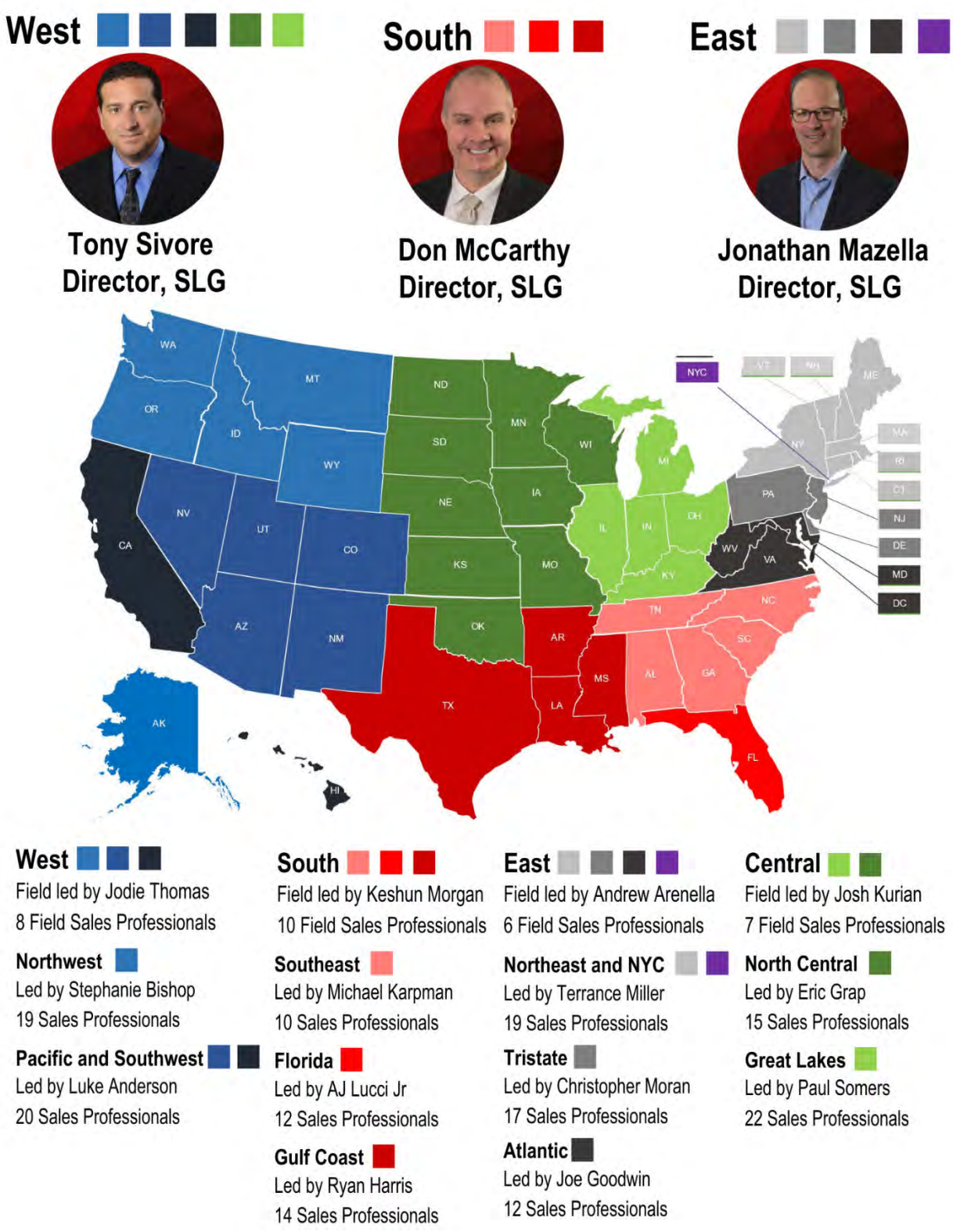


Figure 12. CDW•G's State and Local Government Sales Team Organization

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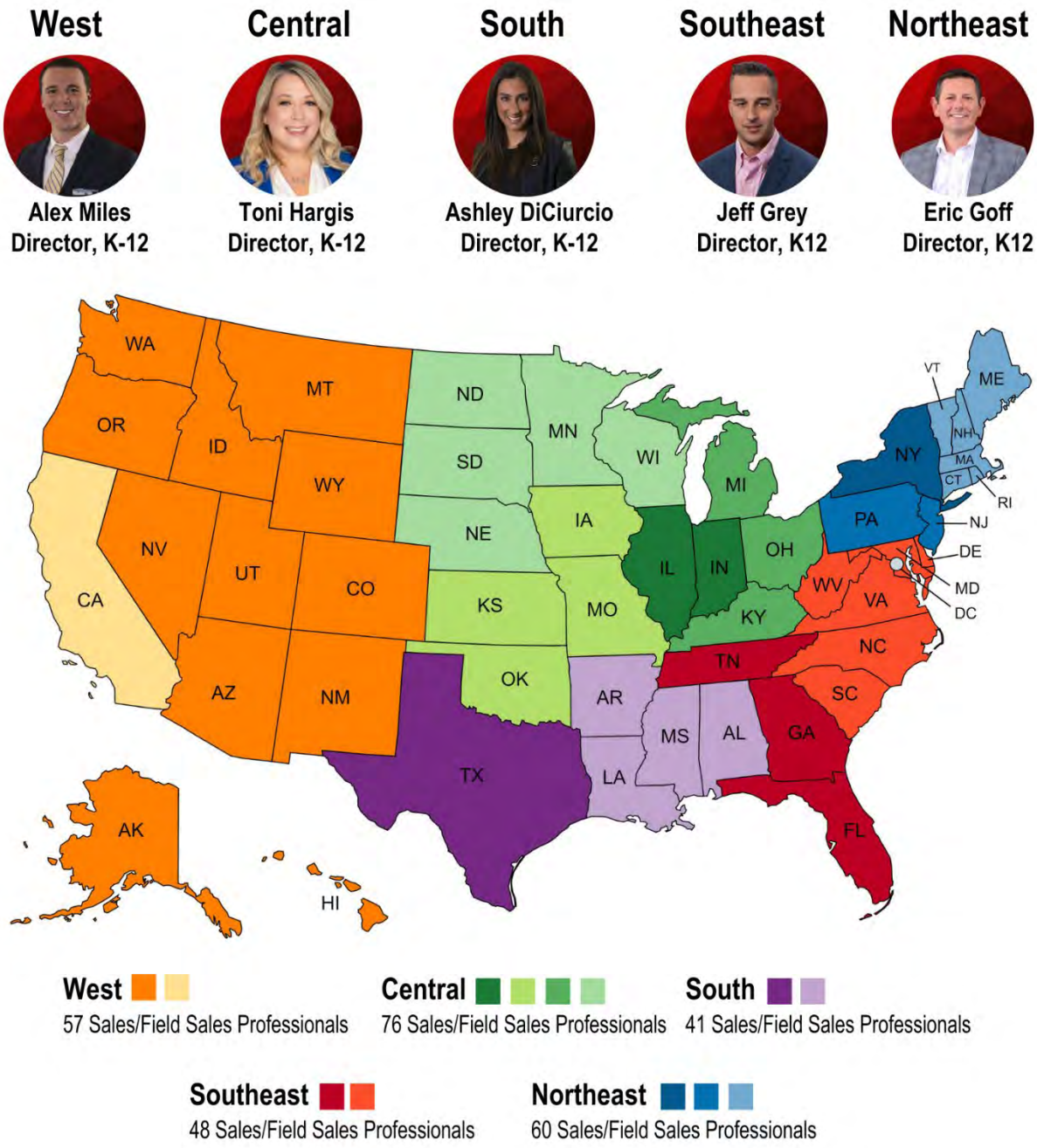


Figure 13. CDW•G's K-12 Sales Team Organization

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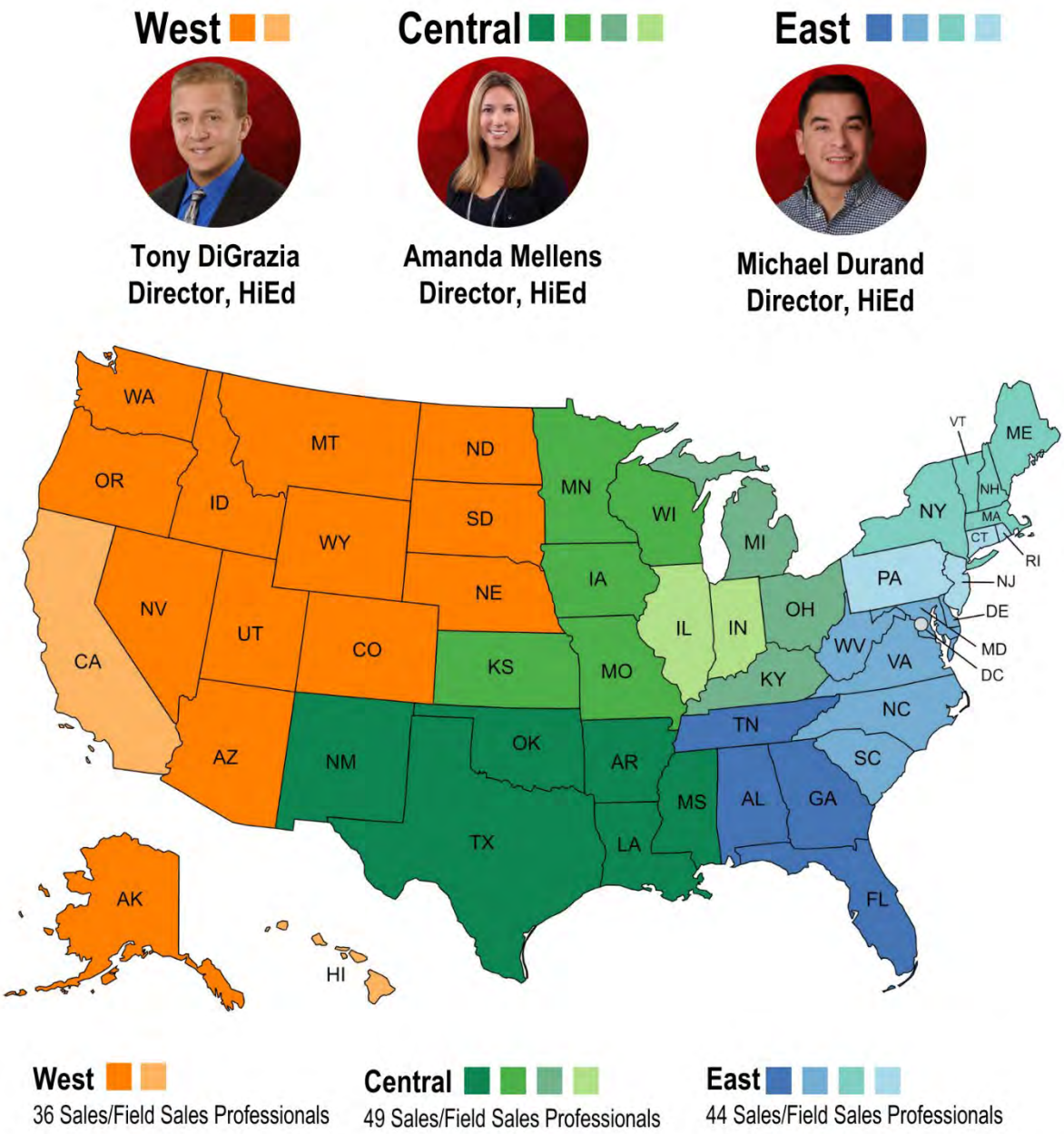


Figure 14. CDW•G Higher Education Sales Team Organization

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In the table below, the City of Mesa and OMNIA Partners Participating Public Agencies can find the total number of salespersons in each sector and vertical.

Region and/or Vertical	Number of Sales Representatives
Corporate Sales - Total	**1755**
Corporate Majors Central	163
Corporate Majors MidCentral	96
Corporate Majors Northeast	99
Corporate Majors Northwest	58
Corporate Majors Southeast	123
Corporate Majors Southwest	70
Corporate Majors South Central	82
Corporate Sales Central Sales	1
Corporate Sales CPG	16
Corporate Sales East Region	1
Corporate Sales General Office	252
Corporate Sales Vertical Sales	196
Corporate Sales West Region	3
Corporate Territory East	356
Corporate Territory West	239
Healthcare Sales - Total	**318**
Public Sales - Total	1531
Federal Civilian Sales	61
Federal Department of Defense Sales	186
Federal Services Sales	74
Higher Education Sales	198

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K-12 Public Education Sales	400
Public Sales General Office	230
Sirius* Sales	132
State and Local Sales	250
Small Business Sales - Total	637
Sales Contact Center	60
Small Business Central Region	119
Small Business East Region	99
Small Business General Office	99
Small Business Solutions	56
Small Business South Region	86
Small Business West Region	118

*In December 2021, CDW completed our acquisition of Sirius Computer Solutions. Our acquisition of Sirius combines our full-stack expertise with Sirius's broad portfolio of solutions.

In the table below, we have outlined the total number of employees in each state.

State	Total Number of Employees
Alabama	33
Arkansas	21
Arizona	382
California	299
Colorado	182
Connecticut	262
District of Columbia (Washington DC)	11
Delaware	7
Florida	575

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Georgia	158
Hawaii	8
Iowa	59
Idaho	17
Illinois	4607
Indiana	152
Kansas	57
Kentucky	30
Louisiana	9
Massachusetts	62
Maryland	139
Maine	12
Michigan	175
Minnesota	215
Missouri	74
Mississippi	11
Montana	9
North Carolina	267
North Dakota	5
Nebraska	189
New Hampshire	16
New Jersey	439
New Mexico	5
Nevada	214

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New York	167
Ohio	234
Oklahoma	29
Oregon	114
Pennsylvania	136
Rhode Island	12
South Carolina	59
South Dakota	14
Tennessee	120
Texas	839
Utah	35
Virginia	270
Vermont	4
Washington	153
Wisconsin	526
West Virginia	7
Wyoming	5

Support Centers and Corporate Office

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

CDW•G headquarters is located at 230 N. Milwaukee Ave., Vernon Hills, IL, 60061. We have two warehouses, 50+ US sales offices, and our technical support is based out of Holmdel, New Jersey. In addition to our office locations, CDW•G's technical engineering team is national and will travel to customer locations. We also leverage CDW•G partners to provide local capability/services outside of our 51 support centers.

US Locations:

- Arizona: Tempe
- California: Glendale, Irvine, San Diego
- Colorado: Centennial
- New York: New York City (2), Pittsford, Syracuse
- Nevada: North Las Vegas*

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- Connecticut: Shelton
- Florida: Boca Raton, Tampa
- Georgia: Atlanta
- Illinois: Chicago, Elk Grove Village, Rosemont, Vernon Hills*
- Indiana: Carmel, Indianapolis
- Iowa: West Des Moines
- Kansas: Overland Park
- Maryland: Columbia, Crofton
- Michigan: Detroit, Grand Rapids
- Minnesota: Bloomington, Minneapolis
- Missouri: St. Louis
- Nebraska: Omaha
- New Jersey: Cherry Hill, Holmdel
- North Carolina: Charlotte, Greensboro, Raleigh
- Ohio: Cincinnati, Cleveland, Columbus
- Oregon: Portland
- South Carolina: Greenville
- South Dakota: Sioux Falls
- Tennessee: Nashville
- Texas: Austin, Dallas, Houston, San Antonio
- Utah: Midvale
- Virginia: McClean, Reston
- Washington: Bellevue, Seattle
- Wisconsin: Appleton, Madison, Milwaukee

*distribution centers

Annual Sales

D. Annual sales for the three previous fiscal years.

In 2022, CDW generated nearly $24 billion in revenue, which positions CDW as a leader in our industry. Our continued financial stability serves to assure the City of Mesa and OMNIA Partners Participating Public Agencies that we are here to stay and can support you through the life of this contract and beyond.

Year	CDW Revenue	CDW•G Revenue
2022	$23.7 Billion	$8.6 Billion
2021	$20.8 Billion	$8.2 Billion
2020	$18.5 Billion	$8.2 Billion

We believe the major factor that ensures our financial stability and separates us from our competitors is the balanced approach to our business. This approach includes:

- **We don't rely on any one customer.** In our US business, which represents approximately 90% of our revenues, we currently have five dedicated customer channels: corporate, small business, government, education, and healthcare, each of which generated $1.9 billion or greater in Net sales in 2022. Net sales to customers in the UK and Canada combined generated $2.9 billion in 2022. We believe this diversity of customer end-markets provides us with multiple avenues for growth and has been a key factor in our ability to weather economic and technology cycles and continue to gain market share.
- **We don't rely on any one partner.** In 2022, we generated over $1.5 billion of Net sales from each of our five largest vendor partners. We have received the highest level of certification from major vendor partners such as Cisco, Dell EMC, Hewlett Packard Enterprise, IBM, Microsoft, NetApp, Nutanix, Palo Alto Networks, Samsung, and VMware which reflects the extensive product and solution knowledge and capabilities

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that we bring to our customers' IT challenges. These certifications also provide us with access to favorable pricing, tools, and resources, including vendor incentive programs, which we use to provide additional value to our customers. Our vendor partners also regularly recognize us with top awards and select us to develop and grow new customer solutions.

- **We don't rely on any one solution.** Our sales span a number of categories, including Miscellaneous Hardware (19.9%), Software (15.5%), Notebooks/Mobile Devices (26%), Netcomm Products (11.5%), Services (7.8%), Video (7.5%), Desktops (5.4%), Enterprise and Data Storage (5.8%) and others.

We simplify the complexities of technology solutions across design, selection, procurement, integration, and management for our customers. Our goal is to have our customers, regardless of their size, view us as a trusted adviser and extension of their IT resources. Our multi-brand offering approach across our vendor partners enables us to provide the solutions and services that best address each customer's specific requirements to enable their desired business outcomes.

The City of Mesa and OMNIA Partners Participating Public Agencies can be confident that CDW•G's experts will be around to address questions or concerns, provide additional equipment, and assist with enhancements or new technologies.

For more financial information, please visit our investor relations page: http://investor.cdw.com/.

FEIN and Dunn & Bradstreet Report

a. Submit FEIN and Dunn & Bradstreet report.

CDW•G's FEIN is 36-4230110. The City of Mesa and OMNIA Partners can find a copy of our Dunn & Bradstreet Report at the end of this section in Appendix 1.

Environmental Initiatives and Policies

E. Describe any green or environmental initiatives or policies.

Overview

CDW•G is committed to being a good steward of the environment and earth's natural resources. We strive to continuously improve our own environmental performance while growing our business and supporting our partners and customers. Given our role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions.

CDW•G understands and supports the City of Mesa and OMNIA Partners Participating Public Agencies' desire to encourage suppliers to incorporate sustainable practices throughout their business operations. As evidenced by our practices outlined in the following paragraphs, we also emphasize integrating environmentally conscious procedures into our everyday operations, and we continually strive to find new ways to reduce our carbon footprint.

2022 Environmental Highlights

In 2022, we made significant progress on our environmental priorities, including climate action, energy efficiency, and waste reduction.

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For instance, we worked with several vendor partners and Procurri to introduce a new carbon offset program. Additionally, Igneo Technologies, a Proccuri partner, began handling downstream processing of our e-waste. The global company specializes in returning critical metals such as copper, gold, silver, and palladium back into the supply chain.

When replacing our own technology devices, we seek to minimize our environmental footprint by finding reuse opportunities for our equipment. At our headquarters in Illinois, we have grassroots, coworker-led initiatives to provide veterans groups, underserved communities, and other organizations with access to our gently used equipment.

Other notable highlights from 2022 include the following:

- Created our Climate Task Force and worked with outside experts to develop our long-term, enterprise-wide climate strategy and action plans
- At our two US distribution centers, we outperformed our waste diversion goal of +90% for the fourth year in a row and recycled thousands of tons of packaging material, cardboard and paper
- Enabled online searchable access for customers to an expanded portfolio of environmentally certified products (Energy Star, EPEAT and TCO Certified) and a broad range of cloud-based solutions that improve energy efficiency
- Expanded our IT Asset Disposition (ITAD) program, which facilitates the recovery and recycling of devices that are no longer being used – to benefit the environment and protect the security of users' data
- Maintained our environmental management system and energy certifications in the US, Canada and UK

Our Facilities

All CDW•G distribution centers hold ISO 14001 certification, which is the international standard for Environmental Management. This certification ensures consistency and effectiveness in our Environmental Management System (EMS) and demonstrates our long-established commitment to managing our business responsibly.

These certifications ensure consistency and effectiveness in our EMS and demonstrate our long-established commitment to managing our business responsibly. We continue to utilize a wide variety of energy efficiency measures, such as LED lighting and motion sensors, across our company. In addition, for the fourth year in a row in 2022, our two US distribution centers surpassed our goal for a waste-to-landfill diversion rate of more than 90%, which is consistent with our facilities' ISO 14001 certification.

We continually develop our green efforts in compliance with ISO 14001 standards. Doing our part to sustain a healthy planet is critical to the well-being of our coworkers, customers, communities, and business. Our efforts are inspired and led by coworkers around the globe as we strive to do our part for the environment.

Our environmental policy and EMS define the structure, practices, and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste in landfills through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business.

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Coworker Initiatives to Protect the Environment We Share

At CDW•G, we recognize our part in responsible environmental management and conservation of resources. One of the ways we demonstrate our commitment to environmental management and the principle of sustainable development is through our beGreen program. The beGreen program provides CDW•G coworkers with a platform to reduce, reuse, and recycle to make our operations leaner, more efficient, and more environmentally responsible. Our beGreen program continues to provide coworkers with a platform to share ideas and take collective action to protect our environment. The program is managed by a cross-functional team of coworkers from multiple CDW•G locations, and participation continues to be strong since its inception 13 years ago.

Our coworkers continue to be active participants in their local communities' efforts to address environmental sustainability. CDW•G initiated a partnership with Soles4Souls, an organization that redirects unwanted shoes away from waste streams to communities in need.

Energy Management and Climate Action

Energy Efficiency

We track our energy management performance on an ongoing basis and continue to seek ways to drive further efficiencies. As part of our ISO 14001 certification, we maintain a three- to five-year window of visibility to identify, assess, and plan for the implementation of additional energy efficiency improvements. As a part of our regular evaluation, we conduct in-depth internal audits and self-assessments to support continual improvement. We review our significant environmental impacts each year and set targets to reduce them. We track our energy usage each year and continually look for ways to reduce it.

To achieve the ISO 14001 certification, we were required to provide significant details regarding our procedures for the following:

- Chemical handling, storage, and labeling Universal waste (old computer equipment)
- Stormwater and transportation spills, oils, lubes, and forklift batteries
- Electrical usage
- Paper and cardboard
- Lithium-ion battery management

Our ability to directly impact our energy usage is somewhat limited by the fact that we lease the majority of our global real estate footprint.

Specific energy efficiency efforts include:

- Energy-efficient lighting solutions, including indoor and outdoor LED lighting
- Motion sensor lighting and conveyor systems that turn off in response to inactivity
- ”Smart” HVAC systems that adjust according to business hours and seasonal temperatures
- Water consumption solutions, including rainwater harvesting efforts in the UK and environmentally friendly water heaters in the US
- Solar panel usage at two of our UK locations

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Carbon Emissions

We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. Currently, approximately 98% of our US shipments are delivered by carriers enrolled in the US EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation efficiency, and more than 72% of our US shipments are handled by carriers with climate goals.

EPA Green Power Partnerships

CDW•G participates in the United States Environmental Protection Agency's Green Power Partnership program. In 2008, we began purchasing 100% green power for our two data centers in the Madison, Wisconsin, area through the Madison Gas and Electric (MGE) Green Power Tomorrow program. We purchase almost 12 million kilowatt-hours per year of renewable energy from MGE, making CDW•G the largest private buyer in the program.

Transportation Initiatives

Approximately 98% of our US shipments are delivered by carriers enrolled in the US EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation efficiency. We also have programs aimed at consolidating freight volume and reducing the number of shipments and vehicles needed to complete a delivery, which enables our carrier partners to reduce carbon emissions. These global programs include:

- UPS Trailer Utilization, which reduces the number of truck movements needed to deliver freight by creating direct-lane pulls from our distribution centers to customers in a common area
- Best Way (Logistics Specialist Solution), which reduces the number of trailers needed to ship an order by consolidating multiple orders into a single truckload

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In addition, as part of our ongoing environmental impact assessment, we analyzed the Environmental, Social, and Governance goals and performance of our transportation and logistics partners.

Materials Efficiency

Reducing Waste to Landfill

CDW is committed to supporting the circular economy and responsible consumption through materials efficiency and a reduction in waste to landfill. While we have a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: reducing distribution center waste from packaging and other materials and managing electronic waste.

OVER THE LAST SIX YEARS, OUR US DISTRIBUTION CENTERS HAVE RECYCLED:

2,966 TONS
OF PACKAGING MATERIAL

9,794 TONS
OF CARDBOARD

636 TONS
OF PAPER

THOUSANDS
OF WOOD AND PLASTIC PALLETS

For the third year in a row, CDW's US distribution centers outperformed their waste diversion goal of **90%+**.

In addition to addressing packaging waste and electronic waste, our other efforts include:

- Use of digital documentation when possible and recycling shredded paper documents if they are used
- Recycling and composting of cafeteria waste
- Elimination of plastic bottles from vending machines in our offices and warehouses
- Elimination of single-use plastic cups
- Company-wide internal toner cartridge recycling program
- Recycling centers on each floor of our office locations
- Recycling chutes for certain materials at our distribution centers
- Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

IT Asset Disposition Services Ensure Proper Disposal of E-Waste

CDW•G's IT Asset Disposition teams offer our customers proper device wiping, removal, evaluation, and recycling services for devices that are no longer being used. Proper asset disposition involves completely and securely wiping devices of sensitive data and environmentally responsible recycling and disposal of e-waste. For any devices of value, we provide a buyback rebate on the customer's account.

Our process is certified by e-Stewards, which:

- Prohibits the export of hazardous waste to developing countries
- Requires a certified ISO 14001 environmental management system
- Prohibits all toxic waste from being disposed of in landfills and incinerators
- Prohibits the use of prison labor in handling sensitive data and toxic electronics

In addition, when replacing our own devices, we seek to minimize our environmental footprint by finding a reuse opportunity for our used equipment. At our headquarters in Illinois, we have had grassroots, coworker-led initiatives to provide veterans groups, underprivileged communities, and other organizations access to our gently used equipment.

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Smart Packaging Solutions

At our distribution centers, we utilize several packaging processes that address environmental considerations while still meeting and exceeding customer expectations. Our solutions include the following:

- Using and reusing our vendor partners' packaging when possible, minimizing the need for additional packaging materials when fulfilling customer orders.
- Redesigning our cartonization process to utilize algorithms that consider dimensional fit (a more accurate method than volume fit), which enables us to use the least amount of packaging possible.
- Using envelope shippers that are 100% recyclable and provide warehouse and shipping space efficiencies for small items.

Additionally, our pick-pack shipping containers are made from the maximum allowable amount of post-consumer recycled material and are 100% recyclable.

We continue to work with our vendor partners and logistics suppliers to evaluate opportunities for smarter packaging solutions that maximize both product protection and material efficiencies.

Environmental Considerations: Partners and Customers

We continue to elevate our role in sustainable and socially responsible technology by working with our technology partners to promote their environmentally certified products and solving for our customers' outcomes around their ESG goals and priorities.

In 2022, CDW•G made it easier for our sales teams and our customers to identify and select from a broad range of environmentally certified products (Energy Star, EPEAT, and TCO Certified) and cloud-based solutions that deliver added energy efficiency. Our e-commerce sites enable customers to filter their online catalog search to identify and buy third party-certified products, and our sales teams are trained to assist clients with finding and selecting these products.

Our goal is to be able to offer our customers a full stack of solutions that addresses a broad spectrum of environmental considerations. In addition to third party-certified products, we are enhancing our ability to deploy and configure products remotely to reduce the environmental impacts of packaging and transportation and offering device recovery and recycling programs to reduce electronic waste from products that need to be replaced.

EPEAT Compliance

CDW•G assists customers in determining environmentally preferable products in many ways, including:

- Providing website specifications for each product details; i.e., EPEAT and/or Energy Star compliant and specific power consumption data, where available
- Providing a portfolio of manufacturers that are committed to producing environmentally friendly technology and that have programs and policies that support their commitment.
- Offering products that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products
- Training our sales teams on the requirements of Executive Order 13101 Greening the Government Through Waste Prevention, Recycling, And Federal Acquisition

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CDW•G is committed to protecting the environment by continuing to manage our business with increased efficiency and understanding the full extent of our environmental impact. While we strive for continuous improvement in the environmental performance of our operations, we recognize our greatest opportunities to impact the environment lie in our supply chain and our ability to work with our partners to address issues such as climate change and waste reduction. More than ever, we are focused on working with our partners and outside experts to evaluate our environmental impacts and opportunities.

Protecting Forests through Responsible Paper Consumption

Through our Printer Supplies Program, CDW•G customers are offered complimentary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through:

- Ongoing measurement of paper consumption
- Custom paper footprint and forest impact insights
- Opportunities to automatically "re-leaf" forests through reforestation projects of the customer's choosing

Since we joined the program in June 2018, CDW customers have collectively offset the equivalent of more than 1.2 billion standard pages of paper consumption by supporting the reforesting of more than 140,000 trees.

CDW is also working with partners on programs to help customers better manage their print needs and costs and stay within their corporate policies for sustainability. The goal of the PrintReleaf program is to deliver on the potential for Forest Positive Printing – to enable customers to be responsible for planting more trees than their printing uses.

Business Diversity Program

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

Business Diversity Program – Overview

When you partner with CDW•G, you are partnering with a company where business diversity is a deeply embedded, ongoing priority. Since the inception of our Business Diversity Program in 2007, we have sought to promote diverse supplier participation representative of our customers and communities that contributes to sustainable economic growth. CDW•G is prepared to help the City of Mesa and OMNIA Partners Participating Public Agencies around the US meet their diversity goals. We're committed to simplifying the complexity of Business Diversity for the City of Mesa and OMNIA Partners Participating Public Agencies.

While we are woman-led with our CEO Chris Leahy, we are not a minority- or woman-owned business enterprise. Because we are not a large corporation with our own M/WBE certification, CDW•G has the opportunity to invest in small and diverse businesses. As a result, **we drive job creation** and **contribute to lasting economic** empowerment in communities across the US. Our focus is creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. We have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to the City of Mesa and OMNIA Partners Participating Public Agencies' opportunities. In our experience, customer diversity initiatives are not always

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met by one or two specific certifications; these initiatives are met through partnership and collaboration.

Results of the CDW Business Diversity Program

Partnering strategically with diverse and small businesses enables us to keep providing the industry's best experience while contributing to economic growth in diverse communities nationwide. We look forward to continuing to grow our practice and support local businesses as our practice continues to grow. Since 2007, we have spent $25 billion, $3.6 billion in 2022 alone, with certified small, diverse suppliers, and we currently feature over 1,400 small and diverse suppliers who we actively partner with on a regular basis. Of the $3.6 billion in 2022, $2.3B was solely from CDW•G.

In 2019, we became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of 40 US-based companies procuring more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.

In 2021, industry-leading research IT research firm and consultancy, Gartner, conducted a case study on CDW's Business Diversity Program for procurement leaders. They concluded the following: *"CDW's supplier diversity team enables business partners to retain the best-fit diverse suppliers for new sourcing needs by providing targeted business-relevant information gathered from past supplier engagements."* Our comprehensive Business Diversity Program ultimately allows procurement officials to be confident in incorporating small and diverse suppliers into their supply chain.

MBE Testimonial – KNZ Solutions

KNZ Solutions, a certified minority-owned business, was founded in 2017 by Khaled Mussa. Here's what KNZ has to say about their partnership with CDW•G:

"CDW•G has been an invaluable support to KNZ Solutions. Their commitment to fostering collaboration and nurturing partnerships truly sets them apart. Their expertise, resources, and unwavering dedication played a pivotal role in navigating the challenges inherent in our industry. *The impact of this partnership extends far beyond the bottom line – KNZ's employee count increased, and jobs were created.* Our partnership has not only elevated our business but has also reinforced our belief in the transformative power of meaningful partnerships. We look forward to continued success and growth together."

In 2022, we enhanced our national strategy across the US by welcoming supply chain experts to our growing team. These regional market leaders are focused on **building partnerships with local suppliers** and across our customer base. Their efforts have improved our agility and increased our effectiveness in identifying and mentoring new diverse partners. Additionally, this comprehensive approach enables us to gain a deeper understanding of the unique challenges, opportunities, and economies of scale present in each region. We use these real-time insights to inform and tailor our business diversity strategy, boosting both performance and impact.

In 2023, CDW hosted the BDR Summit, which is an annual gathering of BDR members to share our successes, best practices as well as opportunities for supplier diversity program growth.

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Our 2022 Economic Impact across the United States is highlighted in the graphic below:



A partnership with CDW•G means that local communities across the US will continue to gain positive economic impacts.

Benefits

Benefits of our Business Diversity Program and incorporating small and diverse suppliers include the following:

Reach Small and Diverse Supplier Goals

CDW•G's comprehensive Business Diversity Program allows you to meet your goals quickly and efficiently. Meet the City of Mesa and OMNIA Partners Participating Public Agencies small, minority-owned supplier goals without having to invest time and resources into finding, evaluating and engaging them yourself. CDW•G has a comprehensive vetting process that ensures each small and diverse partner can meet our customers' quality and performance expectations.

Diversify Your Supply Chain

Partnering with small and diverse businesses allows the City of Mesa and OMNIA Partners Participating Public Agencies' to diversify your supply chain, boosting your resilience and agility in an unpredictable world.

First-Mover Advantage

With a broad network of small and diverse partners nationwide, the City of Mesa and OMNIA Partners can enjoy first-mover advantage when it comes to new, cutting-edge technologies.

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Tier I and Tier II Programs

CDW•G is continuously developing other diverse partnerships to meet our customers' needs. These relationships include, but are not limited to, product manufacturers, distributors, and service providers nationwide who support direct (Tier 1) and indirect (Tier 2) fulfillment through presales and service engagements. We recruit diverse and disadvantaged partners locally and regionally since customer spending goals are typically tied to local laws and require the partner to be certified within their city or state.

These various engagement models allow the City of Mesa and OMNIA Partners Participating Public Agencies the choice to leverage the best suited diverse partner.

We realize that each customer has unique targets that require a thoughtful and dynamic approach to strategic sourcing. Our Business Diversity program offers a broad and robust partner network. The following are a few ways that CDW•G can support the City of Mesa and OMNIA Partners Participating Public Agencies in meeting your diverse supplier goals:

- Educate users on CDW•G's business diversity program and how to initiate a planning session.
- Conduct customer-focused planning sessions with your dedicated CDW•G Account Manager and Business Diversity program representative.
- Utilize information gathered from planning sessions to develop custom plans to achieve customer goals around Business Diversity.
- Perform ongoing engagement to adjust plans as necessary.

WBE Testimonial – BlackHawk Data

BlackHawk Data is a New York-based WBE founded in 2018. Read about the BlackHawk Data and CDW•G Partnership below:

"One of my primary go to partners has always been CDW. I knew if I went to them for advice, suggestions, and just to simply talk to, they would help me get through the start up phase. Well, they did more than that. Along with the local team in New York, the CDW Diversity Team helped me and made introductions to people around the US that I would not normally have met.

I do honestly owe a good amount of our success to the CDW Team. As without them, getting through some of the hardest and darkest times may not have been possible without them.

Because of partners like CDW, we have been able to grow the business to 45 people, hopefully, $60M in 2023, and become a CRN Triple Crown Winner.

My heart is full with love and continued support on building our relationship."

More insight into our Tier I and Tier II Programs are below:

The Tier I Program

CDW•G is continuously developing other small and diverse partnerships to meet the City of Mesa and OMNIA Partners Participating Public Agencies' Tier I needs. In fact, we offer an online registration tool where businesses can register for future opportunities with CDW•G. Our growing list of suppliers means that the City of Mesa and OMNIA Partners Participating Public Agencies can count on CDW•G to deliver against their diversity spending targets. CDW•G has also partnered with small and diverse leasing companies that can support the City of Mesa and OMNIA Partners Participating Public Agencies Tier I spend requirements. CDW•G's Tier I program offers a low-risk experience for agencies looking to achieve direct spend with small, disadvantaged businesses while upholding the highest standards of IT procurement.

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The Tier II Program

In an effort to foster even more opportunities for small, diverse businesses, CDW•G launched a Tier II Business Diversity Program in 2009 for its key manufacturing, distribution, and logistics partners. The program's goal is simple: to further opportunities for competitive small and diverse partners to supply goods and services to CDW•G and deliver them to our customers like the City of Mesa and OMNIA Partners Participating Public Agencies. CDW•G also provides Tier II reporting to customers that track their spending, ensuring that suppliers meet contract compliance and obligations. Our Tier II reports show the items that CDW•G purchased from diverse suppliers, all items that our customers purchased from CDW•G, and all items that CDW•G purchased from diverse suppliers to fulfil customers' orders directly. A major advantage to this model is the ability to recognize spend across multiple diverse firms by leveraging CDW•G's network of vetted hardware and software suppliers.

Notable Awards

Recent, notable awards that demonstrate our commitment to diversity include:

- 2023 Military Times Best for Vets: Employers List
- 2024 Military Friendly Employers award from Military Friendly
- 2023 Best Employers for Diversity – Forbes
- The Women's Business Enterprise National Council (WBENC) recently named CDW as one of its America's Top Corporations for Women's Business Enterprises (WBEs). According to the WBENC, this honor is the only national award recognizing corporations for world-class Business Diversity programs that reduce barriers and drive growth for women-owned businesses.
- CDW has been ranked 11th of Nasdaq 100 companies for its ESG reputation in December 2022

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Mentoring Programs

Mentorship and advocacy are integral components of our Business Diversity Program. It's one way we live up to our commitment to build stronger communities through economic inclusion. We have had numerous successes with mentor protégé programs with entities such as the City University of New York (CUNY) and Texas Tech University; these programs are designed to enhance diverse partners' capabilities, assist in meeting development goals, and improve their abilities to compete for and win contracts. With these programs, we are able to grow their businesses and relationships.

During the year, we expanded our partnership with Disability:IN, a leading nonprofit resource for business disability inclusion worldwide. As an Inclusion Works partner company, we're proud to mentor disability-owned businesses. Disability:IN's Inclusion Works program provides companies with a team of disability inclusion experts to help them create an inclusive culture while simultaneously developing a sustainable recruitment strategy.

WBE Testimonials – WBENC Conference

In 2023, CDW funded a booth for 15 woman-owned businesses at the annual Women's Business Enterprise National Council (WBENC) conference. This financial commitment directly impacted the growth of those businesses. Here's what two women had to say:

Pam Feld, CEO, WBE/MBE: The booth sponsored by CDW afforded me the opportunity to deepen existing corporate relationships and engage with a multitude of WBEs from all over the country. I came away with 2 RFPs, 4 potential speaking opportunities, and 6 meetings lined up for expanding relationships.

Mellissa Tong, CEO, WBE/MBE: I was really grateful that my talk at CEO Success Community Booth 718 was so well received that I got a recommendation to deliver a one-hour talk on Storytelling for Branding and Marketing for Maui's Economic Development Center in late April. Then, I was contacted by WBENC national to do a pitch workshop for them on May 5th. None of this would have happened without CDW's generous support of Booth 718 at WBENC in 2023.

Commitment to Helping Close the Digital Divide

One of CDW•G's core values and strengths is making technology work so people can do great things. However, we recognize that technology doesn't work equally for everybody, and reliable access to technology is often not equitable, resulting in a digital divide. We are determined to change this narrative and are passionate about closing this divide within our company and the communities we support. Through our Business Diversity Program, we are actively working towards digital equity and making a positive impact. Below are a few of the ways we work to close the digital divide:

Promoting Digital Equity

CDW•G prioritizes digital equity by providing products and services to sectors that need them the most, such as education, healthcare, and government. We firmly believe that closing the digital divide requires collaboration from all leaders, within and outside our organization. By partnering with like-minded organizations that share our commitment to digital equity, we can amplify our collective impact and bridge the gaps we see everywhere.

Business Diversity

Our Business Diversity Program is a critical differentiator for CDW•G, enabling us to deliver increasingly innovative products, services, and solutions to our customers. Since the inception of our business supplier program in 2007, we have actively sought to promote diverse supplier participation that aligns with the needs and values of our customers and communities. We take

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pride in our comprehensive and active program, recognized as global champions for Business Diversity by esteemed organizations like Gartner, the Billion Dollar Roundtable, and WEConnect International. We also embrace the responsibility of sharing our experience and expertise with our customers and suppliers because we believe that when they succeed, we all win.

Driving Economic Empowerment in Communities

Investing in small and diverse businesses presents a unique opportunity to create jobs and contribute to lasting economic empowerment in our communities. With the global population becoming increasingly diverse, minority audiences are emerging as a significant target for companies, and diverse-owned businesses play a vital role in the small business sector.

Commitment to Fostering Equity

CDW•G is committed to fostering equity and ethical behavior throughout our global supply chain. Collaboratively with our customers and supplier partners, we believe in the power of community members as drivers of prosperous, resilient local economies, creating efficiencies throughout our global supply chain.

MBE Testimonial – Betis Group

Betis is a minority-owned systems integrator with 25 years of experience providing Information Technology consulting and solutions on a global scale. Here's what Betis had to say:

Betis and CDW have enjoyed a highly successful relationship since 2001. Thanks to CDW's successful contract win record, Betis provided project management, technical, and device installation services at more than 100 locations around the world. Over the last several years, our relationship [with CDW] has expanded as Betis helps support and deliver CDW's winning formula for gaining market share with private-sector customers who want to buy through a Tier-1 Diversity Supplier. The strategic collaboration between Betis and CDW has led to the acceleration of delivery and solutions for both our companies.

Social Impact

We are committed to making a long-lasting, meaningful difference through our global Social Impact program. With more than 80 social impact partners and as members of Tech for Good, we invest in technology that creates deliberate, positive social benefits. One recent partnership is with Compudopt, a national nonprofit that provides technology access and education to under-resourced youth. Our collaboration across the country aligns with our shared strategy of providing access to technology. Through local donation drives and employee engagement at Compudopt locations, we empower youth by repurposing personal, non-company computers and educating them about the potential of technology.

Goals

One of our priorities in 2023 is empowering our seller community with the knowledge and resources to engage with our customers about how each company's ESG goals intersect. These intersection points will help determine how to collaborate and advance their respective strategies. We're committed to simplifying the complexity of Business Diversity for our customers and partners, and we are ready to collaboratively solve their toughest challenges.

As a whole, CDW•G's Business Diversity Program goals are to increase procurement opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, disabled-owned, and other small, disadvantaged businesses. The CDW philosophy on diversity extends beyond our coworkers, the customers we serve, and the communities we live in to include our valued supplier partnerships. Our commitment to strategically partner with qualified businesses enables CDW•G to continue to provide the best customer experience while contributing to economic growth in diverse communities.

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CDW•G continuously seeks new partnerships that help our customers meet their small and diverse supplier goals and support local communities. In 2022, we enhanced our national strategy across the US by welcoming supply chain experts to our growing team. These regional market leaders are focused on building partnerships with local suppliers and across our customer base. Their efforts have improved our agility and increased our effectiveness in identifying and mentoring new diverse partners. Additionally, this comprehensive approach enables us to gain a deeper understanding of the unique challenges, opportunities, and economies of scale present in each region. We use these real-time insights to inform and tailor our business diversity strategy, boosting both performance and impact.

Diversity Pricing

The CDW•G pricing structure, inclusive of our proposed discounts, submitted in this proposal will not be changed if/when a diverse partner is engaged. Pricing information can be found in Tab E. Access to our robust Business Diversity Program is a no-cost value-added service.

Diversity Alliances and Certifications

In addition to being part of the Billion Dollar Roundtable, an important aspect of our Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities.

We are a National Corporate Member of the National Minority Supplier Development Council, Inc., and The Women's Business Enterprise National Council. CDW•G supports other organizations, as well, which include:

- Chicago Minority Business Development Council, Inc.
- Women's Business Development Center of Chicago
- Minority Business Development Agency of Chicago
- National Veteran Owned Business Association
- National Gay & Lesbian Chamber of Commerce



Not only do we contribute financially to these organizations, but we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success.

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Business Diversity Success Story: University of Washington

Background

The University of Washington is a leading institution in terms of federal research funding, having received $1.63 billion in research awards in 2022. With such a significant investment comes the responsibility to adhere to diverse spend metrics and goals. Since 1983, the State of Washington has mandated that educational institutions adopt the state's diversitygoals to continue receiving state funding. In recent years, UW has made a strong commitment to expanding its diverse supplier base.

Partnership with MBE Mpulse

Through conversations with CDW•G's business diversity and sales teams, UW discovered a unique partnership between Apple, CDW•G, and Mpulse, a minority-owned technology reseller. This partnership enables higher ed institutions to procure Apple products through Mpulse as a 1st- supplier while leveraging CDW•G as a distributor within the supply chain.

Outcome

With Mpulse's expertise and e-procurement system integration capabilities, UW seamlessly shifted nearly $5M of annual Apple purchases through Mpulse and CDW•G, capturing Tier 1 minority-owned business spend through their e-procurement catalog. This helped UW maintain spend compliance and retain sources of federal and state funding and provided Mpulse exposure to a new geographical market, expanding their business in the process.

Certifications

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

CDW•G does not hold any of the below certifications.

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)
☐ Yes ☒ No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder
☐ Yes ☒ No

If yes, list certifying agency: _____

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Subcontractors and Affiliates

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

As needed throughout the contract, CDW•G may look to bring on additional vendors to continue to meet the needs of the City of Mesa and OMNIA Partners Participating Public Agencies. CDW•G has partnerships with more than 1,400 small and diverse organizations all across the US.

The way that CDW•G categorizes our subcontractors and affiliates is unique. CDW•G sometimes contracts with third parties to deliver services when there are constraints on our resources. Our Partner Services group manages these companies. These incorporate in-depth processes for determining who we work with. Our Partner Services team is comprised of Professional Service Managers and billable project managers who oversee partner management and project oversight. These service managers work directly and collaboratively with our operations team, which is comprised of billing administrators and project coordinators that are engaged at the deal level. Each partner receives a review throughout the year ranging from quarterly to yearly depending on their level of engagement with CDW•G along with engagement level surveys to manage and control quality. Partners are held to a minimum survey score to continue performing work for CDW•G.

Depending on the unique needs of each opportunity, the CDW•G Account Teams will work with OMNIA Partners Participating Public Agencies to develop a solution that is both comprehensive and strategic to the specific partner. The partner chosen will be specialized based on the work and needs of the customer. Details of the chosen partner will be provided to the interested party during scoping. Many of our partners include certifications as defined in our Diversity Programs section above, and listed additionally below:

- Minority Business Enterprise (MBE)
- Historically Underutilized Business (HUB)
- Women Business Enterprise (WBE)
- Lesbian Gay Bisexual Transsexual Business Enterprise (LGBTBE)
- Veteran Business Enterprise (VBE)
- US Business Leadership Network Disability Business Diversity Program (USBLN DSDP)
- Women-Owned Small Business (WOSB)
- Small Disadvantaged Business (SDB)
- Service-Disabled Veteran Owned Small Business (SDVOSB)
- Small Business
- HUBZone

Post-scoping, our services projects follow our Project Management Engagement Methodology which includes a heavy emphasis on communication among the parties to the contract, especially between CDW•G and the customer. These communication points include regular meetings and reports to monitor status, risks, issues, and plans.

Our manufacturing partners (such as Cisco, HP, and Microsoft) are considered subcontractors when they perform services engagements with us. We work very closely with our manufacturing partners and have many of their badged workers in our locations working with our engineering teams and brand managers. In this way, our CDW•G teams stay current with our vendor partner offerings as well as plans for product end-of-life and new product introductions. Our sales teams

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meet with our manufacturing partners quarterly and participate in sales training regularly to stay up to date on their latest offerings and offer you the peace of mind that you have a knowledgeable sales staff supporting you.

Differentiators

I. Describe how supplier differentiates itself from its competitors.

CDW•G is a partner dedicated to walking next to our customers every step of the way in their technology journey. A significant priority in SLED IT initiatives is flexible, adaptable technology that can securely enable user needs. It's not enough to provide customers with access to products they want quickly and efficiently. Procurement and Information Technology officers need to understand their options, and SLED agencies need to know their products are securely sourced.

CDW•G is uniquely positioned to serve OMNIA Partners Participating Public Agencies and is differentiated in the following areas:

- Business diversity programs and local impact
- Experience with OMNIA and OMNIA Partners Participating Public Agencies
- Best-in-class contract management
- Technical innovation
- Secure supply chain and distribution model
- Depth and breadth of solutions across hardware, software, cloud, cloud marketplace, professional services, managed services, and staff augmentation
- Past performance of successfully guiding OMNIA Participating Public Agencies through technological and industry change
- Public sector expertise with dedicated sales and technical resources aligned by industry

Robust Business Diversity Program

CDW•G is proud of our Business Diversity Program, and we believe that the structure and depth of our program are significant differentiators for each of our customers. While we are not a M/WBE-certified company, our program seeks to empower diverse and local companies in the communities we serve nationwide. Instead of simply checking the box to meet requirements, we curate a unique network of quickly deployable diverse business partners. This approach embodies the goals of our customers by creating a multiplier effect that drives job creation and contributes to lasting economic empowerment in the communities we serve.

Our program allows the City of Mesa and OMNIA Partners to support their local communities through everyday IT procurement. We work closely with the City of Mesa and OMNIA Partners Participating Public Agencies to find qualified, small and/or diverse suppliers to meet your goals, based on your requirements and needs.

In 2022, CDW spent $3.6B with certified small, diverse suppliers, and we currently feature over 1,400 small and diverse suppliers who we partner with on a regular basis. As a testament to CDW•G's commitment to how frequently we help our public sector customers meet their diversity goals with qualified partners, $2.3B of the $3.6B (nearly 64%) in 2022 was solely from CDW•G.

OMNIA Partnership Experience

Our sales force is well-versed in growing contracts and is also experienced in discussing the value of OMNIA Partners contracts. We believe the contract structure that the City of Mesa and

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OMNIA Partners offer, combined with our expertise in supporting dynamic procurement solutions with our broad customer ecosystem, provides a unique opportunity to optimize contract adoption and growth. Collectively, we remove the complexity of procurement and technology that our customers often encounter. We understand the value of OMNIA Partners and its contracts and have been successful in expanding this contract to our customers.

CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our vastly growing portfolio of offerings. Continuing to contract with CDW•G provides the City of Mesa and OMNIA Partners Participating Public Agencies with a secure partnership with a proven track record of positioning the contract nationwide and expanding the contract footprint among all SLED-eligible entities.

Contract Management Experience

While we manage numerous public sector contracts, we believe it is the breadth of our contracts and the emphasis we place on contract compliance, company-wide, that allows us to be a leader in contract management. Many suppliers have well-established delivery and installation procedures but lack the plan or personnel to ensure compliance throughout the contract's complete lifecycle.

A major differentiator for CDW•G is our Program Management Team, a group of coworkers devoted to the full life cycle of contractual sales, including managing active contracts. CDW•G invests in these resources because of our understanding that contracts are complex sets of commitments. Centralizing our contract management within one department allows us to standardize our contract management processes and share best practices. As a result, we reduce risks and improve efficiencies for CDW•G, and, more importantly, for the City of Mesa and OMNIA Partners Participating Public Agencies. With an average of over ten years of industry experience and active participation in the National Contract Management Association and World Commerce & Contracting, CDW•G Program Managers are qualified to advise and serve our customers at all stages of the contract process. CDW•G manages nearly 1,000 active SLED contracts, with OMNIA Partners contracts in the top 1% of our spend. Our contract managers become experts in their respective contract portfolios and can continue to provide insights to the City of Mesa and OMNIA Partners.

Access to the CDW•G Program Management team not only ensures contract compliance but also assures the City of Mesa and OMNIA Partners Participating Public Agencies that, when leveraging this contract, their purchases and piggyback agreements are overseen not solely by a sales team member but also by a highly skilled and specialized contract compliance professional.

Commitment to Innovation

For more than 20 years, CDW•G has been at the forefront of emerging technologies, including collaboration solutions, cloud, mobility, and virtualization, which is a major aspect of our ability to grow as a company. We have actively expanded our catalog, certifications, and solutions to address the latest IT developments, including cloud, IoT, software, and esports, so that we can continue to meet the evolving needs of the City of Mesa and OMNIA Partners Participating Public Agencies. In addition, we have dedicated CDW•G resources aligned to these solution areas to help the City of Mesa and OMNIA Partners Participating Public Agencies understand and implement them.

Moving forward, we expect the landscape in which we compete to continue to evolve as new technologies are developed, and we will continue to evolve with those technologies. As a

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testament to our dedication to innovation, CDW received CRN's 2023 Internet of Things (IoT) Innovators Award; this annual program honors North American solution providers that recognize the enormous potential of IoT, have integrated cutting-edge technologies into their portfolio, and are driving IoT innovation forward. CDW•G will continue to invest, organically and inorganically, in high-growth solutions and services capabilities so that we can continue to meet the needs of the City of Mesa and OMNIA Partners.

CDW•G understands that the City of Mesa and OMNIA Partners Participating Public Agencies change and shift over time, and we are willing to change as technology changes.

Sourcing Products and Building OEM Relationships

CDW•G has relationships with more than 1,100 leading manufacturers. When CDW•G doesn't have a direct relationship with an Original Equipment Manufacturer (OEM), we leverage our vast distribution network (i.e., Arrow, Synnex, Ingram Micro, a diverse partner, and more) to source a product request. As such, should the City of Mesa and OMNIA Partners identify a product we do not currently provide, we will work to ensure you get what you need.

Additionally, our Product and Partner Management team is dedicated to onboarding new OEMs and partners. This team works proactively to identify customer-leveraged OEMs to onboard into our ecosystem of partners. If a product is out of stock in CDW•G distribution centers, CDW•G can leverage our local and national distribution network; if the product is in stock in the distribution network, CDW•G can generally secure product(s) from our local distribution network within 24 hours.

Our sales staff and engineers are in steady communication with customers regarding their needs and vendor partners regarding changing product lines and new offerings.

Ability to Adapt

CDW's market position, financial strength, and demonstrated agility enable us to deliver value that transcends helping our customers to meet short-term IT objectives. We are with our customers in good times, but we are also there to help them navigate difficult circumstances and unprecedented challenges.

We are relentlessly devoted to helping our customers meet the challenges related to resolving their technology needs. One way we achieve this is through our agility in adapting to the unexpected, such as during the earliest stages of the COVID-19 crisis. Because CDW•G plays a critical role in continuing to supply IT products and services to our public sector customers, we prioritized a strategic response that would ensure our customers' needs were met in the face of a significant strain on the global supply chain. We worked closely with our manufacturer partners to identify product recommendations based on projected availability. At the same time, we maintained focus on the well-being of our communities and helped our customers navigate a rapidly changing environment. We implemented stringent safety measures in our distribution centers in order to maintain business continuity while prioritizing the well-being of our coworkers. Due to our having two distribution centers in different portions of the country, we are able to maintain our supply chain in the event one of those centers goes down for any reason.

For example, when a customer needed to quickly deploy device rollouts to enable distance learning, they leaned on CDW•G to scope, design, and ship solutions in quick order. When the facilities expecting these shipments were closed without advance warning, CDW•G worked closely with the 17 colleges and universities to reroute packages and ensure the essential deliveries were received. Our teams successfully rerouted hundreds of shipments. As the

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situation continued to evolve, our teams remained in contact with our carrier partners to provide updates and continued to leverage member input and requirements to inform our company-wide strategic buying decisions.

CDW•G's unmatched product and solutions offerings, coupled with an unrivaled partner network of leading manufacturers and diverse businesses, enable us to give the City of Mesa and OMNIA Partners Participating Public Agencies a partner that can adapt to any scenario, both in the short- and long-term.

Blended Distribution Model

A significant advantage that differentiates CDW•G in the marketplace is our ability to deliver the right products at the right value, right when you need them. Many of our competitors rely on what we refer to as "virtual warehouses." These resellers are entirely reliant on their distribution and OEM partners for packaging and shipping customer solutions. This virtual warehouse model introduces extended lead times and uncertainty in sourcing and supply chain security. At CDW•G, we have blended the best of our OEMs and distribution partners' fulfillment capabilities with our own distribution centers to optimize quick and accurate fulfillment. Our same-day fill rate typically varies between 97% and 99% for credit-approved orders with in-stock products.

Public Sector Expertise

We have more than 30 years of extensive experience providing solutions to public sector customers across segments (federal, education, state and local). Our parent company, CDW LLC, was established in 1984, and CDW•G was established in 1998 to better serve our federal, state and local, and education customers. Public sector business comprised roughly 36% of our total annual revenue in 2022. We maintain over 1,000 contracts in order to serve these customers efficiently and compliantly. Our portfolio demonstrates widespread adoption and relevance, with customers actively transacting across all 50 states.

Under the new contract, we will continue these efforts, with targeted account planning in collaboration with the City of Mesa and OMNIA Partners to expand the contract footprint to small, middle, and large entities.

Litigation, Bankruptcy, and/or Reorganization

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

As of the date of submission, there are no known present or past litigation, bankruptcy, or reorganization involving CDW•G.

Felony Convictions

K. Felony Conviction Notice: Indicate if the supplier

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

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

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

CDW•G is a publicly held company and this reporting requirement is not applicable.

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Debarment or Suspension

L. Describe any debarment or suspension actions taken against supplier

As of the date of this submittal, CDW•G certifies that to the best of its knowledge and belief, CDW•G has not been listed by any federal or state authority as debarred or suspended.

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3.2 DISTRIBUTION, LOGISTICS

Products and Services – Overview

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

CDW•G offers everything the City of Mesa and OMNIA Partners Participating Public Agencies' IT operations could possibly need – from enterprise-wide services to mouse pads and full turn-key solutions. The depth and breadth of products, services, and solutions CDW•G offers allows the City of Mesa and OMNIA Partners Participating Public Agencies to streamline procurement and increase efficiency by reducing the time and effort of managing multiple contracts. And as technology changes and your needs grow, so do we.

Commitment to Innovation

CDW•G has stayed in line with emerging technologies for more than 20 years. Keeping up with those technologies, such as collaboration solutions, cloud, mobility, and virtualization, has been a major aspect of our ability to grow as a company. We have actively expanded our catalog, certifications, and solutions to address the latest IT developments, including cloud, IoT, drones, and esports so that we can continue to meet the evolving needs of the City of Mesa and OMNIA Partners Participating Public Agencies. In addition, we have dedicated CDW•G resources aligned to these solution areas to help the City of Mesa and OMNIA Partners Participating Public Agencies understand and implement them.

Moving forward, we expect the landscape in which we compete to continue to evolve as new technologies are developed, and we will continue to evolve with those technologies. As a testament to our dedication to innovation, CDW received CRN's 2023 Internet of Things (IoT) Innovators Award; this annual program honors North American solution providers that recognize the enormous potential of IoT, have integrated cutting-edge technologies into their portfolio, and are driving IoT innovation forward.

Sourcing Products and Building OEM Relationships

CDW•G will continue to invest in high-growth solutions and services capabilities so that we can continue to meet the City of Mesa and OMNIA Partners Participating Public Agencies' needs. Should CDW•G not have a direct relationship with an OEM, we have been successful in utilizing our vast distribution network (i.e. Arrow, Synnex, Ingram Micro, and more) to source a product request. As such, should the City of Mesa and OMNIA Partners Participating Public Agencies see a product we do not currently have, we will work to ensure you get what you need. Additionally, our Product and Partner Management team is dedicated to onboarding new OEMs and partners and works proactively to identify customer-leveraged OEMs to onboard into our ecosystem of partners. If a product is out of stock in CDW•G distribution centers, CDW•G can leverage our local and national distribution network; if the product is in stock in the distribution network, CDW•G can generally secure product(s) from our local distribution network within 24 hours.

Our sales staff and engineers are in steady communication with customers regarding their needs and vendor partners regarding changing product lines and new offerings. CDW•G is in

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touch with industry leaders on many levels, and we have ready access to sources that review and rate current products and industry trends.

Acquisitions

Since CDW•G's last proposal to the City of Mesa and OMNIA Partners Participating Public Agencies, we have invested in several meaningful acquisitions that have enhanced our already comprehensive offering even further. Our acquisitions contribute to our ability to continue to meet the evolving needs of our customers. These acquisitions contributed to our being recognized by Frost & Sullivan with the 2022 Global Customer Value Leadership Award for the second year in a row. Frost & Sullivan presents this award to the company that demonstrates excellence in implementing strategies that proactively create value for its customers with a focus on improving the return on the investment that customers make in its services or products. An overview of our acquisitions over the last four years is as follows:

2019	In October 2019, CDW acquired Aptris, Inc., a distinguished IT service management solutions provider and ServiceNow Elite Partner. Aptris' talent and expertise further expanded our services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to the City of Mesa and OMNIA Partners Participating Public Agencies.
2020	In July 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development, and data orchestration capabilities; this acquisition allows us to continue to provide highly technical solutions to our customers. In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner, and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation, allowing us to provide more robust ServiceNow system integration services to our customers.
2021	In March 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K-12 and Higher Education markets. This acquisition strengthens our Education practice so that we can continue enabling and empowering schools to leverage innovation. In August 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. Acquiring Focal Point has added more resources for CDW•G to better deliver security solutions and services within four areas: Identity and Access Management, Cyber Security and Data Privacy, Cyber Workforce Development, and Risk Consulting. Significantly, Focal Point Academy is the longtime leader in cyber workforce development. This acquisition has propelled CDW to become the largest Security Integrator in North America. In December 2021, CDW completed our acquisition of Sirius Computer Solutions. Our acquisition of Sirius combines our full-stack expertise with Sirius's broad portfolio of solutions and a team of experts with more than 5,500 professional and technical certifications who specialize in Business Innovation, Digital Infrastructure, Cloud, Security, and Managed Services.
2023	In February 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in staff augmentation, information security, cloud

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computing, networking, and infrastructure. Our acquisition of Locus enhances our staff augmentation practice so that we can continue to provide cost-effective resources to support our customers' needs.

In June 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services, helping us better solve customer challenges and deliver meaningful outcomes through innovative technical solutions.

Partners

As one of the largest value-added resellers (VAR), CDW•G has established strong working relationships with the major suppliers in the technology industry. We maintain these relationships in order to provide the best products, services, and support to our customers. We offer more than 100,000 products from more than 1,100 different manufacturers and software publishers. Our top partners have full-time representation at our sales offices to facilitate requests for information and assist with designing the best possible solution.

Many manufacturers choose CDW•G as their primary reseller because of our vast distribution network and the value-added services that we provide to our customers. CDW•G invests heavily in the training and certification of our account managers and technical staff. We work closely with our vendor partners to remain current with the latest technologies and to deploy and manage those technologies in customer environments. We have received awards and recognition from our manufacturer partners for developing and delivering exceptional solutions. Specific insight into some of our partnerships is provided below:

Microsoft

As one of only a select group of Microsoft Cloud Solution Providers (CSP) with all solution designations, CDW•G has the expertise you need to get the most out of your Microsoft products. We work closely with Microsoft to ensure that our solutions are cohesive; you get the whole bundle (licenses, migrations, modernizations, automation, and management) directly through CDW•G, which saves you time and money. With deep implementation experience across Microsoft's portfolio of hardware, software, and the cloud since our partnership began in 1999, we are the right partner for delivering Microsoft solutions.

We are a certified Azure Expert Managed Service Provider with expertise in end-to-end cloud lifecycle management, including assessing, migrating, building, deploying, optimizing, and efficiently managing business solutions on Microsoft Azure.



We have earned all 6 of Microsoft's Solution Designations and are now among the elite Microsoft partners certified with the Microsoft Solutions Partner Designation for Microsoft Cloud. In 2022, we received the following awards:

- US Device Partner of the Year
- Surface Customer Adds Award Winner

Google

We are a Premier Google Partner. Together, Google and CDW•G bring you the best of Google solutions to grow and support your modern workforce. We are one of only four Google partners certified with Google CCAI expertise along with having three of the world's 66 Google Cloud Fellows on staff. In 2023, we received the following awards:

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- Partner of the Year in the Expansion category for its success in helping customers achieve better results through Google Workspace
- Partner of the Year in the Specialization category for excelling in the Education sector and delivering positive customer outcomes

Oracle

We are an Oracle Gold Partner. Our exceptional coverage, relationships, integration, asset management tools, image loads, and streamlined procurement processes allow us to be a trusted advisor on Oracle for the City of Mesa and OMNIA Partners Participating Public Agencies, making it easier to get the Oracle expertise and services needed to provide you with complete Oracle solutions.

Apple

As a Diamond Elite partner, we had a very successful, established relationship with Apple. Apple products and services combined with our legendary logistics and services capabilities offer the City of Mesa and OMNIA Partners Participating Public Agencies improved profitability and employee productivity while simplifying IT overhead and lowering overall costs.

Note: Only Apple is allowed to sell Apple products to K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve the City of Mesa and OMNIA Partners Participating Public Agencies K-12 customers.

Dell

CDW•G has complete access to all of Dell Technologies and Dell EMC's product lines, selling the entire Dell product portfolio of client devices, displays, accessories, software, data storage, server, networking, and services. This portfolio includes RSA® and VMware®. With over 90 onsite CDW-badged dedicated resources and 250 Dell Technologies-badged resources, the Dell and CDW relationship is stronger than ever and suited to meet and configure all customer IT needs.

HP

We have strong partnerships with both HP Inc. (HPI) and Hewlett Packard Enterprise (HPE); as a Platinum Partner, we have the experience and expertise to help the City of Mesa and OMNIA Partners Participating Public Agencies design the best solution.

This last summer, we received the following awards:

- 2023 Global Solution Provider of the Year
- 2023 North America Solution Provider of the Year
- 2023 Consulting Partner of the Year by Zerto, a Hewlett Packard Enterprise company.

IBM

We are a Diamond Elite IBM Partner and have been providing IBM solutions for over 25 years. Our IBM-dedicated team consists of nationwide sales, technical, and marketing experts. As an IBM Platinum Business Partner, CDW•G is authorized to sell IBM solutions – from servers and storage to software and technical services. CDW is the leading IBM Security software reseller in the United States.

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Lenovo

Our strong partnership with Lenovo is a benefit to our customers, who receive top-quality Lenovo products quickly and efficiently. We are currently the largest Direct Response Channel Partner of Lenovo products.

Panasonic

CDW•G is a Panasonic Diamond-level partner and member of the Panasonic Authorized Reseller Program, authorized for computers and tablets, projectors, professional displays, scanners, and presentation technologies. CDW•G is Panasonic's largest Toughbook computer reseller in the channel.

Cisco

We are a Cisco Gold Certified Partner. We have attained the broadest range of expertise across multiple technologies, and we are Cisco's Largest US National Direct Integrator Partner. In November 2023, Cisco recognized us with the following awards:

- Data Center Partner of the Year (Global)
- Cisco Capital Partner of the Year (Americas)
- SMB Partner of the Year (Americas – US)
- USA Partner of the Year (Americas – US)
- Area Partner of the Year (US – Central)
- Commercial Partner of the Year (US – Central)
- Enterprise Networking Partner of the Year (US – Central)
- SMB Partner of the Year (US – Central)
- South Enterprise Partner of the Year (US – Central)
- Enterprise Networking Partner of the Year (US – East)
- Federal Intelligence Partner of the Year (Federal)

Please note that we excluded our Canada, European, and UK awards from this list.

Juniper Networks

We are an Elite Partner with Juniper Networks; we have 100+ accreditations and 10+ certifications, including the Enterprise Routing & Switching Specialization and the Mist AI Specialization.

ExtremeNetworks

CDW•G is an ExtremeNetworks Diamond Partner. We have specializations in Security & Access Control, Cloud, Management & Automation, Data Center, ExtremeWireless, and ExtremeSwitching.

Netgear

Together, CDW•G and Netgear provide high-performance switching, wireless, and security solutions. We are authorized to sell Netgear Business, as well as Wi-Fi and networking solutions, switching, AV, remote management, and more.

Additional Partners

For your convenience, we have provided our line card that includes our full list of 1,100+ partnerships in Appendix 2.

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Product Offering

CDW•G's ability to provide product operating system license, software media, and documentation in the hardware shipment depends on the solution and the OEM; as such, we will comply with the specifications outlined in the product description as listed.

Software

a. Software: National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.

CDW•G is pleased to offer software solutions and applications from leading manufacturers, including Microsoft, Google, and Oracle, among many others; please see our Line Card at the end of this section labeled Appendix 2 for a full list of our partnerships; CDW•G has developed close partnerships with more than 300 of the industry's leading software publishers.

Software and Information Industry Association Membership

We are a member of the Software and Information Industry Association (SIIA). SIIA is the principal trade association for the software and digital content industry. It recognizes companies that demonstrate software industry leadership and good corporate citizenship. SIIA Certified Software Reseller (CSR) status is awarded based on the accuracy and completeness of the record-keeping process. We are one of only four resellers with SIIA certification. There is a distinct customer advantage to our membership in the SIIA: in the event that the City of Mesa and OMNIA Partners Participating Public Agencies are audited by the SIIA, an invoice from CDW•G serves as proof of ownership.

Software Products and Solutions

An overview of our software offering includes, but is not limited to, the following:

- Business Applications
  - Application Suites
  - Document Management
  - Reporting and Data Analytics
- Education
- Graphics and Design
- Networking and Servers
  - Data Archiving
  - Network Management
  - Storage Networking
- Operating Systems
- Communication
- Programming and Web Development
- Security
  - Authentication
  - Endpoint Security
  - Firewalls
- Utilities
- Virtualization

We are an industry leader when it comes to enabling customers to modernize their environment through the combination of speed and direction.

While contemporary technologies can be beneficial, if executed incorrectly, they can also quickly lead to overlap, confusion, and sprawl. Our team can help the City of Mesa and OMNIA Partners Participating Public Agencies leverage existing technology investments while integrating modern solutions and tools. With the help of CDW•G, the City of Mesa and OMNIA Partners Participating Public Agencies can create simplified outcomes that are easy to manage and fiscally beneficial. Our team delivers full-stack, modern infrastructure and software delivery

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focused on cloud native and hybrid-cloud adoption. Key practice areas include, but are not limited to, the following:

- **Advanced Infrastructure and Hybrid IT:** Consulting and delivery services for modern data center architecture, networking, servers, virtualization, and container and cloud platforms.
- **Full Stack IT Automation & Orchestration:** Consulting and delivery services in modern concepts for systems automation, infrastructure-as-code (IaC), and configuration management from physical network and servers to cloud.
- **Systems Integration & Software Engineering:** Consulting and delivery services in modern software development and delivery, web development, mobile development, distributed systems, microservices, and serverless environments.
- **DevOps:** Consulting and delivery services in DevOps, cultural assessments, organizational redesign, continuous integration/continuous deployment (CI/CD), and modern software delivery.

Software Services

In addition to our comprehensive software application and solution offering, CDW•G also has a variety of services to help you with your software needs. CDW Software Services takes a pre- and post-sales consultative approach to help you manage the assessment, validation, deployment, and management of software assets through every stage of their lifecycle. Our Total Software Management solution provides everything you need to make every step of software management simple and effective. CDW•G has everything the City of Mesa and OMNIA Partners Participating Public Agencies need to begin exploring software options, including, but not limited to, the following:

- Extensive knowledge of the software industry and publishers
- Insight into the latest trends and products
- Decades of experience in enhancing software environments
- Comprehensive process to review goals and technical requirements
- A comprehensive portfolio
- Expertise in cloud apps

Our software experts will identify your current license position and renewal timeline, as well as provide a review that is easy to understand so that you can maximize returns on your software investment. Our review helps you organize and track software, prepare for purchases, and educate teams about the software infrastructure. The review:

- Determines whether current agreements fit your needs
- Identifies opportunities for agreement consolidation
- Shows when your agreements are up for renewal

Our long-standing partnerships with top software vendors give us a deep understanding of each one's unique licensing requirements. CDW•G is committed to maintaining the highest level of knowledge and expertise surrounding software solutions. We will leverage our close partner relationships and continue to invest in our workforce to ensure we stay in front of the ever-changing landscape within this area.

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Success Story – Local Community-Development Services

Background

This local government entity sought assistance for their IT licensing renewals and assistance in guiding their organization through the intricacies of software licensing agreements. The customer contacted CDW•G to assist with their upcoming renewals, help manage their software licenses, maintain compliance, and optimize costs.

Solution

CDW•G has a thorough process to ensure that the customer's needs were met. This engagement included a detailed evaluation, careful planning, negotiating with vendors, finding cost-effective solutions, minimizing risks, and keeping meticulous records. Not only did this approach meet the customer's immediate licensing requirements, but it also had long-term advantages in terms of regulatory compliance, cost reduction, and resource management.

Outcome

With the help of CDW•G, the customer was able to renew their essential software licensing on time, ensuring uninterrupted access to critical resources. This positions them to manage IT resources effectively and allocate budgets efficiently.

In the end, the customer's CDW•G team provided expertise on licensing models, negotiation strategies, and industry standards to ensure compliance, prevent legal complications, and reduce expenses.

Software Value-Added Services for the City of Mesa and OMNIA Partners Participating Public Agencies

CDW•G does not compete on price alone. As a vendor-neutral solutions provider, assisting with presales recommendations is one of our strong suits. We are the number one reseller to many of our vendor partners, such as Microsoft, VMware, and Adobe. Therefore, we have the expertise, experience, and resources to provide the best solution for the City of Mesa and OMNIA Partners Participating Public Agencies. Our close relationships mean that we receive competitive price offers and timely notifications regarding product changes. This allows the account team to keep the City of Mesa and OMNIA Partners Participating Public Agencies appraised of new product releases, version changes, and price changes, all of which affect how you purchase software.

CDW•G offers the City of Mesa and OMNIA Partners Participating Public Agencies the following value-added services:

- Assessments
  - Software License Review
  - Demonstration Labs (such as our Microsoft Experience Center)
  - Virtualization Assessment
  - Security Threat Check
  - One-to-One Readiness
- Trial License Key Codes
- Educational resources and important notifications, including email notifications, webinars, CDW's Solution blog, Software Simplified, and White Papers, among others
- Software purchase reports

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- Available software promotions
- Sponsored vendor events designed to keep the City of Mesa and OMNIA Partners Participating Public Agencies in the know of industry trends

Licensing Strategy Consultation

- Current licensing assessment
- Analysis of current and future needs
- Discussion regarding procurement preferences
- Multiple quotes for side-by-side comparison

Ongoing Licensing Strategy Sessions

- New products
- Software Assurance benefits utilization
- Changes in licensing structure
- Future procurement planning

Quarterly and Ad Hoc Reporting

- Help for managing maintenance agreements
- Reminders for expiration-sensitive products
- Analysis of options for coterminous agreements
- Comprehensive online reporting of all software purchases from CDW•G

Customized Procurement Plan

- Multi-year license procurement roadmap

License Agreements

- Provide for the City of Mesa and OMNIA Partners Participating Public Agencies Education on License Agreement Terms & Conditions
- License Agreement setup and processing

Our expertise extends to everything from the evaluation process and technology planning to software purchasing and the contract management tasks ahead. CDW•G is committed to coordinating the resources needed to provide helpful insight on right-fit options for your specific needs. In fact, we have over 320 coworkers specifically dedicated to Software Licensing, Solutions, and Services.

We believe the City of Mesa and OMNIA Partners Participating Public Agencies will find that our business model provides one of the best values that the industry has to offer for licensed software. Our resources and our value-added tools provide the City of Mesa and OMNIA Partners Participating Public Agencies with the pricing and partnership that you deserve and make procurement easier. We have the best-in-class solution today, but we will continue to evolve in order to maintain our leadership role, expand and enhance our value proposition, and better serve the City of Mesa and OMNIA Partners Participating Public Agencies.

Success Story: Local Government Entity

Background

In 2022, this local government entity transitioned from on-premise technology solutions to the cloud and required continued guidance to understand the solutions, licensing support, and help to educate their end-users. The customer wanted a partner to help evaluate their current

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license entitlements and solutions to fit user profiles. Their top priorities were to reduce costs and improve end-user satisfaction.

Engagement and Solution

We have managed the customer's Microsoft Enterprise Agreement (EA) for the last six years and conducted regular communication and quarterly business reviews to stay in touch with the customer's needs. As a part of the year 1 true-up process, we engaged the customer to review licensing and end-user functionality requirements.

To help this customer meet their goals, we provided them with cost analysis and guidance for Microsoft M365 E3, E5, and F3 products in addition to on-premise server products, including SQL and Windows Servers.

Outcome

CDW•G's engagement helped the customer to consolidate their licenses and achieve cost savings by requesting reductions on cloud licenses prior to their two-year anniversary and replacing them with M365 E3. By educating the customer on license compliance and options to Step-up, this local government entity recognized significant cost-savings. Ultimately, the customer greatly appreciated CDW•G's contribution and has recognized an enhanced Microsoft experience overall.

Personal Computer Systems

b. Personal Computer Systems: National brand name desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo, Panasonic, and Toshiba. Product will include the operating system license, software media and documentation in the hardware shipment.

CDW•G's broad array of offerings includes desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise and Middle Tier contractors. We are authorized to sell the various partners' full suites of products: Apple, Dell, Hewlett Packard (HP), IBM, Lenovo, and Panasonic, among many others.

Desktops

Desktop computers come in all shapes and sizes and are used for tasks ranging from web browsing to high-resolution media creation, and CDW•G offers products to meet any need. We offer All-in-One computers, Mini PCs, Thin Clients, Towers, Workstations, and more. Our selection includes popular brands, including, but not limited to, HP, Dell, Lenovo, Acer, Asus, Apple, among others. Additionally, the City of Mesa and OMNIA Partners can buy desktops pre-built or parts can be purchased and assembled in the configuration of your choosing; desktops can be upgraded or customized to grow alongside your needs as a user.

Laptops & 2-in-1s

When you need the power of a desktop but lack the space, laptops are an excellent solution for mobile computing. 2-in-1 computers are another powerful portable solution because, while similar to laptops, these devices can function as tablets and benefit from the integration of touchscreen displays or drawing accessories in some models. CDW•G has a wide range of laptops and 2-in-1s computers ready to meet any of your needs, including, but not limited to, those from Acer, Dell, HP, Microsoft, Panasonic, and more.

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Tablets

Sometimes, both desktops and laptops may be too large for a particular space. Tablets are versatile devices that can perform many of the same tasks as their counterparts but in an easily transportable package. When combined with peripherals such as dedicated keyboards or additional displays, tablets can further blur the line between themselves and their desktop counterparts. We offer tablets from popular brands like Apple, HP, Lenovo, Panasonic, Samsung, and more.

Success Story: Large Device Rollout for the US Census Bureau

Background

When the US Census Bureau wanted to increase security and accessibility for the last Decennial Census, the Bureau trusted CDW•G.

The Census Bureau had a short-term need for mobile devices to enable a workforce to accurately capture data about America's people and its economy. Secure and easily accessible, the ideal device would utilize satellite technology to help field workers visualize each neighborhood.

We compared manufacturers to determine which could provide the most reliable, cost-effective technology. The products that best suited the Bureau's needs and those that were recommended to the customer included the Apple iPhone and a lightweight Dell laptop with a custom case and adjustable straps.

CDW•G was responsible for acquiring the devices, provisioning and configuring them, and getting them to the Census Bureau's local offices.

Outcome

Our service model offered the solution on a subscription basis to keep costs predictable and ensure mission alignment. In addition to overall program management, CDW•G offered mobile devices and accessories, custom device configurations, equipment staging, kitting, imaging, and inventory management. Our offerings also included wireless services from multiple cellular carriers, nationwide deployment, user help desk and field support, secure asset management, and device decommissioning and disposition when data collection concluded. CDW•G could quickly redeploy assets if there were any personnel changes. Approximately 60,000 laptops, 350,000+ iPhones, and 25,000 iPads were issued under management.

Our state-of-the-art distribution and configuration centers provided logistical agility and flexibility while demands fluctuated. Together, we simplified the Bureau's processes and increased efficiency while remaining secure. Read more about this story here.

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Standard Business and High End Workstations

c. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

d. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

CDW•G's standard business and high end workstation offering allows the City of Mesa and OMNIA Partners Participating Public Agencies to experience professional-grade performance with our selection of solutions. Our offering includes solutions designed to handle any task, including creating projects and application development.

CDW•G offers workstations with processor speeds of 1.1GHz all the way up to 5.6GHz with hard drive capacities ranging from 256 gigabytes to 8 terabytes. Brands include, but are not limited to, Apple, BOXX, Dell, HP, Lambda, Lenovo, and more.

Laptop Computers and Notebooks

e. Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

CDW•G's product portfolio includes laptop computers, 2-in-1 laptops, notebooks, port replicators, docking stations, and more from leading manufacturers, including Acer, Dell, HP, Lenovo, Microsoft, Panasonic, Samsung, and others. An overview of our offering includes, but is not limited to, the following:

Windows Laptops

We offer a wide selection of Windows-based laptops; Windows laptops have many powerful tools integrated into the operating system that are uniform across various businesses.

MacBooks

Apple products, specifically MacBooks, are among the most popular laptops globally for both students and professionals. These devices are a perfect hybrid of aesthetics and performance and have robust and powerful software that is standard in each machine. MacBooks also effortlessly pair with other Apple products, such as iPhones or Apple Watches, to maximize the performance of each device.

Note: Only Apple is allowed to sell Apple products to K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve the City of Mesa and OMNIA Partners Participating Public Agencies.

Chromebooks

Chromebooks are excellent alternatives that function using applications hosted on the internet. This way, the cost of Chromebooks can remain affordable without sacrificing functionality. CDW•G has a large selection of devices that can meet the City of Mesa and OMNIA Partners Participating Public Agencies' diverse needs.

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Ultrabooks

Ultrabooks are powerful laptops that are slim in size but feature industry-leading technology geared towards pushing performance to the absolute maximum. Ultrabooks are also an excellent choice for any design or media-based work. Their robust components allow for maximum performance in multiple locations.

Network Equipment

f. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

CDW•G's broad array of offerings includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces, and fiber channels. The class of equipment that we offer includes home office, small and medium business, and enterprise. We are authorized to resell from more than 1,100 leading manufacturers, including, but not limited to, Cisco, Dell, Juniper Networks, HP, Extreme Networks, and Netgear. CDW•G will work with the City of Mesa and OMNIA Partners Participating Public Agencies to determine the best networking equipment to meet each of your needs.

An overview of our network equipment product offering includes, but is not limited to, the following:

- Network Adapters
  - Ethernet Adapters
  - Host Bus Adapters
  - Transceiver Modules
- Network Management
  - Console & Device Servers
  - Load Balancers
  - Network Management Devices
  - Network Testing
  - Print Servers
- Network Security
  - Firewalls & VPN
  - Security Appliances
  - Security Tokens
- Security Cameras & Surveillance
  - Proximity Cards & Readers
  - Security Cameras
- Routers
  - Wireless Routers
  - Cable & Phone Routers
  - Router Modules and Accessories
  - Data Routers
  - Security Routers
  - SD-WAN
- Switches
  - Ethernet Switches
  - Fiber Channel Switches
  - Modular Switches
- Wireless Access Points
  - Indoor/Outdoor
  - Enterprise
  - Mesh

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Monitors

g. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

CDW•G's product portfolio offers a variety of monitor solutions, including plug-and-play compatible monitors. Should the City of Mesa or any OMNIA Partners Participating Public Agency have specific UL or OSHA requirements to meet, we will work with you to determine the best products that meet your needs, requirements, and budget.

CDW•G understands that the right computer monitor or display can make all the difference. No matter the purpose, we get that a good monitor is important to you. CDW•G offers a wide range of monitor and display types with response times of less than 2 ms and 4k resolution. Plus, we partner with all the top monitor brands, including Acer, ASUS, HP, Lenovo, LG, MSI, ViewSonic, and many more.

Computer Monitors

Computer monitors are an integral part of any setup. For design and media-specific industries, high-resolution monitors are a must and need to be paired with an adequate graphics card. Other display solutions, such as business computer monitors, are capable of standard office tasks such as word processing or web browsing. No matter what you need a display for, CDW•G has a large selection of computer monitors from industry-leading brands and manufacturers. We are committed to working with you to determine what suits your needs.

Large Format Displays

One of the most powerful tools for a modern business is the implementation of large-format displays. Everything from adaptive menus to digital signage and anything in between can quickly be displayed or adjusted on these large screens. Devices such as smart boards have changed the educational landscape and make lessons and presentations more accessible and diverse than ever before. For advertising, these displays save money and significantly reduce paper waste and the City of Mesa and OMNIA Partners Participating Public Agencies' environmental footprint.

Monitor Accessories

CDW•G experts can help the City of Mesa and OMNIA Partners Participating Public Agencies determine which accessories will work best for you and how they can improve your setup. Monitor accessories like mounts or privacy screens allow you to maximize productivity in any location. Other accessories like specific cables or adapters work to ensure any device can interface and work with any monitor.

Projectors

In addition to a large selection of monitors and accessories, CDW•G also offers projectors. While not technically monitors, projectors are a common form of computer display that allow the City of Mesa and OMNIA Partners Participating Public Agencies obtain display sizes far more extensive than any screen. These large-size displays are perfect for video conferencing with groups, work presentations, staff meetings, or even community events in the park. We offer interactive projectors, large venue projectors, office projectors, as well as projector accessories, from leading brands such as Epson, Sony, LG, and more.

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Computer and Network Products, Peripherals, Accessories, and Components

h. Computer and Network Products, Peripherals, Accessories, and Components: Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.

With a product portfolio that includes 100,000+ products, CDW•G can meet the needs of the City of Mesa and OMNIA Partners Participating Public Agencies. We are pleased to offer the items you need, including, but not limited to, RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, and more.

Our product offering for this category includes, but is not limited to, the following:

Cables

- Audio & Visual Cables
- Cable Management
  - Cable Organizers
  - Clips
  - Cable Ties
  - Desk Cable Solutions
- Cables & Connectors
  - Cable Connectors
  - Power Cables
- Ethernet Cables
  - Cat 6 Cables
  - Fiber Optic Cables
  - Network Cables
- Monitor Cables & Adapters
- USB Cables & Adapters
  - USB Adapters
  - USB Cables
  - UB Hubs

Computer Accessories

- Computer Components
  - Computer Memory
  - CPUs
  - Motherboards
- Computer Monitors
- Docking Stations & Port Replicators
- Keyboards & Mice
  - Keyboards
  - Keyboard & Mouse Bundles
  - Mice
- Laptop Accessories
  - Laptop Batteries
  - Laptop Chargers & Adapters
  - Laptop Memory
  - Carrying Cases
- Monitor Accessories
  - Monitor Cables & Adapters
  - Monitor Mounts
  - Privacy Screens
- Tablet Accessories and Cases

Electronics

- Cameras & Video Cameras
  - Cameras
  - Drones & Accessories
  - Video Cameras
- Cell Phones & Accessories
- Smartwatches
- STEM & Robotics
  - Beginner to Advanced Kits
  - STEM Tools and Accessories
- TV & Video

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    - Cell Phones
    - Cell Phone Cases
- Headphones
- Microphones & Audio Systems
- Phones & Phone Accessories
    - Conference & Speaker Phones
    - Landline Phones
    - VoIP Phones
    - Streaming Devices
    - TV Accessories
    - TVs
- Video Conferencing
    - Conference Room Cameras
    - Video Conference Systems
- Webcams

Power

- Battery Backups
    - UPS Accessories
    - UPS Battery Backups
    - UPS Battery Replacements
- Computer Accessories
    - Laptop Chargers & Adapters
    - Power Supplies
- Power Management
- Power Strips & Surge Protectors
- Racks & Enclosures
    - Air Distribution & Cooling
    - Rack Accessories
    - Racks & Cabinets

Storage & Hard Drives

- Drive Arrays
    - Duplicators
    - Flash Arrays
    - Hard Drive Arrays
- Hard Drives
    - Internal Hard Drives
    - External Hard Drives
- Storage Media
    - DVD & Blu-Rays
    - Tape Cartridges
- Storage Mounts & Enclosures
- USB Flash Drives

Information Technology/Educational Furniture

i. Information Technology/Educational Furniture: Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.

CDW•G offers Information Technology and Educational Furniture to the City of Mesa and OMNIA Partners Participating Public Agencies. We offer furniture design, delivery, and installation, along with services that are included with the OEM offering, which may include parts, maintenance, repair, and replacement. We offer a variety of information technology and educational furniture from leading manufacturers, including Varidesk and Ergotron, that can meet the needs of customers ranging from small local government to the largest university system. CDW•G offers IT and educational furniture, including, but not limited to, sit and stand desks, office chairs, workstations, desktop accessories, ergonomic accessories, mounting hardware, printer and scanner accessories, as well as office basics and tools, calculators, document scanners, document cameras, charging carts, and more.

Classroom Design

Whether the City of Mesa and OMNIA Partners Participating Public Agencies are creating a space that supports individual study, large group work, or putting together makerspaces for

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STEM/STEAM students, the possible classroom layouts and technology configurations are endless. Whatever you're trying to achieve, CDW•G can make IT happen.

In fact, CDW Blueprint to Design® is an ideal tool to help districts, schools, and teachers reimagine their classrooms and building space to maximize learning outcomes. The program was created in 2017 and helps educators navigate the addition of classroom IT products and technology, alongside stationary and modular classroom furniture, and create collaborative learning environments. Since then, more than 900 K-12 schools and universities have participated in the program.

Our Education Strategists, teamed with our CDW•G Solution Architects and Account Team, work together to help educators figure out the best classroom design for their space, ensuring space maximization aligned with the desired purpose. Since CDW•G is vendor-neutral and has an extensive product offering, we recommend the best vendor for that given classroom, school, or district.

Success Story: Rochester City School District

Background

Leaders of Rochester City School District (RCSD) came to a few important conclusions several years ago: they needed to modernize instruction, they wanted education to be engaging and interactive, and redesigned learning spaces would be a big piece of the puzzle. Like many innovative schools, RCSD envisioned a classroom with comfortable seating, modular furniture to suit variety of instructional needs, and technology that includes mobile devices, Wi-Fi, and digital displays. To create the proof of concept, the district turned to CDW's Blueprint to Design.

Engagement and Solution

RCSD leaders met with CDW•G Account Managers and an Educational Strategist to discuss their objectives. The CDW•G team shared those findings with designers, who created several choices for RCSD to review, including full-color, 3D renderings. The district also wanted flexible furniture and a variety of seating for all grade levels.

District leaders were impressed with CDW•G's design work, and once they settled on a plan, they built a 25-by-24-foot modern classroom that is stylish, colorful, and airy. In one configuration, two sets of curved desks are arranged in a circle, so students can work individually or in groups. RCSD also equipped the room with a cart of 30 Chromebooks, fast Wi-Fi through a Cisco Systems access point, a MakerBot Replicator 3D printer, and table-level charging stations. Two 75-inch Triumph interactive flat-panel displays hang on the walls, flanked by a table and soft-cushioned, rainbow-colored stools.

Students roam around the classroom to collaborate and problem-solve. They use Chromebooks, but they also use pencil and paper. Every desktop doubles as a dry-erase board, so students can jot notes and sketch on their desks.

Outcome

Rochester's new modern classroom has garnered rave reviews from students and teachers. The room hosts fifth graders from around the district for internet safety and digital citizenship classes. Older students use the space after school for online credit recovery.

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As district leaders hoped, the classroom has inspired educators to reimagine other learning environments, including libraries and makerspaces. Read more about how CDW•G helped RCSD design a custom learning environment here.

Services Offering

j. Services: Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW Note: All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.

CDW•G provides the required services listed above with insight into each throughout the remainder of this section. Our full-stack engineering services team focuses on digital transformation – from code and applications to cloud, data, and security – to help you accelerate innovation, enhance user experiences, and optimize collaboration, all while delivering agility and cost efficiencies.

Lifecycle of Services

In today's competitive market, the speed of digital priorities is critical to success, yet technical complexities can slow progress. CDW•G's **full lifecycle of services** supports the City of Mesa and OMNIA Partners Participating Public Agencies' internal team and helps you focus on your short-term and long-term goals. Our experts help you design, orchestrate, and manage your technology environment:



Design – Advisory and Assessment

Using a wide breadth of tools, data, and decades of expertise, we offer strategic advisory services, workshops, assessment, planning, and design engagements with our engineers that consider your specific needs and make recommendations to address gaps and optimize growth. This includes documentation, analysis, and creation of materials that detail the bridge between your current and future state.



Orchestrate – Building, Implementation, Deployment

Our expert engineers configure and deploy your solutions to help the City of Mesa and OMNIA Partners Participating Public Agencies implement technology according to your organization's unique needs and ensure it works from day one. We build, create, and analyze software or services, as well as test and release into a defined environment and implement changes outlined in the design phase. We implement technology adoption and organizational change management plans to ensure you're fully utilizing your technology solutions and deriving the value you expect.

Manage – Continuous Support and Operations



CDW•G can help the City of Mesa and OMNIA Partners Participating Public Agencies save time and money and augment internal IT team bandwidth with 24/7/365 support and expert management of any aspect of your technology solution.

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- **Managed services:** With proactive monitoring, automation, alerting, analysis, maintenance, and performance of operational functions of an organization's contracted technology environment, CDW•G provides end-to-end support of your complex environments.
- **Technical support and continuous improvement engagements:** CDW•G experts provide technical support for complex technology solutions when your IT, development, and business teams need it. Our experts work with you to continuously optimize your technology environment.

We provide greater insight into our full Managed Services capabilities later in this section.

CDW Services Overview

Our professional services help the City of Mesa and OMNIA Partners Participating Public Agencies amplify your capabilities at any stage of your technology journey. IT services are a critical necessity for government entities and public agencies. Our IT services are built to help the City of Mesa and OMNIA Partners Participating Public Agencies tackle various day-to-day challenges, such as increasing efficiency and maximizing costs, while allowing you to free up your internal resources to focus more on core projects. However, not all government entities and public agencies are fully equipped with the necessary resources or have access to the technical experience and support that they need. Our services allow the City of Mesa and OMNIA Partners Participating Public Agencies to focus more on their residents and constituents.

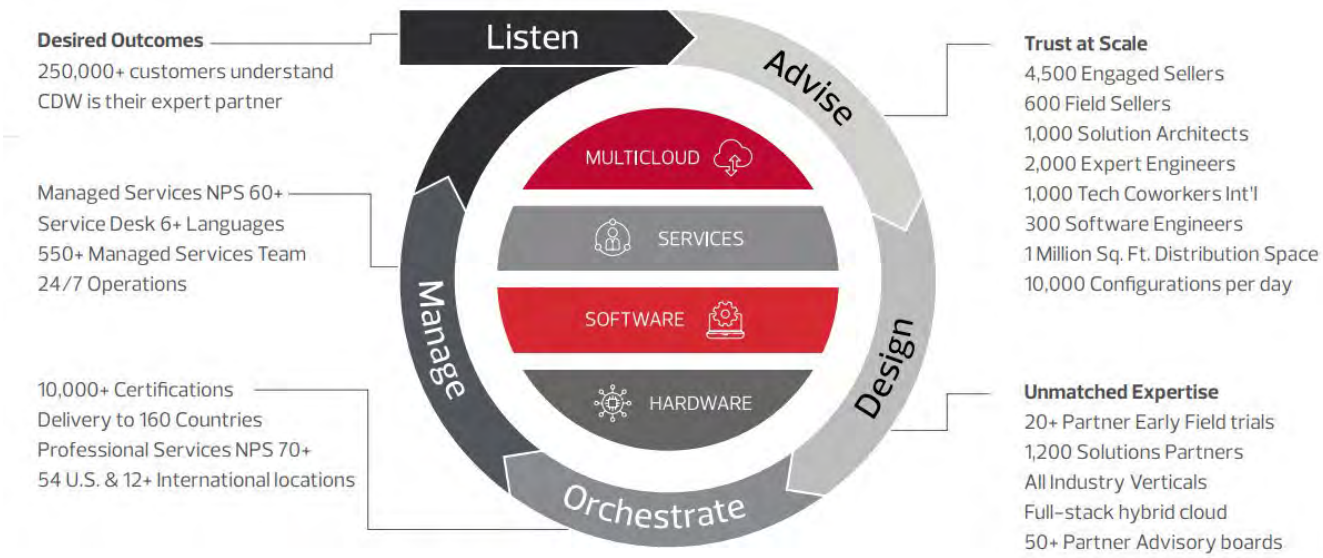


Figure 15. CDW•G's Lifecycle of Services

CDW Services consists of the following services, each with its own focus, experts, and capabilities:

CDW Infrastructure Services provide expertise, tools, and resources to scale and future-proof your infrastructure. We help the City of Mesa and OMNIA Partners Participating Public Agencies upgrade existing architecture and prepare for what's to come, whether on-premises, migrating

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to the cloud, or in the cloud. We also modernize applications, streamline delivery through DevOps (CDW Development Services), and write custom, cutting-edge apps that drive business. To ensure all of your needs are being met, we have broken our Infrastructure Services into the following categories:

- **CDW Hybrid Cloud** consists of cloud and hyperconverged infrastructure services.
- **CDW Networks** deals primarily with enterprise networking as well as data center networking.
- **CDW Data Center** encompasses soft-ware defined data centers, data center migration and optimization, next-gen backups, compute and storage solutions, as well as power and cooling solutions.
- **CDW OS** includes operating systems, applications, and services.
- **CDW Software Engineering** includes DevOps, as well as software design and consulting.
- **CDW App Modernization** deals specifically with Application Modernization.

CDW Workspace Services provide a comprehensive approach that allows employees to work from anywhere, on any device. We enable the City of Mesa and OMNIA Partners Participating Public Agencies to build a communications platform that grows with you, is rapidly adopted by end users, and helps improve business outcomes through seamless collaboration. Our workspace services are broken into the following categories to meet a variety of complex needs:

- **CDW Collaboration** services deal primarily with communications, messaging and conferencing, video, applications such as Office 365, engagement contact centers, as well as portals and content collaboration.
- **CDW Endpoint** services encompass management and security, mobility, mobile workspaces, unified endpoint management, and managed print services and printer supplies programs.

CDW Security Services provides independent evaluations of security posture and helps government agencies fortify their weaknesses. Our certified experts design comprehensive strategies and solutions for protection and response. Our security services are broken into the following categories:

- **CDW Secure Platform** includes next-generation firewall and IPS, content security, identity and access management, network visibility, and endpoint protection, as well as policy and access.
- **CDW Detect and Respond** deals with log aggregation and correlation, as well as security incident response.
- **CDW Information Security** deals only with information security services.

CDW Data Services, including artificial intelligence (AI) and machine learning (ML) services, offer actionable insights that give you a stark competitive advantage. Design, build, and deploy modern data analytics and AI/ML solutions for storing, transforming, discovering, and operationalizing your data. We have broken our data services into the following categories:

- **CDW Data** focuses on data modernization and data analytics.
- **CDW AI/ML** deals specifically with machine learning analytics (ML) and artificial intelligence (AI) data analytics.

CDW Support Services delivers custom warranty, maintenance, and support services that augment your IT staff so they can focus on maximizing business outcomes. We offer a variety of support services for hundreds of manufacturers; these services include the following:

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- **CDW Technology Support** is a branded service backed by the Original Equipment Manufacturer (OEM) collaborative warranty support service. Our depth and breadth of expertise enable us to get a top-level engineer quickly, resulting in faster incident resolution.
- **CDW Extended Support** provides continuous break/fix support service on equipment that its manufacturer no longer covers (N-1 or older) or is nearing end-of-service (EOS) life.
- **Help Desk Services** connects you with our Managed Services team and helps put the right people, processes, and tools in place.
- **Warranty and Maintenance Services** allow us to keep your equipment – and organization – running with expanded and extended warranties as well as custom maintenance contracts that include on-call experts and break/fix agreements.

CDW Configuration and Integration Services make sure your new technology is ready to work on arrival, whether we are building out a data center solution with fully configured racks, facilitating a multisite deployment of pre-configured computing devices, or handling single-device provisioning. We offer basic and advanced services:

- **CDW Basic Configuration and Integration Services** include hardware integration, software configuration, asset tagging and reporting, custom laser engraving, Windows autopilot enrollment with Intune pre-provisioning, Chrome OS White Glove Service (WGS), and Zero-Touch Enrollment (ZTE), inserts, kitting, and custom packaging, buy and hold services, mobility services, and burn-in services.
- **CDW Advanced Configuration and Integration Services** consist of hosted VPN services, custom imaging, network and security device configuration, and rack configuration.

Success Story: Citizen Support Entity

Background

This State has more than 200 libraries dispersed throughout business centers and other areas where community members frequently visit. To increase efficiency, this State entity wanted to digitize their content and workflow to lessen the processing and approval time for public benefits applications. The customer's goal was to offer convenient access in a friendly environment while also downsizing the number of staff needed in the process.

Engagement and Solution

As their chosen consultant, CDW•G answered any remaining questions regarding the hardware and use cases to ensure that the solution matched the desired outcome. The CDW•G Team also determined which CDW Configuration Services would be most applicable to this project and the customer's overall mission.

CDW•G provided the state with an end-to-end solution. First, we provided proof of concept and created a desirable bill of materials. To best meet citizens' needs, we determined the ideal fit of Chrome tablets that would be suited for long hours of operation in high-touch environments. The Chrome tablets have many benefits, such as built-in security, ease of deployment through Zero Touch Enrollment, and centralized manageability via the Chrome Operating System (ChromeOS). This reduced the total cost of ownership to the customer.

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CDW•G then looked for a kiosk that would complement the Chrome tablet and recommended necessary modifications. Finally, the team acquired demo units for the State to test.

Outcome

CDW•G positioned a complete solution that will allow the State's citizens to conveniently access government applications at over two hundred library locations across the State. Their CDW•G Team was diligent in addressing each of the customer's requirements and concerns, thoroughly reviewed proof of concept, and effectively collaborated with partners to provide the best solution.

Cloud Computing Services

CDW•G understands that the City of Mesa and OMNIA Partners Participating Public Agencies have many technology provider choices. When working with CDW•G, you get the best total solution the industry offers without the limitations inherent when dealing with either a manufacturer or a specific partner. CDW•G works with customers to develop coordinated and cost-effective Cloud Solutions through the following range of services:

- **Discovery and Assessment:** Understanding of environment, usage, challenges, and requirements
- **Planning and Design:** Evaluation of providers, recommendations, and proof of concept
- **Migration Services:** Smooth deployment of the solution
- **Integration Services**: Full integration with existing applications
- **Application Modernization**: Turning monolithic legacy apps into cloud micro-services
- **Aggregation Services:** Streamlined administration and aggregated billing
- **Managed Services:** CDW•G hosted and remote managed services or partner-managed services
- **Fulfillment Services:** Onboarding, reporting, billing, partner reconcilement, and renewals

As a leading provider of Cloud Solutions, we can help the City of Mesa and OMNIA Partners Participating Public Agencies assess your priorities and determine which applications and processes should and shouldn't be moved to the Cloud. We also help you design the best delivery model, whether public, private, or a hybrid model, that provides the greatest flexibility to customize your solution. Furthermore, our pre-qualified partner network makes it easy to find the right providers and to create a comprehensive, multi-vendor solution that meets your specific needs.

Consulting and Advising Services

Our IT consulting and professional services team — over 1,000 professionals strong — delivers personal service that helps the City of Mesa and OMNIA Partners Participating Public Agencies understand and meet your organizational and technological needs. A key differentiator for our Advising and Consulting practice is that our experts go beyond advising; CDW•G can deliver on whatever the City of Mesa and OMNIA Partners Participating Public Agencies need. Because of our ability to design and deliver, our consultants incorporate their technical knowledge and experience into the design, assessment, and implementation. Our comprehensive approach ultimately mitigates risk through experience to ensure that customers like the City of Mesa and OMNIA Partners Participating Public Agencies get it right the first time.

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We have expertise and certifications across diverse industries in the public and private sectors. Our project managers and consultants work directly with you to design and implement every facet of your IT solution.

Using a wide breadth of tools, data, and years of expertise, we offer strategic advisory services, workshops, and assessment, planning, and design engagements with our engineers that consider your specific needs and make recommendations to address gaps and optimize growth. This includes documentation, analysis, and creation of materials that detail the bridge between your current and future state.

Presales Consulting

A unique advantage of CDW•G's business model is that the City of Mesa and OMNIA Partners Participating Public Agencies have access to an incomparable depth and breadth of value-added technical expertise. Our highly trained and experienced Technology Specialists and Solution Architects provide expert consulting advice and ongoing support. In addition, our strong relationships with manufacturers enable your CDW•G Account Team to provide presales consultation, technology roadmaps, and other assistance quickly. In fact, many major vendor partners have dedicated staff at CDW•G.

During the presales phase, service consultation focuses on understanding the City of Mesa and OMNIA Partners Participating Public Agencies' requirements and engaging the appropriate technology specialists, systems engineers, and solution architects. We work to identify potential solutions that meet each Participating Public Agency's needs before presenting those solutions in a proposal or product demonstration. We strive to educate the City of Mesa and OMNIA Partners Participating Public Agencies about products and services by providing a comprehensive overview of its features and benefits.

Below is an overview of those who can be engaged to support the City of Mesa and OMNIA Partners' Participating Public Agencies during the presales consultation process and beyond:

Technology Specialists

Our teams of technology specialists are highly trained and experienced in various products and technologies, including the following:

- Leasing and Finance
- Managed Print Services
- Mobility
- Networking
- Power and Cooling
- Servers and Storage
- Software Licensing and Management
- Unified Communications and Collaboration
- Voice and Data
- Security

Presales Systems Engineers

We have a large team of over 100 presales systems engineers who hold vendor-funded positions and provide presales support for that particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance.

Solution Architects

Our teams of solution architects work closely with the vendor partners whose solutions they design. They assess your environment and work with your IT staff to design plans for solutions

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that boost productivity and improve operational efficiencies. Extremely knowledgeable about the latest technologies, they have important insight into the pros and cons of different solutions.

Onsite Vendor Representatives

CDW•G has manufacturer and software publisher representatives onsite at our sales offices to assist account managers and specialists with requests for technology roadmaps and to provide training on an ongoing basis. Our strong relationships facilitate presales consultation and timely notification regarding product changes and products going end of life.

Data Center Transformation Team

In addition to our presales consulting team and resources, our advanced consulting arm, the Data Center Transformation (DCT) team, has both the resources and expertise to collect complex data, provide custom reporting, and tailor our advisory outcomes to the unique needs of the City of Mesa and OMNIA Partners Participating Public Agencies. CDW•G is aligned with industry trends across technology organizations and industries, including state, local, and education. CDW•G reins in the complexity of industry trends and tailors it to your needs and goals through our disciplined practices.

Data Center Transformation is the process of changing an organization's IT infrastructure and application services to improve its capabilities, performance, and efficiency. The process includes data center migrations, cloud integration, large-scale changes to hardware, virtualization, improved resiliency, software-defined components, application rationalization, and business process automation. At its core, DCT is a business-first approach that will enable the City of Mesa and OMNIA Partners Participating Public Agencies to accelerate the transformation of your business models using technology to achieve its unique goals.

The DCT team offers consultative guidance in six key strategic focus areas, highlighted in the figure below:



Figure 16. DCT Focus Areas

With over 23 years of experience providing consulting and advisory services, the DCT team provides consultative and advisory expertise specific to the City of Mesa and OMNIA Partners Participating Public Agencies' business challenges. With a focus on understanding your outcomes, goals, and objectives, DCT takes a consultative approach to recommend solutions to address strategy rather than problems.

For decades, the DCT team has led transformative projects for state and local governments, federal entities, small businesses, large corporations, and health and education organizations. Over this period of time, we have accomplished many goals for our customers, including:

- Moved 675 data centers
- Relocated 250,000+ workloads
- Migrated 25,000+ applications across 16 industries
- Reviewed 1290 data centers

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- Assessed and defined direction for 15M+ square feet of raised floor
- Identified an average reduction of 65% of data center space
- Designed enterprise clouds to support up to 780K workloads
- Moved 950,000 workload
- Moved 25,000 workloads within a single client
- Moved 10,000 workloads in a single environment
- 160 facility concept plans performed
- Rationalized almost 1M workloads for cloud placement
- Worked with 325+ converged infrastructures involving our services
- Configured more than 5M configuration items for hundreds of CMS/CMDBs
- Implemented 77 enterprise IT operating models

There are many different types of projects that the DCT team can orchestrate for the City of Mesa and OMNIA Partners Participating Public Agencies. These projects span the full gamut of transformational information technology and include solution areas such as data center transformation, business process optimization, and application management solutions. Our DCT team uses proven processes and leverages infrastructure, data, digital, and security experts to create high-value transformative business capabilities for our customers.

Overview of Advising and Consulting Services

CDW•G has a wide variety of advising and consulting services. These services include, but are not limited to, the following:

- **vCISO Service:** Many organizations have limited staff or skill sets and need assistance navigating security obstacles, which is why CDW•G's Security Consultants are available to act as a virtual Chief Security Information Officer (vCISO). Our vCISO service helps you improve the maturity and scope of your existing security practices by providing a technology-neutral Security Consultant.
- **CDW OS ITSM Simulation/Executive Visioning Workshop:** By participating in our IT Service Management (ITSM) business simulation workshop, the City of Mesa and OMNIA Partners Participating Public Agencies can learn how to increase the business impact of your internal service provision. This hands-on, highly interactive IT/Business workshop is designed to educate the City of Mesa and OMNIA Partners Participating Public Agencies' leadership and stakeholders in the business structure of process with technology.
- **IoT Transformation Workshop:** Our Internet of Things (IoT) Transformation Workshop is designed to help the City of Mesa and OMNIA Partners Participating Public Agencies understand your data needs, determine the return on investment (ROI), and evaluate your foundational infrastructure to determine if any technical components should be retired, evolved, or added before implementing an IoT technology initiative.
- **CIO Essentials:** Our CIO Essentials provides the framework to develop the City of Mesa and OMNIA Partners Participating Public Agencies' vision for the future into an actionable strategy and roadmap. Whether Participating Public Agencies are looking to transform your organizations into a DevOps culture based on cloud Platform as a Service (PaaS), industrialize your private cloud services, consolidate your application portfolio, or modernize your IT environment as a whole to reduce IT expenses, CIO Essentials provides the tools the City of Mesa and OMNIA Partners Participating Public Agencies need to deliver a clear, concise business-centric strategy.
- **PMO Assessment Workshop:** Our DCT leads our Project Management Office (PMO) Assessment Workshop. This workshop is a high-impact, comprehensive program to

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assess and improve Project Portfolio Management (PPM) practices over the course of 3-4 weeks. This comprehensive program consists of three survey domains: PPM current state, PPM satisfaction, and PPM assessment.

- **Application Rationalization:** Over time, your application portfolio may expand as more are introduced for specific needs. Using a strong holistic methodology, CDW•G can help the City of Mesa and OMNIA Partners Participating Public Agencies address your application portfolio to ensure that the applications used are cost-efficient and serve as effective tools. Our skilled consultants will work directly with relevant stakeholders to review your organization's complete list of applications. This review includes a full data analysis, coupled with facilitated workshops and interviews with application owners and end-users. These sessions provide additional context and knowledge beyond the raw data to identify and attain your organization's end goals.
- **Application Dependency Mapping:** Application dependency mapping combines tool-based discovery with the experience of CDW•G resources to provide a holistic view of an application environment, including detailed information and mapping of the relationships between your IT assets. Whether the City of Mesa and OMNIA Partners Participating Public Agencies are prepping to migrate to a new data center, introducing a new application, reducing the risk of business interruptions, or planning to transform your business, application dependency information is a crucial factor in your success. Application dependency mapping is an essential first step for understanding your current environment or preparing for a wide range of changes.
- **Migration Execution:** From planning and strategy to the execution of the migration, CDW•G can assist you with the ability to migrate from your current data center to a new one on a schedule.
- **Migration Readiness Assessment:** Before starting a migration program, consider having CDW•G experts perform a Migration Readiness Assessment. This program helps you be prepared to start the migration program, by identifying risks and develop mitigation plans that could impact your migration program, which will help you make better-informed decisions about scope, timeline, budget, and resources.
- **Organizational Effectiveness Services:** Ensuring that your organization is performing at the highest levels depends on how well your IT teams function and work with each other. CDW•G's expertise in how IT organizations operate helps you drive efficiencies, address issues, prepare for an organizational change, or expand services to meet business objectives. Our consultants will align your organizational structure and role definitions to meet your goals as well as account for current needs and projected growth to better understand your strategic direction.
- **IT Practices Workshop:** Led by our DCT team, the IT Practice Review workshop gives the City of Mesa and OMNIA Partners Participating Public Agencies visibility into how your organizations operate. Through a holistic approach, we look beyond process documentation into how teams work together. Each Participating Public Agency is unique, and how processes are designed and implemented can either work for or against business objectives. In 2 short weeks, agencies will have a high-level map of your strengths and weaknesses and a plan to ensure your processes propel you to reach your goals.

The above services and workshops serve as an example of our capabilities but are not an exhaustive list.

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OMNIA Success Story: Midwestern, Midsize City

Background

CDW•G prioritizes helping all our public sector customers realize the vision they have for the future – from the smallest town to the largest municipality. Simply providing order fulfillment is a thing of the past. This mid-sized city, serving over 200,000 constituents, sees an opportunity to grow their mission and their community by becoming an innovative organization delivering world-class outcomes for their citizens.

Challenge

Regrettably, this City encountered a predicament all too familiar: a shortage of resources hindering the pursuit of their ambitious transformational goals. Compounded by the relentless pace of technological evolution, innovation became an elusive pursuit. Instead of envisioning strategic growth, the City found itself caught in the struggle to maintain an aging infrastructure. Even if budgetary allocations were secured for new technology, the protracted procurement process extinguished any hope of timely execution, casting a shadow over the prospects of success.

Solution

Enter the City of Mesa, OMNIA Partners contract, and CDW•G. The City of Mesa contract gave this city a procurement vehicle that would ensure taxpayer dollars are spent sensibly, while allowing IT leadership to make decisions and execute their plan quickly. Far from the old adage of "use it or lose it" funds, CDW•G was able to provide critical staff augmentation resources to complete crucial updates on a timeline unique to local government.

Going a step further, the City's dedicated CDW•G Account Team coordinated consultants to help formulate an effective plan for implementing and executing on their vision. This wide range of services offered by CDW•G – from basic network upgrades to InfoSec consulting and road mapping – became a key factor in IT moving from treading water to making real progress in delivering exceptional outcomes.

Success through OMNIA Partners

The City benefits from competitively priced service offerings with the technical acumen to partner alongside C-level executives and deliver innovative outcomes; a contract that procurement understands and embraces as a cost-saving measure; and a partner that understands their needs and aligns their resources to help accomplish goals that once seemed out of reach.

Technical Support Services

CDW Technology Support

CDW Technology Support (CTS) is CDW•G's branded offering backed by the OEM collaborative warranty support service. CTS provides an enhanced client warranty support experience with one contract offering incident management for covered devices. CDW•G will take the first call for the City of Mesa and OMNIA Partners Participating Public Agencies to help resolve your issue and, if needed, provide an engineer onsite to perform a hardware replacement.

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If escalation to the OEM is required, CDW•G will do that on the City of Mesa and OMNIA Partners Participating Public Agencies' behalf. CDW•G Technology Support helps the City of Mesa and OMNIA Partners Participating Public Agencies solve your business problems by providing a single solution for your manufacturer support, saving internal IT staff time and/or any unplanned expenses for an engineer to come and replace faulty hardware and/or renew a contract that was not co-termed. Because of CDW•G's depth and breadth of expertise, we are able to get a top-level Technical Assistance Center (TAC) engineer more quickly than a customer may be able to, resulting in quicker incident resolution. Some of the features and benefits of CDW Technology Support include:

- **One place to call:** CDW Technology Support allows the City of Mesa and OMNIA Partners Participating Public Agencies a single point of contact. We provide end-to-end ownership of all incidents, service requests, and support for maintenance, hardware replacement, knowledge base, and software support.
- **24/7/365 support:** CDW Technology Support provides around-the-clock support via a dedicated service desk 24/7/365 and also provides a dedicated support number, email address, and ServiceNow login to open and view case status online.
- **Full-service Return Merchandise Authorization:** If, after troubleshooting, CDW engineers determine that a device needs to be replaced, CDW•G will request the RMA from the manufacturer on your behalf and have it sent to your location. We will also dispatch an engineer to meet that part and swap out the device for you and return the defective parts to the manufacturer and update the serial numbers on your contracts.
- **Fully backed by manufacturer warranty and support:** A support contract is purchased through the manufacturer so you do not lose the ability for upgrades, updates, etc., and may be provided software download access to those contracts if requested.

Maintenance Offerings

CDW•G offers various maintenance agreements to cover all types of vendors, products, and service levels. Our offered maintenance agreements give access to cover all vendors, products, and service levels with just one toll-free number. Types of available agreements include the following:

- **Coterminous Support Contracts.** A conterminous support contract takes the City of Mesa and OMNIA Partners Participating Public Agencies' existing manufacturer support plans and roll them together with one standard end date to eliminate the risk of a lapse in coverage.
- **Break/Fix Maintenance Agreement.** These annual maintenance agreements and contracts cover the repair or replacement of in- or out-of-warranty equipment.
- **Retainer Contracts.** Retainer contracts provide a designated block of time that guarantees the City of Mesa and OMNIA Partners Participating Public Agencies' access to field service and support staff, including system engineers, network technicians, PC, and printer repair technicians, and more.

For information about warranty and repair services, please see "Repair" below.

Leasing/Financing Services

CDW•G has an in-house Financing Solutions Team to help the City of Mesa and OMNIA Partners Participating Public Agencies navigate among our tailored payment solution options, which include leasing, financing, subscriptions, etc. We take a consultative approach to

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financing options that ensure the City of Mesa and OMNIA Partners Participating Public Agencies' goals are met.

At CDW•G, we focus on providing the best solutions in the industry—and that includes Financing Solutions. CDW•G can facilitate an agreement between OMNIA Partners Participating Public Agencies and various leading financing companies that can help each Participating Public Agency obtain the payment terms that best fit their unique needs and budget requirements. Agencies can secure a payment solution structure with maximized options and terms.

CDW•G's Financial Partners provide the best option to fit the City of Mesa and OMNIA Partners Participating Public Agencies' needs. For agencies with a Master Lease Agreement established, we likely have a partnership in place with their provider or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. Often, we leverage relationships with our partners to offer more advantageous rates, terms, and structures. For agencies that have diversity requirements to meet, we can recommend small and diverse partners that hold relevant certifications.

Our Premier Financing Partners include, but are not limited to, the following:

- Arrow Capital Solutions
- Cisco Capital
- Dell Financial Services
- HPE Financial Services
- Lenovo Financial Services
- LEAF Commercial Capital, Inc.

Trade-in Services – CDW•G's Information Technology Asset Disposition

When the City of Mesa and OMNIA Partners Participating Public Agencies' equipment reaches the end of its lifecycle, CDW•G can refer you to industry-leading IT Asset Disposition (ITAD) service providers to help you properly dispose of the hardware. Our partnerships with industry-leading asset disposition organizations allows for fair market value, responsible disposal, transfer of liability, and potentially credit toward new tech purchases with CDW•G.

CDW ITAD services include, but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to the City of Mesa and OMNIA Partners Participating Public Agencies, including:

- Logistics services for quick and efficient removal of equipment from client facilities
- Device pickup, including palletizing equipment, shrink wrapping, and transport
- Document of liability transfer provided to indemnify client from any environmental liability
- Ensure removal of all client information and software from electronic media and assets
- US Department of Defense-compliant erasure services in full support of government standards
- EPA-approved disposal
- Zero-landfill policy
- Complete serialized reporting available via a website

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Repair Services

CDW•G offers a breadth of warranty options, repair services, and maintenance agreements to provide the City of Mesa and OMNIA Partners Participating Public Agencies the assurance of predictable costs and repair response times that a warranty agreement can provide.

The standard manufacturer warranty that comes with most products is a “best effort” commitment for response time. Regardless of the application of a system for the City of Mesa and OMNIA Partners Participating Public Agencies, the “best effort” level of service is frequently not sufficient to achieve desired business continuity. Even a non-critical repair, such as a tablet, can keep a coworker without this tool for 8-10 business days. Moreover, standard manufacturer warranties can quickly expire. The average industry cost for maintenance is $85-$120 per hour plus parts; quickly leaping past the cost to extend the warranty. As such, we recommend the City of Mesa and OMNIA Partners Participating Public Agencies take advantage of the warranty, repair, and maintenance options we offer.

CDW•G offers a breadth of warranty options, repair services, and maintenance agreements to provide our customers the insurance of predictable costs and repair response times that a warranty agreement can provide. Our comprehensive suite of product lifecycle support offerings includes:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements
- Post-sale technical support
- Product and certification training
- Onsite repair
- Depot repair
- Help desk service

Account Managers keep a watchful eye on all of their customers’ agreements and have pre-emptive discussions to ensure customers’ next warranty purchase meets their needs as well.

Examples of our available warranty levels, popular warranty options, and related value added services are included below. The completeness of our portfolio allows us to provide effective problem diagnosis and resolution for every customer need.

Basic Warranty

CDW•G’s basic warranty offering includes the following:

- **CDW•G provided 30 day warranty** – We offer a complimentary 30 day warranty for all products we sell. Once the 30 days have expired, CDW•G’s technical support or the City of Mesa and OMNIA Partners Participating Public Agencies’ dedicated Account Manager assist in requesting the manufacturer warranty service.
- **Certified technician support** – We provide toll-free, email, and on-line chat technical support on all hardware and operating systems for up to two years after purchase from CDW. Our technical support technicians are US based, located in Holmdel, New Jersey, responding to about 60 calls a day. For insight into your technical issues, the City of Mesa and OMNIA Partners Participating Public Agencies can monitor the frequency and type of technical support requests via the CDW•G Account Center.
- **Extensive engineering support** – We have service-dedicated coworkers nationwide, aiding in pre- and post-sale questions. They provide assistance to the City of Mesa and OMNIA Partners Participating Public Agencies by phone, and we also offer on-site support. As with the technical support above, a key to great support is that they are not compensated by an individual manufacturer they are “vendor agnostic.” This allows them

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to support the interoperability of the City of Mesa and OMNIA Partners Participating Public Agencies' entire solution, not promote a single brand. These experienced and certificated engineers provide consultation with configurations and infrastructure shifts.

Extended Warranty

CDW•G offers various extended warranty options, including the following:

CDW Maintenance Agreements

CDW's offered maintenance agreements give access to cover all vendors, products, and service levels with just one toll-free number. Types of available agreements include:

- **Coterminous Support Contracts** - A coterminous support contract can take the City of Mesa and OMNIA Partners Participating Public Agencies existing manufacturer support plans and roll them together with one common end date to eliminate the risk of a lapse in coverage.
- **Break/Fix Maintenance Agreement** - These annual maintenance agreements and contracts cover the repair or replacement of in- or out-of-warranty equipment.
- **Retainer Contracts** – Retainer contracts provide a designated block of time that guarantees the City of Mesa and OMNIA Partners Participating Public Agencies' access to field service and support staff including: system engineers, network technicians, PC and printer repair technicians, and more.

Cisco SMARTnet

Without SMARTnet, Cisco charges $400 hour for repair services. With the average repair taking four hours, customers are likely to pay $1600 per incident without SMARTnet. Cisco SMARTnet service provides enhancement and maintenance support resources during the operational lifetime of a Cisco networking device. We are the #1 Cisco SMARTnet partner, holding SMARTnet Maintenance Agreements with over 34,000 distinct customers. Our dedicated SMARTnet team has 38 SMARTnet Specialists with over 200 years of combined experience working with SMARTnet contracts and in-depth knowledge of Cisco's internal SMARTnet tools. We offer multiple length and levels of SMARTnet agreements, including onsite options. CDW is authorized to purchase directly from Cisco, which can greatly reduce the City of Mesa and OMNIA Partners Participating Public Agencies' cost for this comprehensive service.

Hard Drive Retention

CDW•G offers IBM and Lenovo hard drive retention warranty options for our customers whose hard drives store confidential customer data, trade secrets, or intellectual property, or if they need to comply with regulatory requirements. When a damaged hard drive is replaced, the customer keeps the original defected device, eliminating tracking of drives during transit and providing the utmost data protection.

Design Services

We get that every IT solution is unique and that its delivery must be customized to meet the City of Mesa and OMNIA Partners Participating Public Agencies' specific needs. In tandem with industry-leading partners, our highly experienced architects, engineers, and project managers will work with you to design solutions that meet the City of Mesa and OMNIA Partners Participating Public Agencies' needs and help you reach your IT goals. From configuration and maintenance to advanced engagements across infrastructure, workspace, security, and support, CDW•G has the expertise you need to help with all of your IT needs. We provide

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remediation recommendations based on environment discovery and create application architecture designs and roadmaps specific to the requirements of each OMNIA Partners Participating Public Agency.

An overview of our design services include, but are not limited to, the following:

- **Solutions Design:** CDW•G helps you design specific solutions to meet your hybrid infrastructure, network, digital workspace, and security needs.
- **Transformation Design:** Design platform migrations, application upgrades, and the entirety of your digital transformation
- **Platforms Design:** Design public cloud platforms and applications with our experts. Our design and planning workshops help you align your goals and needs to create an outcome-based unified communications strategy based on end-user satisfaction.
- **Device Design:** Device Design includes custom building the right device for the City of Mesa and OMNIA Partners Participating Public Agencies' needs and providing recommendations for all key technical specifications. Once the City of Mesa and OMNIA Partners Participating Public Agencies know which products are best for your environments, we often work with our partners to custom design them – even if the device is not currently available in the market. These devices - also called Configure to Order – are built to your exact specifications.
- **Data Strategy Design:** The first step in harnessing the power of your data is having the right processes in place for collecting, analyzing, and making decisions based on what the data is telling you. CDW•G is there to suggest new ways to create an agile, modern data strategy. We conduct a comprehensive evaluation of your current data processes and platforms and then design a customized data strategy tailored to your needs.
- **Software Development/Design:** CDW•G provides remediation recommendations based on environment discovery, and create application architecture designs and roadmaps specific to your requirements.
- **Security Controls Design:** When it comes to designing security controls, CDW•G provides a comprehensive and vendor-neutral approach to prevent data breaches and proactively respond to cyberattacks.
- **Physical Security Solutions Design:** From hardware and software recommendations to floor plans that specify new device install locations, our physical security experts can design a completely new physical security system that fits your needs.
- **Infrastructure Design:** Infrastructure experts can design and implement an infrastructure that consolidates business processes and allows you to rapidly improve end-user experiences and mitigate problems on both internal and external applications.

Success Story: State Court System

Challenge

This State Court System had a mission to provide its citizens with access to the justice system and transform their digital experiences. The legacy content management system (CMS) platform was difficult to maintain and gave the website an outdated look, featuring text-heavy, static content that made it difficult to find important information. Because the site lacked the ability to incorporate reusable content, the IT team was responsible for content updates. Additionally, the site was not designed for mobile devices, which hindered the user experience for a large proportion of the users accessing the site. As a result, the platform had limited user analytics and business stakeholders had a hard time understanding user behavior. This customer needed a site platform that would optimize the user experience,

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improve content quality and velocity, and provide deeper insights into how their users were utilizing the site.

Solution

CDW•G performed a Discovery Phase with key business and IT stakeholders to elicit and document high-level business goals, user personas, site features, high-level user stories, and the high-level technical architecture for an Adobe Experience Manager website implementation. The information gathered from the discovery phase was used as the basis for creating a list of Experience Manager templates and components that would be needed to successfully migrate the existing website to Experience Manager. The CDW•G creative team worked with the customer on their vision for the redesigned website.

After a collaborative process, the team finalized designs that would transform the existing web experience. CDW•G then implemented the required templates, components, and integrations to migrate and launch the new public website on Adobe Experience Manager. Key features of these phases included:

- **Agile delivery**: The team adopted an agile process to create and extend more than 50 Experience Manager components and templates across multiple three-week sprints. End-of-sprint demos allowed the State's stakeholders to provide early feedback on whether any course corrections or minor tweaks were needed.
- **Website redesign:** CDW•G collaborated with the customer and created more than 18 pages of designs, including both website and mobile layouts, to serve as templates that focused on providing website users with a seamless way to find and consume content.
- **CDW•G Digital Foundation**: The CDW•G Digital Foundation accelerator was leveraged to create the new website. The accelerator consists of dozens of Experience Manager components that CDW•G has invested in developing, based on common client use cases. The use of the accelerator lowered overall development complexity and effort, leading to a reduction in total implementation costs.
- **Forms search engine:** CDW•G created a forms search engine, allowing users to search for forms appropriate for their needs. Content authors can embed references to forms in searchable content, allowing forms to be more easily found than ever before. The forms search engine makes it simple for the customer to update form data in one place and reflect those form updates sitewide.
- **Analytics**: Adobe Analytics was configured with Experience Manager using Adobe Launch. CDW•G created an Analytics data layer to capture user behavior based on the customer's requirements.
- **Content author enablement and author guide**: CDW•G created an author guide, giving authors a place to find answers to their content questions, as well as a basis for how to create a page and which templates to use.
- **Strategic consulting advice:** Throughout the project, CDW•G provided strategic consulting advice with respect to Adobe product features and best practices, becoming a trusted advisor to the State's stakeholders. Our consulting and relationship with the customer were key to the project's success.

Outcome

This customer launched a newly redesigned public website and its ever-expanding capabilities through the MyCase portal. For the citizens of this state, locating and accessing information and tools is easier than ever. Whether at home or on the go, users can journey

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through the website, find the correct resources, and navigate complex forms. CDW•G worked closely with the customer to redesign and migrate its public-facing site to Adobe Experience Manager Cloud Service. The Adobe platform gives the customer the ability to easily maintain existing content, streamline new content creation, and continuously improve the user experience by removing friction points in the user's journey.

Analysis Services

Analysis is an integral component of the design, orchestrate, and manage phases of our lifecycle of services. CDW•G possesses the most comprehensive and powerful analytical tools, enabling us to understand your current environment. Additionally, we offer a comprehensive set of analysis and assessment services that include, but are not limited to, the following:

CDW Infrastructure Assessments
SD-WAN Assessment We provide an In-depth review of the SD-WAN edge devices, architecture, and configurations to provide recommendations on how to improve the implementation. The assessment typically consists of a review of the management console, hardware, scalability, features, software version, internet design, routing configuration, policies, security, WAN optimization, SaaS on Ramp, and integrations.
Wireless Assessment We consult with the City of Mesa and OMNIA Partners Participating Public Agencies to understand the current state of the wireless infrastructure and your desired business outcomes. We conduct an in-depth review and document the current environment with an inventory list, and then provide recommendations that meet your requirements and allow you to achieve your desired outcomes.
Network Health Check This health check includes elements like tools deployed to discover network devices, End of Life (EOL) or End of Sale (EOS), and software security report, device software code recommendations, and a summary report.
Network Assessment Our Network Assessment includes all of the elements of the Network Health Check, but is more feature-rich in its diagnostic capabilities.
Next Generation Network Assessment Our Next Generation Network Assessment delivers our most comprehensive diagnostics. It includes more future-state planning artifacts, such as a roadmap tailored to the City of Mesa and OMNIA Partners Participating Public Agencies needs that outlines recommended steps for improving future-state performance and security.
Quality of Service Assessment

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An in-depth review of each device's Classification and Marking, Queuing and Shaping, Service Provider mapping and translation, and WAN VPN.

Multicast Assessment

An in-depth review of each device's L2/L3 Multicast configuration.

DV Technical Readiness Assessments

Digital Velocity (DV) Technical Readiness Assessments are designed to benchmark current architecture, processes and practices, and the City of Mesa and OMNIA Partners Participating Public Agencies' maturity level with the goal of uncovering, at a high level, the fastest and most impactful path toward your desired future state. Assessments are available for the following focus areas: Cloud, Modern DC, Migration, Database Migration, Application Modernization, DevOps, and Data Modernization.

Hybrid Infrastructure Assessment

Our Hybrid Infrastructure Assessment Team (HIAT) has several data center use cases and scenarios to provide capacity and planning advice in tandem with CDW•G solution architects, including:

- **Environment Overview**: CDW•G's HIAT provides a detailed report of a customer's current virtualization environment.
- VMware End of Support: CDW•G and the HIAT perform a licensing and hardware compliance checkpoint for VMware Virtualization.
- **Platform Migration**: A CDW•G Solution Architect works with the HIAT to project capacity for new compute platforms for a specific environment, whether on-premises or in the cloud.
- **Consolidation:** A CDW•G Solution Architect in tandem with the HIAT can project the capacities needed to consolidate hardware or geographic locations.
- **Disaster Recovery (DR):** A CDW•G Solution Architect in tandem with the HIAT will provide the City of Mesa and OMNIA Partners Participating Public Agencies an overview of DR planning, best practices, and additional services available to assist in this critical business function.
- **Hardware Refresh**: A CDW•G Solution Architect , in tandem with the HIAT, helps the customer analyze and plan for proper lifecycle management of the data center infrastructure.

While valued at $5,000, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

CDW Well-Architected Review for AWS

A CDW•G field solution architect utilizes the AWS Well-Architected tool to walk the customer through the questionnaire and then reviews the output, specifically identifying any high-risk issues with the City of Mesa and OMNIA Partners Participating Public Agencies.

While valued at $5,000, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

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CloudHealth: Rightsizing Existing AWS Environment Assessment

A CDW•G field solution architect enrolls the City of Mesa and OMNIA Partners Participating Public Agencies for a no-cost trial with CloudHealth and, after two-week lead time, they outline what the tool has identified for you.

While valued at $2,500, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

Power and Cooling Assessment

CDW•G's Power and Cooling team performs an analysis of the City of Mesa and OMNIA Partners Participating Public Agencies current environment.

While valued at $2,500, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

CDW Storage Assessment Workshop

An analysis of the City of Mesa and OMNIA Partners Participating Public Agencies' data center storage environment, including object, file, block, cloud-based strategies, DC performance, capacity, and end-of-support planning.

VMware NSX POC Assessment Workshop

This data center assessment considers and deploys a proof of concept for the City of Mesa and OMNIA Partners Participating Public Agencies on how micro-segmentation using the NSX platform can benefit your operations.

Nutanix Configuration Assessment

Assess and summarize the Nutanix environment in terms of its current health and architecture, with a focus on technical aspects of performance, manageability, and scalability of this environment.

Veeam Availability Assessment

An analysis of Veeam's availability suite, including data protection and recovery strategies. It also covers design, performance, capacity, end-of-support planning, and a brief overview of disaster recovery.

CDW Automation and Orchestration Assessment Workshop

A process optimization and tool selection guidance workshop for Assessment and Orchestration with the outcome being a collection of highly-detailed user stories for Infrastructure-as-a-Service (IaaS) and Platform-as-a-Service (PaaS) process workflows, role definition recommendations, process optimization options, and recommended toolsets.

CDW Data Center Assessment

An assessment of the City of Mesa and OMNIA Partners Participating Public Agencies' data center infrastructure, including storage, compute, and virtualization.

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Cisco Flexpod Assessment Workshop

Review of Cisco Nexus switching, UCS configuration, storage and capacity, and VMware virtualization to align with best practices.

Cisco UCS Assessment

An analysis of Cisco's UCS converged infrastructure environment, including performance, capacity, and end-of-support planning.

VMware vSphere Assessment

A VMware infrastructure assessment of up to 30 ESXI hosts and one vCenter server designed to help the City of Mesa and OMNIA Partners Participating Public Agencies understand the overall health and software status of your VMware ESX/ESXI and vCenter systems, including performance, capacity, and end-of-support planning.

CDW Security Assessments

Cloud Security Assessment

Identify gaps in security posture and create an actionable roadmap for remediation, examining all major CSPs (AWS, Azure, GCP) and multicloud environments.

Application Security Assessment

Assess application security by having a team of CDW•G security engineers attempt to break into an application used by the City of Mesa and OMNIA Partners Participating Public Agencies, whether it be an off-the-shelf product or one developed by your team.

Application Architecture Review

Identify potential concerns within an application by examining the architecture and the data flow, finding vulnerabilities, and providing detailed recommendations for improvement.

SDLC/DevOps Review

Review and improve the secure Software Development Life Cycle (SDLC) program by focusing on the use of key application security solutions, including Dynamic Application Security Testing, (DAST), Static Application Security Testing (SAST), Interactive Application Security Testing (IAST), and Software Composition Analysis (SCA).

Data Protection Modernization Assessment

Evaluate the entirety of the data protection ecosystem to ensure the City of Mesa and OMNIA Partners Participating Public Agencies' recoverability. This assessment leverages a proprietary Data Protection ScoreCard (as well as stakeholder interviews and analytics tools) to provide a report comparing the existing environment to that of the new modernized environment.

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Database Security Assessment Assess database risk by evaluating the susceptibility of the City of Mesa and OMNIA Partners Participating Public Agencies' database to a host of known vulnerabilities and common attack scenarios.
Rapid IAM Assessments Assess the City of Mesa and OMNIA Partners Participating Public Agencies' current Identity and Access Management (IAM) program and its ability to defend against a wide variety of threats. This assessment aligns with ISACA's IT Assurance Framework (ITAF), COBIT 5.0, ISO 27001/27002, ITIL v3, or the NIST standards.
IAM Strategy Assessment Use business and security objectives to plot the course for an IAM program over a three- or five-year horizon, including new tool deployments, integrations, functionality improvements, and business justifications.
User Access/Privileged Access Reviews Get a system-agnostic view of the organization's user processes and roles, and identify opportunities to convert manual processes into automated workflows.
Identity Exposure Assessment Leverage a Zero Trust view to assess the CISA pillars of Identity and Device. The assessment closely aligns with the NIST Zero Trust Architecture and CISA Zero Trust Maturity Model, evaluating user and device identity management across on-premises and cloud environments for alignment with Zero Trust best practices.
Cybersecurity Maturity Assessment Leverage an established capability maturity model (CMM) to objectively evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' current security program and provide realistic maturity rankings across industry standards and frameworks, including the NIST CSF, NIST 800-53, CIS Top 20, and PCI DSS.
SAP Role Design Assessment Assess Systems Applications and Products (SAP) Production environment, reviewing role design approach, role naming conventions, organizational-level security, unassigned roles, maintenance access, end-user profile assignment, and access to sensitive IT authorizations. Provide recommendations for role remediation and optimization.
SAP GRC Access Control Configuration Assessment Assess the SAP Governance, Risk, and Compliance (GRC) Access Control (AC) environment to evaluate process documentation, configuration settings, firefighter workflow setup, firefighter log report analysis, and risk ruleset customization analysis.

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Provide recommendations for improvement and a prioritized list of automation opportunities.
SAP User Provisioning and Role Change Management Process Assessment Review all provided documentation regarding policies and procedures to develop process maps for common SAP Security activities. Deliver detailed process flows for in-scope processes and recommendations for improvement and automation.
FTC Assessment Assess compliance by following a five-phase methodology for organizations faced with consent orders from the Federal Trade Commission (FTC).
PCI Assessment (Audit) Assess alignment of current practices with Payment Card Industry Data Security Standard (PCI DSS) requirements to determine compliance, issuing a Report on Compliance (Roc) or Attestation of Compliance (AoC) if appropriate. CDW•G also provides readiness assessments, scoping assistance, and Self-Assessment Questionnaire support, as needed.
Privacy Maturity Assessment (GAPP/NIST Privacy) Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' privacy program to benchmark policies, processes, and technologies against leading privacy standards, including the NIST Privacy Framework, Generally Accepted Privacy Principles (GAPP), and HIPAD35A Breach Notification requirements.
Third-Party Risk Assessments Assess the City of Mesa and OMNIA Partners Participating Public Agencies' third parties in support of enterprise-wide third-party risk management programs. These assessments be provided in a managed service format or in bundles/bulk assessments.
Privacy Compliance Assessments (HIPAA/CCPA/CPRA/GDPR/PIPL/GLBA) Measure readiness and/or compliance with all major data protection regulations, including HIPAA, CCPA/CPRA, GDPR, PIPL, and GLBA. These assessments harmonize regulatory frameworks to save costs and improve efficiency.
IT Risk Assessment Assess IT environment or specific systems to determine if existing IT policies, procedures, infrastructure, applications and security posture are aligned with the City of Mesa and OMNIA Partners Participating Public Agencies' short-term and long-term business objectives.
CMMC Pre-Assessment Evaluate the current environment against the Cybersecurity Maturity Model Certification (CCMC) framework to identify gaps and develop a mitigation strategy before the certification assessment to help shorten the time to certification.

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Zero Trust Assessment Build a strategic roadmap to Zero Trust maturity through our three-phase assessment, which aligns with NIST SP 800-207 guidelines and the Cybersecurity and Infrastructure Security Agency (CISA) Zero Trust Maturity Model.
Security Operations Assessment Benchmark the Security Operations Center (SOC) against CDW•G's best practices program, peer organizations, or historic organizational performance levels.
DDOS Resiliency Assessment Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' ability to maintain business continuity and continue critical operations in the face of a Distributed Denial-of-Service (DDoS) Attack.
IoT Device Assessment Provide visibility into and control over the IoT devices on the network, improving the City of Mesa and OMNIA Partners Participating Public Agencies' ability to respond to issues and threats.
Cyber Workforce Assessment Assess the suitability of the cyber workforce to defend the organization by evaluating roles and responsibilities, governance, and the knowledge, skills, and abilities of the individuals.
Web App Penetration Testing Identify and test the full attack surface of the provided application to achieve a full-breadth test of all user-facing functionality.
IR Readiness Assessment Assess the City of Mesa and OMNIA Partners Participating Public Agencies' ability to respond to threats from inside and outside of the network perimeter. CDW•G can also help with Incident Response (IR) Program Development and IR Tabletop Exercises.
ASV Scanning Scans all Internet-facing systems that store, process, transmit, or impact the security of cardholder data (CHD) to adhere to the requirements of the current version of the PCI Data Security Standard.
External Penetration Testing Identify and test the full external attack surface of the City of Mesa and OMNIA Partners Participating Public Agencies to achieve a full-breadth test of all available services exposed to the public internet.
Internal Penetration Testing

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Identify and test the full internal attack surface of the City of Mesa and OMNIA Partners Participating Public Agencies to increase your overall security posture by identifying the maximum number of lateral footholds on a network that should be remediated.
Mobile Penetration Testing Identify and test the full attack surface of the provided application to discover vulnerabilities in several areas, including implementation and platform usage, storage and transmission of sensitive data, and communication with external resources such as API endpoints.
Physical Social Engineering Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' ability to prevent and react to a targeted, non-destructive physical intrusion. This engagement includes both surreptitious and overt contact with the target facility, including masquerading as legitimate occupants or authorized third parties.
Social Engineering Evaluate your ability to prevent and react to a targeted attack as well as the effectiveness of security awareness training provided to users. Can use Phishing (email-based simulations) and/or Vishing (telephone-based simulations) methods.
Vulnerability Assessment Evaluate current IT systems to determine and categorize present vulnerabilities by classifying and ranking vulnerabilities. Provides a customized report with cost-effective, concise recommendations to tackle specific security problems or threats.
Wireless Penetration Testing Assess the organization's wireless attack surface by identifying corporate-sanctioned wireless assets and evaluating their respective security policies. Subjects all networks to active exploitation with the intent of accessing internal corporate resources.
Compromise Assessment Leverage many of the same tools and tactics as attackers to conduct active threat hunting and develop indicators of compromise based on the recognized MITRE ATT&CK framework.
Secure Endpoint Health Check This health check validates the status of a microservice and its dependencies.
Red Teaming Services Assess the detection and response capabilities of an organization's Blue Team (defensive security professionals) in the event of a targeted attack. Attempt to gain access to the internal network through various attack vectors while subverting the organization's defenses.

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Purple Teaming Services In our Purple Teaming Services, our CDW Red Team (offensive security professionals) pairs with the City of Mesa and OMNIA Partners Participating Public Agencies' IT security personnel (i.e., Blue Team) during simulations of specific attack scenarios to improve defenses and incident response procedures throughout the engagement.
Segmentation Validation Evaluate the effectiveness of any network segmentation controls used to reduce PCI DSS scope by attempting to connect to and access the cardholder data environment (CDE) from internal network segments intended to be out-of-scope for PCI DSS compliance.
Cisco Umbrella Health Check Review the Umbrella dashboard must-haves and help the City of Mesa and OMNIA Partners Participating Public Agencies identify common issues and how to maximize their protection.
Cisco Email Security Appliance (ESA) Health Check Evaluate the status of a customer's Email Security Appliance, configuration, and lifecycle with industry-standard recommendations.
Cisco Web Security Appliance (WSA) Health Check Evaluate the status of the City of Mesa and OMNIA Partners Participating Public Agencies' Cisco Web Security Appliance, configuration, and lifecycle health with industry-standard recommendations.
Cisco Identity Services Engine (ISE) Health Check Evaluate the Cisco Identity Services Engine with a system engineer focused on ISE best practices.
Cisco Firepower Threat Defense Health Check Analyze Cisco firepower configuration and posture as it relates to the City of Mesa and OMNIA Partner's security needs.
Cisco Secure Network Analytics Health Check Evaluate the Cisco Secure Network Analytics configuration and its ability to provide comprehensive visibility and network traffic analysis.
Microsoft Active Directory (AD) and Hybrid Identity Assessment Evaluate the state of the entire AD infrastructure, including services configuration, directory health, management processes and compliance.
Microsoft Active Directory Domain Services Health Check Conduct a health check on Active Directory (AD) domain configuration, looking for misconfiguration and industry-standard security vulnerabilities in the AD setup.

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Microsoft 365 Security Assessment

Analyze your Microsoft 365 environment to ensure it is configured and secured based on your unique needs.

Microsoft Public Key Infrastructure (PKI) Health Check

Analyze the City of Mesa and OMNIA Partners Participating Public Agencies' design and configuration of your public security keys and provide recommendations to create a go-forward strategy.

Microsoft Security Threat Assessment

Analyze the City of Mesa and OMNIA Partners Participating Public Agencies' security posture as well as the tools and solutions used. Includes recommendations on a go-forward security strategy.

Palo Alto Networks Health Check

Analyze the health and posture of the City of Mesa and OMNIA Partners Participating Public Agencies' Palo Alto Networks environment as it relates to your security needs.

Splunk System Health Check

Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' deployment health through license usage, resource usage, server status, and usage patterns.

Splunk Data Optimization Assessment

Review current Splunk procedures, processes, and data sources for performance, capacity, configuration, and other indicators to identify any critical gaps and optimization targets. Provide recommendations on architecture and deployment.

CDW Workspace Assessments

Collaboration Architecture Advisory

CDW•G engineers will review your Cisco Collaboration environment for pain points and best practices while also analyzing the opportunities to leverage the latest advancements in Cisco Webex cloud collaboration technology. The engineer will prepare a report with the findings of the analysis as well as provide a high-level roadmap of recommendations so the City of Mesa and OMNIA Partners Participating Public Agencies get the most from their Cisco Collaboration investment.

Emergency Calling Assessment

Our highly qualified engineers evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' current collaboration environment for Emergency Calling best practices, including company policies, emergency response locations, remote and mobile users, notification alerts, and address delivery. The engineer prepares a report with the findings and provides the City of Mesa and OMNIA Partners Participating Public Agencies with a high-level roadmap of recommendations to limit your liability, ensure

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your users are able to reach emergency services quickly, and give you the best chance to receive help at the right location.
Customer Engagement Center Cisco UCCE Health Assessment CDW•G engineers review the City of Mesa and OMNIA Partners Participating Public Agencies' Cisco Contact Center Enterprise environment for pain points and best practices. The engineer prepares a report with the findings of the analysis as well as provides a high-level remediation plan to address any issues found.
Customer Engagement Center Business Analysis CDW•G business analysts meet with the City of Mesa and OMNIA Partners Participating Public Agencies' contact center teams to understand pain points and goals. The analyst looks for opportunities for improvement in handling, efficiencies, and opportunities to apply best practices. The consultant prepares a report with the findings of the analysis and provides the City of Mesa and OMNIA Partners Participating Public Agencies' with a high-level remediation plan to address any issues found.
Microsoft 365 Best Practice Assessment Workshop The Microsoft Office 365 Best Practice Assessment helps the City of Mesa and OMNIA Partners Participating Public Agencies' validate your existing Microsoft Office 365 design (e.g. Exchange Online) and validates it is configured according to best practices.
Microsoft 365 Governance Assessment Workshop Provides review and recommendations concerning the City of Mesa and OMNIA Partners Participating Public Agencies' Office 365 governance models and/or policies.
Microsoft 365 Network Performance Assessment Workshop Provides review and assessment of up to four workstations in (up to) four physically separate network sites. It evaluates the workstations' abilities to successfully access Office 365 services quickly.
SharePoint 2010-2019 Assessment Bundle Our SharePoint Migration Assessment leverages a proprietary tool developed by CDW SharePoint Specialists to scan the contents of your SharePoint Farm and help identify features and content that will impact your transition to another SharePoint service level/version. The Assessment Bundle includes the initial setup and run of the tool, in addition to a full assessment of a single SharePoint Farm.
CDW Microsoft Teams Assessment and Jumpstart This Microsoft Teams solution includes basic planning, design, adoption, and pilot migration. This project is a week-long engagement that allows the City of Mesa and OMNIA Partners Participating Public Agencies to utilize Teams in your production environment with adoption advice and content.
Microsoft 365 CISO Security Workshop

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The Microsoft 365 CISO Security Workshop allows CDW•G to learn about the City of Mesa and OMNIA Partners Participating Public Agencies' unique needs and develop a strategic plan based on approaches recommended by Microsoft experts. The workshop covers both product and solution best practices and configuration recommendations around the security features of Microsoft 365.

Microsoft 365 CISO Security Workshop with Sentinel

The Microsoft 365 CISO Security Workshop with Sentinel allows CDW•G to learn about the City of Mesa and OMNIA Partners Participating Public Agencies' needs and develop a strategic plan based on approaches recommended by Microsoft experts. The workshop covers product and solution best practices and configuration recommendations around the security features of Microsoft 365 and Sentinel.

Microsoft 365 Security Device Protection

As more and more users become mobile and are using a wider variety of devices, applications and documents need to keep up. How does the City of Mesa and OMNIA Partners Participating Public Agencies' manage these devices while providing secure and reliable access to applications and data? Microsoft 365 helps provide easy, secure access to any device, no matter where someone might be. Device Protection will include the steps necessary to understand your requirements and develop the deployment plan just for you.

Microsoft 365 Security Identity Protection

Microsoft 365 provides numerous tools to provide additional layers of security and also has tools to identify and protect access in real-time. Our Microsoft 365 Security Identity Protection Assessment Workshop includes the steps necessary to understand your requirements and develop the deployment plan just for you.

Microsoft 365 Security Information Protection

This engagement provides the best practices on how to configure the products to achieve the City of Mesa and OMNIA Partners Participating Public Agencies' goals. This will provide a functional roadmap to ensure security and compliance is built into the Office 365, Windows 11 and EMS solution.

Microsoft Enterprise Mobility + Security

This engagement reviews the City of Mesa and OMNIA Partners Participating Public Agencies' current environment to identify issues and usage of features. We review a single EMS subscription, including all the cloud components, Microsoft Entra ID P1/P2, Intune, Azure Information Protection, Azure Rights Management Service, Azure Advanced Threat Protection, and Cloud App Security. The results of the review provide recommendations to address issues and a roadmap for adoption of additional components.

Assessment of Workspace ONE

This engagement provides an in-depth discovery of the City of Mesa and OMNIA Partners Participating Public Agencies' Workspace ONE environment to ensure all

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management utilities are being used properly and that you are taking advantage of to get the best experience for your users and IT.
Health Check for Jamf Pro This engagement helps ensure you are managing your Apple devices properly through the mobile management utility Jamf Pro based on the City of Mesa and OMNIA Partners Participating Public Agencies' environmental needs.

Configuration Services

The City of Mesa and OMNIA Partners Participating Public Agencies Participating Public Agencies can rely on CDW•G to preconfigure their technology solutions and provide custom turnkey solutions for plug-and-play deployment. We offer a wide array of services to address the various tasks involved in configuration projects, including hardware and software installation and configuration, testing, imaging, domain integration, branding, labeling, asset management, delivery & distribution. Our Configuration Centers roll out 2.6 million products every year - more than 10,000 custom units a day.

The benefits of our configuration services are as follows:

- Lower configuration, integration, and overall deployment expense
- Reduce risk and time to deploy
- Improve delivery, distribution, and tracking of assets
- Complete projects on schedule
- Free IT staff and resources to work on higher-level projects

Our Configuration Team can provide many services, including:

- **Hardware Integration:** Hardware integration services include installation of memory, hard drives, NIC cards, video cards, and a variety of other components.
- **Software Configuration:** When it comes to software, your computers, mobile devices and servers will come with OSs and apps pre-installed. We offer White Glove Service to prep and provision Chromebooks.
- **Custom Imaging:** Including image creation, maintenance, and deployment, we can host a secondary server to connect to your SCCM or other image deployment server via VPN. Customizable options include pre- and post-imaging tasks like domain join and security upgrades.
- **Rack Configuration:** We mount and configure your network and security devices, rack-mount servers, chassis blade servers, storage, KVMs, UPSs, and PDUs into a rack structure, then cable and label before shipping.
- **Mobility Services:** We configure and activate your tablets, phones, handhelds, and Wi-Fi hotspots. Additionally, services that include MDM enrollment, App installations, IOS and Android updates are also available.
- **Custom Laser Engraving:** Your logos and other important information can be engraved onto notebooks, mobile devices, and other equipment. We can laser engrave static content and/ or one field of dynamic content, such as the device serial number.
- **Asset Tagging and Reporting:** You have the option to use CDW•G-branded labels, customer-provided labels, or our team can build custom labels that we print on-demand, including UID/IUID identification labels for US Government applications. Extensive information on your devices is available via the Order Reporting and Hardware Asset Management functions on your CDW•G Account Center.

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- **Network and Security Device Configuration:** We configure firewalls, routers, switches, access points, and IP phones for all the largest manufacturers. These services include system software/firmware upgrade or downgrade, uploading master configuration files, and configuration of IP address, subnet mask, and default gateway. All customization is based on the City of Mesa and OMNIA Partners Participating Public Agencies' unique specifications.
- **Burn-in Services:** We run your devices for 12 hours or more to ensure all components are working properly. This includes running a diagnostic program (where applicable) to test basic functionality. This service is designed to reduce the number of items that fail after a short period of use.
- **Software and Imaging:** We have a team of engineers, technicians, and team leaders trained to work on image and software deployments. Customer-specific deployment instructions are strictly followed to ensure your devices are imaged and configured your way.
- **Custom Packaging:** This includes kitting, palletization, inserts and welcome letters, and box labeling.
- **Buy and Hold Services:** This allows you to purchase products and have them held in a secure location anywhere from three months up to a year. CDW•G handles the configurations, customizations, logistics, and shipping requirements to ensure your pre-defined deployment schedule is met.

Configuration Quality Assurance

Either our own best practices or your specific deployment instructions are strictly followed to ensure devices are configured to meet each customer's requirements. The City of Mesa and OMNIA Partners Participating Public Agencies can provide a custom checklist to CDW•G for additional verification and testing.

All Configuration Center workers are trained on CDW's best practice quality assurance procedures that include a comprehensive check of each system we touch. First, we verify the compatibility of all components to be installed. Second, we verify that each component is installed properly, and the hardware installation is complete. Finally, we ensure that all hardware and software are functioning according to manufacturer specifications. Each step is completed by a qualified technician and verified by a Quality Control (QC) technician. CDW is ISO 9001:2008 compliant and the names of the primary technician and QC technician are recorded for all orders. All team members are held accountable for adhering to our quality assurance procedures. If any issues are encountered, CDW•G will contact you immediately to resolve the issue.

Any defective or damaged devices that are discovered during the configuration or warehousing process will be removed from stock and replaced with new, functional devices. The damaged or defective devices will be returned to the manufacturer on CDW's behalf. This process will not require the customer's involvement and should happen transparently to the customer.

Implementation Services

Our expert engineers configure and deploy your solutions to help you implement technology according to the City of Mesa and OMNIA Partners Participating Public Agencies' unique needs and ensure it works from day one. We can build, create, and analyze software or services, as well as test and release into a defined environment and implement changes outlined in the design phase. We implement technology adoption and organizational change management plans to ensure you're fully utilizing your technology solutions and deriving the value you expect.

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Any successful implementation requires careful attention to the management of the scope, people, and process of each project. Through our experience with numerous complex projects, CDW•G has refined an implementation methodology that uses project management best practices combined with real-world lessons learned. Our methodology has resulted in a standard for how we choose the people we hire, the way we structure our project teams, and the project milestones we set for customer acceptance.

We believe effective project management requires careful attention to the following plan elements and an appropriate level of communication between project participants. Our project plan includes the following components:

- Scope of Work
- Project Schedule
- Communication Plan
- Statement of Work
- Risk Management Process
- Change Management Process
- Issue Management Process
- Assumptions
- Deliverable Management
- Customer Responsibilities
- Partner Management
- Project Acceptance
- Contract

The graphic below provides additional insight into our comprehensive methodology.

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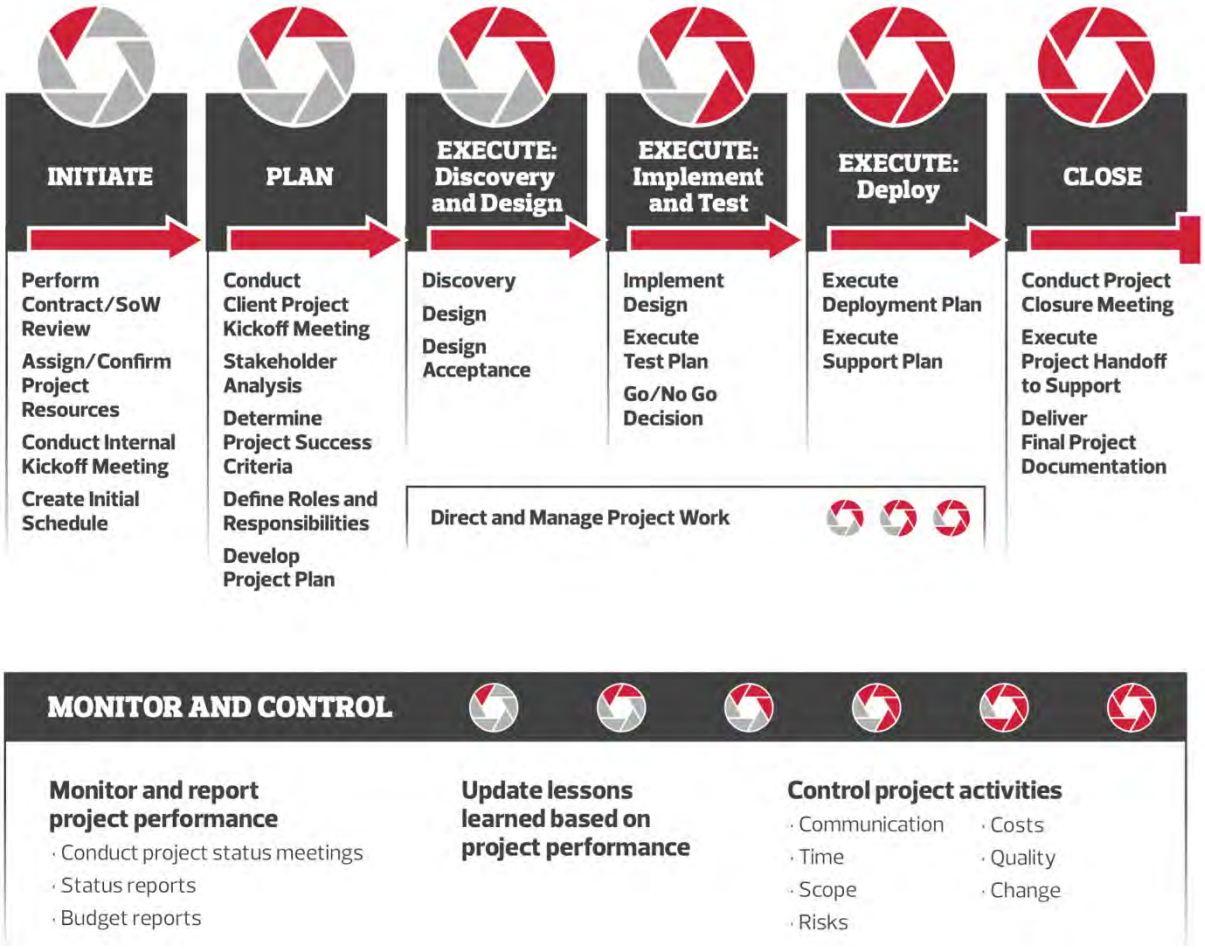


Figure 17. CDW•G's Comprehensive Project Management Methodology

Installation Services

CDW•G installs hardware, software, peripherals, and more. We offer a wide array of services to address the various tasks involved in configuration projects, including hardware and software installation and configuration, domain integration, branding, labeling, asset management, delivery, and distribution.

Our installation services include, but are not limited to, the following:

Computing Installation

Our installation services can help take the burden off your busy IT staff. We can help install and deploy new desktops, notebooks, and printers quickly and easily. We also assist with de-installation and moving of existing equipment, configuration services, and basic IT staff training (if needed) to ensure a custom solution that fits your environment.

Data Center Installation

We can help you optimize your data center with implementation services around your server, storage, power, and cooling technologies.

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Network Installation

Whether it be WAN or LAN, wired or wireless, we are ready to help you implement new network technology smoothly and efficiently.

Security Installation

In addition to offering a comprehensive security assessment, our security specialists can help ensure that your security solution is properly designed and implemented.

Interactive Whiteboard and Flat Panel Installation

Need to update a classroom or conference room with interactive whiteboards or flat panels? We offer manufacturer-certified specialists who can perform site-specific installation at your organization or institution.

Training Services

Our training sessions and programs align the training needs of your workforce with the goals of your technology projects, ensuring that teams across the City of Mesa and OMNIA Partners Participating Public Agencies' have the skills they need to support and optimize your tech stack long-term.

Product Training

CDW•G leverages our top partnership levels with the industry-leading OEMs on behalf of the City of Mesa and OMNIA Partners Participating Public Agencies. We work with you to host Technology Symposiums, which brings our best-of-breed partner network on-site to share key industry updates, product roadmaps, and technical deep dives. Our technical specialists, alongside OEMs will conduct product roadmap sessions, arrange demo loan products, and facilitate a combination of web and onsite training sessions.

CDW•G has two Technology Experience Centers (TEC) in the US that are fully functional data centers and networks, where the City of Mesa and OMNIA Partners Participating Public Agencies can experience technology in action — remotely or onsite.

These facilities offer onsite and remote demos of leading solutions and are managed by our Demo Lab team. These labs demonstrate how integrated solutions work in a real-world environment and help the City of Mesa and OMNIA Partners Participating Public Agencies determine which solutions best meet their needs. Demonstrations allow our customers to:

- See the newest technologies built as integrated solutions
- Host static demos that offer insight on how technologies work
- Help customers compare alternative solutions side by side
- Explore how the latest innovations can help customers achieve their goals

The City of Mesa and OMNIA Partners Participating Public Agencies can work with your dedicated CDW•G Account Managers to arrange a virtual or in-person visit to our Technology Experience Center. CDW•G will work to make as much training as possible through the above options.

Additionally, on any Professional Services engagements, knowledge transfer is part of our core methodology, ensuring that on-the-spot training is taking place and that IT staff knows how to manage and drive the new technology or environment upon our engineers' departure. CDW•G also offers a wide array of in-depth training options and workshops, highlighted below.

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Training Courses

We have experience in orchestrating IT projects and initiatives, from small and medium-sized businesses to enterprises. Combining our elite curriculum with the expertise and depth of our solutions and services gives the City of Mesa and OMNIA Partners Participating Public Agencies the skills you need to optimize your IT investments and achieve their most important outcomes.

Our courses meet the same standards for quality, interactivity, and alignment with today's biggest technology challenges. **Highlights** of our training courses include the following:

- Our courses are created and led by some of the world's best instructors, whose scores for delivery from students average 4.9 out of a possible 5.
- Each course is designed to maximize time spent in hands-on learning, including lab/range exercises and debriefs, tool walkthroughs, and case studies.
- Born out of some of the most demanding Security Operations Centers (SOC) in the world, our proprietary curriculum is uniquely sophisticated and pairs with vendor technology training to deliver a complete solution to your security and IT skills needs.
- Our training is developed in collaboration with industry leaders who share our commitment to thorough, leading-edge IT training. It's always up to date, with instructions specific to the latest versions of each tool.

Our courses are designed for virtual instruction, but they can also be taught live at your location. We'll tailor your workforce development program to meet the needs of each Participating Public Agency, wherever they are.

We offer courses and bundles to support virtually any project you may be initiating.

Please see our training catalog in Appendix 3. Additional courses and workshops include, but are not limited to, the following:

CDW OS ITSM Simulation/Executive Visioning Workshop

By participating in our IT Service Management (ITSM) business simulation workshop, the City of Mesa and OMNIA Partners Participating Public Agencies can learn how to increase the business impact of their internal service provision. This hands-on, highly interactive IT/Business workshop is designed to educate the City of Mesa and OMNIA Partners Participating Public Agencies' leadership and stakeholders in the business structure of process with technology.

Participants are given roles in a sub-optimal business unit in which they have to respond to real, everyday challenges and transform processes and underlying technology that meet the needs of the business. Results improve as each round concludes.

Benefits of this workshop include the following:

- Identify in real time how political, business, process, and technology issues intermingle and affect overall business results.
- Directly experience the increased efficiency yielded by process improvement.
- Achieve better alignment between leadership and staff as it relates to both process and internal cooperation.
- Learn to work better together as a team so that projects succeed.

CDW OS ITIL Training: One-Day Awareness/Three-Day Foundation

Our approach takes you on a journey through the five stages of the ITIL service lifecycle and helps the City of Mesa and OMNIA Partners Participating Public Agencies adopt best-practice

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processes used by leading organizations worldwide with tremendous positive impact. Whether you need full training and certification for key members or simply an executive overview for greater awareness and adoption, we've got you covered.

Our One-Day Awareness workshop educates and informs leadership by using case studies from organizations around the globe that have successfully implemented ITIL. We take a high-level, results-oriented approach to the People, Process, and Platform elements of the service improvement in order to convey:

- Key concepts of ITIL
- Practical guidance for applying ITIL to everyday IT situations
- How to align with business, control costs, and improve IT service quality
- Strategies to balance IT resources with business needs and objectives
- The role of technology and how to maximize its value

Our Three-Day Foundation course covers all material specified in the ITIL Foundation certificate and prepares attendees to successfully achieve their Foundation certification. We infuse real-world examples throughout and discuss overcoming the practical challenges and barriers to implementing process improvement. All of our instructors are ITIL experts and have years of hands-on IT practitioner experience, enabling them to effectively intertwine theory and real-life stories and scenarios.

CDW OS Process Alignment Workshop

Process improvement consulting is critical for state agencies striving to advance their process maturity in order to improve IT service delivery responsiveness, maintain consistent levels of service, and increase customer satisfaction.

Led by our Advisory Consultants, this half- or full-day Process Alignment Workshop is grounded in ITIL and industry best practices. Instead of reinventing the wheel, we'll focus on new processes that are in-scope for a project, aligning with existing processes in order to work together at all levels.

IoT Transformation Workshop

Our Internet of Things (IoT) Transformation Workshop is designed to help the City of Mesa and OMNIA Partners Participating Public Agencies understand your data needs, determine return on investment (ROI), and evaluate their foundational infrastructure to determine if any technical components should be retired, evolved, or added before implementing an IoT technology initiative.

In the workshop, we will walk through five focus areas:

- **Business drivers:** We'll outline business drivers for IoT, starting with your key stakeholders, business processes, business systems, and linkage to company goals.
- **Data investigation:** We'll review the data that needs to be derived. What kind of data are you gathering? Can this data be used by other departments? Is it revenue-generating data that can be sold to your customers as a service? We'll help you review your data to determine how your business will benefit from the data discovered as part of this workshop.
- **System of systems:** Do you need to pull in third-party data for this solution? Examples may include data from The Weather Company (an IBM business), mapping software, or data from other external tools or systems.

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- **Infrastructure readiness:** We'll determine if your infrastructure is adequate for the proposed IoT solution.
- **IoT technology:** You'll understand what related IoT technologies will need to be implemented for your new solution

CDW Information Security Cybersecurity Workshop

We offer half-day and full-day Cybersecurity Workshops for security leaders. We assemble our top experts in a range of domains — from compliance to data governance to zero trust to IAM and more — and spend dedicated time with your team to validate strategies, recommend best practices and align with organizational goals and expectations.

Our workshops are tailored to each state agency's needs and goals, with subject matter experts from a range of specialty areas. These sessions can be scheduled to kick off the beginning of a strategic planning cycle, to validate an existing plan or to "course correct" in the middle of execution. Each full-day or half-day workshop includes:

- **Expert Panel:** A grouping of experts, tailored to your desired topics of discussion. Workshops can be domain specific or can span the entirety of your cyber strategy.
- **Clear Recommendations:** Our workshops are designed to produce actionable guidance that makes a material improvement in your security program.
- **Fresh Insights:** Our experts are specialists in their fields, giving you the scoop on the newest technologies, best practices in the field and 12-18-month trend predictions.

CDW OS Organizational Change Management Planning Workshop

This three-day workshop teaches participants the Organizational Change Management (OCM) framework for managing the effect of change on an organization, including new business processes, changes in organizational structure, overcoming cultural hurdles within an organization and more. We accomplish this through an approach that is based on the five-step ADKAR framework in order to help you deal with the human-aspect of change management: Awareness, Desire, Knowledge, Action, and Reinforcement.

This workshop offers a myriad of valuable benefits aimed at enhancing your organizational prowess. Delving into the organizational history of the City of Mesa and OMNIA Partners, participants will gain a comprehensive understanding that serves as the foundation for crafting an effective communication and marketing plan, inclusive of targeted training initiatives. The workshop goes beyond theoretical concepts, providing practical insights into resistance management planning, a crucial skill set designed to preempt and navigate adoption challenges seamlessly. Additionally, our expert facilitators will guide participants in the formulation of a robust coaching plan, enabling them to identify and leverage strategic opportunities for optimal growth and development. In essence, this workshop is a holistic approach to empower your team with the knowledge and tools needed to propel your organization toward success.

PMO Assessment Workshop

Our DCT leads our Project Management Office (PMO) Assessment Workshop. This workshop is a high impact, comprehensive program to assess and improve Project Portfolio Management (PPM) practices over the course of 3-4 weeks. This comprehensive program consists of three survey domains: PPM current state, PPM satisfaction, and PPM assessment.

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IT Practices Workshop

Led by our DCT team, the IT Practice Review workshop gives the City of Mesa and OMNIA Partners Participating Public Agencies visibility into how your organization operates. Through a holistic approach, we look beyond process documentation into how teams work together. Each Agency is unique, and how processes are designed and implemented can either work for or against business objectives. In 2 short weeks, agencies will have a high-level map of their strengths and weaknesses and a plan to ensure their processes propel them to reach their goals.

IT Resource Cost Benchmarking Workshop

It's simply good business to operate in a cost-efficient manner and continually look and plan for opportunities that will improve the bottom line. Led by our DCT team, our IT Resource Cost Benchmarking Workshop can help the City of Mesa and OMNIA Partners Participating Public Agencies identify and plan areas for cost optimization using data-based metrics and relevant industry comparisons to support best-case decisions. Whether each agency is anticipating a cost reduction mandate, focused on continuous improvement, or simply wants better insights into their IT cost structure, our cost benchmarking study will have you covered.

For more of our training offerings and workshops, please see our training catalog in Appendix 3.

Maintenance Services

CDW•G offers various maintenance agreements to cover all types of vendors, products, and service levels. Our offered maintenance agreements give access to cover all vendors, products, and service levels with just one toll-free number. Types of available agreements include the following:

- **Coterminous Support Contracts.** A coterminous support contract can take the City of Mesa's existing manufacturer support plans and roll them together with one standard end date to eliminate the risk of a lapse in coverage.
- **Break/Fix Maintenance Agreement.** These annual maintenance agreements and contracts cover the repair or replacement of in- or out-of-warranty equipment.
- **Retainer Contracts.** Retainer contracts provide a designated block of time that guarantees the City of Mesa's access to field service and support staff, including system engineers, network technicians, PCs, and printer repair technicians, and more.

For a more comprehensive overview, please see "Repair" above.

Advisory Services

Please see "Consulting and Advising" above.

Managed and Support Services

CDW•G offers a wide variety of managed and support services. In June 2023, we ranked #10 out of 501 in the prestigious 2023 Channel Futures Managed Service Providers (MSP) 501 rankings; MSPs that qualify for the list must pass a rigorous review conducted by the research team and editors of Channel Futures. Applicants are ranked using a unique methodology that weighs financial performance according to long-term health and viability, commitment to recurring revenue, and operational efficiency.

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Our Managed Services offerings allow the City of Mesa and OMNIA Partners Participating Public Agencies to contract for support of your networks, systems, databases, and select applications. Our modular approach to IT management allows you to select services that best support your individual organization's goals and current capabilities.

We offer end-to-end solutions, including strategy development, technology selection, implementation, and operation. We offer multiple delivery models, including on-premises, off-premises, cloud, and as-a-Service models. Benefits of our Managed Services practice include the following:

- Establishing security posture
- Improving governance and overall operation
- Increasing availability and performance
- Making informed, strategic decisions based on data

Services include:

- Managed Infrastructure
- Managed Cloud Services
- Managed Security Services
- Managed Resiliency Services
- Managed Digital Experience

Managed Infrastructure Services

We offer ITIL-based monitoring and management services to help you manage your existing environments and focus on value-driving initiatives with Mainframe, IBM Power Systems, Converged and Hyperconverged Platforms, OS, Database, Storage, Network, Application Managed Services, and Service Management. Part of our Managed Infrastructure Services include, but are not limited to, the following:

Operating Systems, Applications, and Services

- Managed Patching as a Service
- Managed Mainframe Services
- Managed Mainframe Automation
- Managed Mainframe Monitoring

Data Center

- Managed Colocation Services
- Managed Storage Services
- Managed Backup and Restore Services
- Managed Server Virtualization Services
- Managed Database Services
- Managed Converged Infrastructure Services
- Managed Hyper-Converged Infrastructure Services

Network

- Managed Switching Services for OEMs such as Aruba, Cisco, Extreme, HPE, Juniper, and more.
- Managed Routing Services
- Managed Load Balancing Services
- Managed WAN Optimization Services
- Managed Wireless Networking Services

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- Managed Policy and Access Services

Managed Cloud Services

We help make your cloud initiatives successful — from application through migration and management with Cloud Enablement Services, Managed Private Cloud, Managed Cloud – AWS, Azure, and Google Cloud Platform (GCP), Managed Security for AWS and Azure, Sirius Power Cloud, SIEM as a Service, Monitoring as a Service, Patching as a Service, Unified Communications as a Service and Backup as a Service.

CDW•G has a Government Cloud Managed Services Team that understands the unique challenges public agencies face with regard to managed cloud solutions because we understand that managing a complex and evolving cloud environment requires unique and specialized skills. When production and business-critical systems must remain online without disruption, we can keep your infrastructure operating optimally. Our Managed Services for Cloud are an integral component of the City of Mesa and OMNIA Partners Participating Public Agencies' end-to-end digital transformation.

With CDW•G's trio of cloud MSP certifications, we have the expertise and experience to support the City of Mesa and OMNIA Partners Participating Public Agencies across all major cloud platforms. With AWS MSP and Microsoft Azure MSP certifications already under our belt, we are now one of a select few providers in North America, and an elite group of providers globally, to hold all three major cloud MSP certifications. Whether Participating Public Agencies are looking to migrate to the cloud, optimize their existing cloud environments, or manage multiple cloud platforms, CDW•G has the capabilities, talent, and resources to help the City of Mesa and OMNIA Partners achieve your unique goals. An overview of our Cloud Managed Services offering is as follows:

- **Managed AWS Services:** Our comprehensive next-generation Managed Services for AWS is backed by more than 20 years of managed services support experience. Delivered through CDW's Enterprise Command Center and managed by AWS-certified architects, consultants, and engineers, the City of Mesa and OMNIA Partners can focus on proactive initiatives and outcomes, not technology management.
- **Managed GCP Services:** Our GCP-approved architects, consultants, and engineers provide the day-to-day management so you can harness the power of your technology instead of simply managing it. Our cloud experts work closely with our customers to guide them to an end-to-end cloud management strategy that brings clarity to the cloud.
- **Managed Azure Services:** As a CSP provider for Azure and a Gold Platform member of the Microsoft Partner Network, CDW assists customers with the adoption and implementation of Azure securely and efficiently. We have a long-standing, award-winning relationship with Microsoft that we extend to our clients.
- **Google Cloud Managed Service Provider (MSP) Initiative:** CDW has successfully completed the requirements to participate in the Google Cloud Managed Service Provider (MSP) Initiative, bringing new capabilities to CDW•G's services portfolio and turning it into a trifecta in cloud-managed services. Google Cloud's differentiators bring to CDW an opportunity to accelerate customers' interest in innovative Managed Security Plays and Generative AI ventures. To receive this Google recognition, CDW demonstrated through third-party expert-assessment deep knowledge of Google's technology stack; CDW proved experience and stability in long-term managed customers and showcased a sound practice of support operations with Google-certified individuals on-call.

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Managed Security Services

Today's siloed security tools force analysts to pivot from console to console to piece together investigative clues, resulting in painfully slow investigations and missed attacks. Even though they've deployed countless tools, teams still lack the enterprise-wide visibility and deep analytics needed to find threats. Faced with a shortage of security professionals, the City of Mesa and OMNIA Partners IT Teams can leverage CDW•G to simplify security operations in a vastly changing security landscape. CDW's Managed Security Services bring mature processes and industry experts to support your security threat landscape.

The CDW Managed Security Services suite provides coverage for critical security tools and processes. The support model includes 24/7/365 support; this type of around-the-clock monitoring is essential for government entities like the City of Mesa and Participating Public Agencies that require vigilance and prompt response, all while complying with local regulations and standards. Our 24/7/365 model includes support for the following:

- Vulnerability Scanning Management
- Next-Generation Firewall
- Endpoint Protection
- Identity Access
- Security Incident Event Management
- Behavioral Analytics
- Security Orchestration Automation and Response

Our 24/7/365 Security Operations Centers stop threats with a cohesive, multifaceted approach designed to maximize return on investment by utilizing the top security tools in the industry, including, but not limited to, the following: Tenable, Palo Alto Networks, Cisco, Check Point, IBM, Exabeam, and CrowdStrike. Workflows are built on time-proven ITIL processes combined with top-tier commercially available tools to avoid vendor lock-in due to proprietary solutions.

To enhance deployed security tools, CDW•G uses threat intel feeds, proactive threat hunting, IOC research and investigation, automation, and machine learning. Your security landscape is supported by expert analysts with extensive experience and credentials. Our security team has 500+ security certifications and a team of 500+ experts. Some of our certifications include, but are not limited to, the following:

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Figure 18. Overview of Security Certifications

Managed Resiliency Services

We help maintain business continuity and recover critical applications and data with Managed Backup, Managed Disaster Recovery, and Managed High Availability.

Thoroughly protecting your organizational data from threats and recovering when needed can be complicated. With CDW Data Protection solutions, from industry-leading partners, defining data management capabilities throughout the data lifecycle — from creation to destruction — is easy, and provided as a fully managed service.

CDW can completely operationalize your data protection environment for one low monthly fee, with design, configuration, and implementation of your Rubrik environment according to your requirements. Deployment, monitoring, and full support of the environment, including the hardware and software, can all be done for a predictable monthly expense.

Managed Digital Experience

We help manage messaging, videoconferencing, voice, video, Unified Communications as a Service, SD-WAN, and business applications. We help provide a richer end-user experience by managing virtual workspaces such as virtual desktops and Citrix and the Microsoft Office 365 tools and orchestration.

Managed Services Levels

We provide three levels of managed services:

- Advanced Monitoring -- Bronze
  - Advanced Monitoring includes comprehensive monitoring and alerting for supported technologies. In addition to basic availability monitoring of devices and services, CDW also provides error/exception monitoring, threshold monitoring, and performance utilization monitoring. All monitoring data is available through a web-based reporting engine.

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- Proactive Maintenance – Silver
  - Proactive Maintenance includes patching services. CDW proactively monitors vendor patch availability, analyzes patch necessity and priority, and applies recommended patches to your system.
- Availability Management – Gold
  - Availability Management includes break/fix engineering support and an SLA for device availability. CDW's SLA for all Gold level modules is a 99.9% monthly services uptime guarantee.

Each of the levels encompasses the previous levels. There is no loss in service when moving to a more comprehensive level, meaning that no operational tasks are lost when moving between levels.

Support and Continuous Improvement

CDW•G experts provide technical support for complex technology solutions when your IT, development, and business teams need it. Our experts work with you to continuously optimize your technology environment.

Staff Augmentation Services

For more than 20 years, CDW•G has been providing customers the ability to staff their projects by giving them access to our experienced architects, engineers, project managers, and consultants drawn from our deep national and in-market resources. Our goal is to provide the City of Mesa and OMNIA Partners Participating Public Agencies the ability to scale up and down your augmented workforce on demand, giving you the ultimate flexibility to meet your evolving needs and upcoming project plans. Staff augmentation ultimately reduces costs; the City of Mesa and OMNIA Partners Participating Public Agencies can quickly access experts without a long-term commitment, lengthy hiring process, or administrative burdens.

CDW Staff Augmentation Services help meet the demands of your organization in unique ways. We provide skilled staff to augment your team with expertise in a wide range of technologies, offering an objective view of IT that ensures you will always receive the right solution to your problems while minimizing payroll costs and maximizing time savings for your priority projects.

We have a wide range of resources ranging from Level-One help desk to Senior Engineers and Architects to Management. Our areas of support run the gamut - from Networking to Cloud Engineering, DevOps, to Application Development. A snapshot of our areas of expertise can be found below:



Figure 19. CDW•G Staff Augmentation Areas of Expertise

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Professional Services

A variety of our professional services have been described throughout our services offering section thus far. As mentioned, our project managers and consultants work directly with the City of Mesa and OMNIA Partners Participating Public Agencies to design and implement every facet of your IT solution. After assessing your current environment and business objectives, they'll produce a detailed project blueprint. Partnering with your existing staff, they'll oversee the full implementation of the solution. After a successful implementation, they'll perform quality assurance and troubleshooting before leading an in-depth closeout meeting to make sure your team is ready to take the reins. Our end-to-end support ensures that your solution can do it all: improve end-user experiences, increase efficiency, and free up your team.

OMNIA Success Story: Midsized County

Background

Government entities often find themselves having to act very quickly to follow through on their most critical initiatives. They typically have an idea of what they want to accomplish, yet the path to execution is rarely straightforward. Whether it relates to budget approval, how long funds are available, or the expertise to go from idea to implementation, IT Departments must be ready to act quickly, requiring a partner they can trust to execute at a moment's notice.

Challenge

This mid-sized County, like many of their peers, has a small IT team, with the knowledge and expertise to keep things running, but implementing new technologies on a regular basis is a continued challenge. Not only is their staff somewhat unfamiliar with the latest offerings in areas like Hyperconverged Infrastructure and Next Generation Data Protection, but once funds become available, the prospect of lacking in-house resources to implement these innovations within the necessary timeframe is a major concern.

Solution

This County needed a partner that could complement the strengths of their IT team and walk hand in hand with them to help design, implement, and manage complex technologies. CDW•G presented technical engineers to help educate the team on the solution, informing them on how the technology functions, as well as properly standing up the solution in their environment. CDW•G deployed resources to help with everything from network equipment, network security, and data protection – from advisory services to setting policies on their new equipment.

Success through OMNIA Partners

OMNIA Mesa and CDW•G were the perfect procurement vehicle for this County to deliver on these "just-in-time" technology solutions that are becoming more and more essential in the local government space. CDW•G instilled in IT leadership the confidence to undertake projects, guiding them seamlessly from conception to implementation, transforming what once seemed unattainable into achievable milestones with a trusted strategic partner.

This customer leveraged the Mesa OMNIA contract as a swift and efficient avenue for procurement, guaranteeing the responsible allocation of constituent funds. Entrusting CDW•G as their advocate, the IT department could rely on expert guidance to select the optimal technology, ensuring seamless functionality from day one.

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Comprehensive Product Offering

k. Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

CDW•G's comprehensive line of products and services can be found at www.cdwg.com. We have also provided our Line Card in Appendix 2.

However, our offering would not be complete without highlighting our sector-specific services and capabilities. We understand that state agencies, local governments, higher education institutions, and K-12 entities have different needs.

CDW•G for Public Safety

CDW•G's Public Safety Team has a specialized practice devoted to public safety issues, with more than 20 years of experience and hundreds of engagements to our credit. Fire, Police, and other Emergency agencies face unique challenges, even different from other government agencies. Understanding this, we built a team with the sole focus of supporting our nations critical Public Safety agencies. Our team of dedicated Public Safety Business Development Managers will guide the City of Mesa and Participating Public Agencies to the most impactful choices, address all the requirements, policies, and strategies you face every day, and show you how the pieces fit together.

At CDW•G, we actively engage with fire, police, emergency medical services, emergency management, and other agencies, offering invaluable insights into their myriad options. Recognizing that a little guidance can yield substantial results, our profound knowledge and expertise in deploying cutting-edge technology stand ready to empower decision-makers in selecting optimal public safety solutions.

Modern-day emergency management and first response require fast and always-available access to information. Without it, police officers, first responders, and emergency personnel are at a disadvantage against criminals and natural disasters alike. Innovative digital solutions provide new, engaging approaches to fulfilling missions and keeping communities safe.

Our offering covers the full spectrum of capabilities:

Video

- In-vehicle video, capture, and management
- Body-worn cameras
- Interview room monitoring
- Fixed security
- Surveillance
- Analytics
- Collaboration and telepresence
- Case management

Mobility

- Mobile data laptops and tablets
- Data collection and scanners
- Mobile printing
- GPS and automatic vehicle location
- Mobile access routers
- Wi-Fi solutions
- Advanced authentication

Data Center

- Servers and storage area networks
- Hyperconverged infrastructure
- Backup and recovery
- Virtualization
- Cybersecurity
- Unified communications
- Enterprise wireless

Command, Control, and Intelligence

- Mission Critical Operations Centers
- Data Visualization and Analytics
- Situational Awareness Platforms
- Mobile and Deployable Solutions
- Evidence Management

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- Cloud solutions
- Virtual private network mobile software
- Cloud solutions
- Alert and mass notification
- systems
- Power and cooling
- Cloud solutions

CDW•G understands that each state has different laws pertaining to the sale of physical security/public safety hardware and equipment; CDW•G ensures that we have or will have applicable licensure for any products and equipment we provide to the City of Mesa and OMNIA Partners Participating Public Agencies.

Success Story: Implementing Situational Awareness Rooms for a Large Urban City

Law enforcement bureaus were looking for methods to mitigate risk and engaged CDW•G in these discussions. This conversation started an 18-month process of consulting and designing a new Joint Operation Command Center (JOCC) that could be used at a central location by engaged bureaus.

The JOCC is designed to provide joint command capabilities for more than five federal partners and will serve as a command and control center for the City's significant events moving forward. Additionally, the JOCC will be a central point of communication and control for future civil unrest.

The primary Command Center seats 80 individuals and includes a 1.1M LED 80 feet wide video wall. Additionally, the center contains seven adjacent conference rooms fully equipped with digitally transformed audio-visual systems. Work began in the last quarter of 2022 and will be one of the leading operations centers in North America.

CDW•G for Education

CDW Education understands the challenges – and opportunities – involved in building a flexible and supportive personalized learning environment for K-12 and Higher Education students. We currently support 2,300 K-12 and 1,400 Higher Education (Higher Ed) institutions and entities on the existing City of Mesa and OMNIA Partners contract. You can continue to count on us to guide you through tight budgets, numerous choices, and expertise shortfalls so that you're prepared to meet your IT needs, now and in the future. Through the acquisition of Amplified IT in 2020, we are further able to support our education customers with our own tools, such as LittleSIS, Gopher, and more.

We know that our education customers' need for vendor support does not stop at deployment completion. Maintaining technology program innovativeness and alignment with your education goals is a continuous and daunting task. In fact, in a year, your program may look very different. You need a vendor that does more than meet your technology requirements right now; you need a vendor partner that shares a passion for education and continued development to future-proof schools, staff, and students for long-term success. Our Education Strategists help educators include technology as part of their educational planning and goals; we pledge to remain dedicated to supporting the full scope of each OMNIA Partners Participating Public Agencies' technology and related educational needs.

We have actively expanded our catalog, certifications, and solutions to address the latest developments in Education technology, including cloud, IoT, drones, and esports, so that we can continue to support the changing needs of the City of Mesa and OMNIA Partners

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Participating Public Agencies. In addition, we have dedicated CDW•G Education resources aligned to these solution areas to help you understand and implement them. Moving forward, we expect the landscape in which we compete to continue to evolve as new technologies are developed, and we will continue to evolve with those technologies.

We offer a variety of education-specific services and solutions, some of which align with leading manufacturers, such as Amazon Web Services (AWS), Microsoft, and Google. Our goal is to help empower students, families, faculty, staff, and administrators as they explore and build opportunities for improving academic outcomes. Some of these services and solutions include, but are not limited to, the following:

CDW•G and Google for Education

We are a Premier Google Partner on a mission to empower schools to get the most out of Google Workspace for Education. In August 2023, we were awarded Google Cloud's Partner of the Year in the Specialization category for excelling in the Education sector and delivering positive customer outcomes. Our teams of education and technology experts have served more than 4,200 districts across the US and Canada, including 12 of the 15 largest districts.

- **CDW Collaboration Amplified Support for Google for Education:** Save your IT team valuable time and resources and empower them to make the right decisions for your institution's digital infrastructure. Equip them with the support they need to prevent and mitigate technical challenges like network errors, misaligned settings, security breaches, app degradations, and more. The Amplified Support for Google for Education service partners technical staff with Google IT specialists who provide on-demand support, customized solutions, and professional collaboration to help your institution keep up with Google's ever-evolving environment, optimize the operation of your Google for Education domain and Chrome OS, and achieve the strategic goals of your administrators, educators, and students.
    - Support services include on demand support with highly responsive SLAs, customized solutions, and professional collaboration.
- **CDW Collaboration Chrome Checkup:** With the rapid adoption of education technology through a 1:1 model, classroom carts, or computer labs, Google Admins are managing the settings and configurations for Chrome and fleets of Chrome devices. Neglecting to keep up with Google Chrome updates and the normal degradation that comes with usage can leave Chrome devices vulnerable to metric and data errors, security breaches, and operations issues. A Chrome Checkup explores an institution's current Chrome and Chrome device settings in the Google Admin console to provide recommendations based on education best practices to ensure their fleet is optimized for success and ready for deployment.
- **CDW Collaboration Google for Education Audit**: Ongoing Google for Education feature changes can make it difficult for you to keep your institution's Google Workspace domain up to date. Neglecting to properly configure even a few settings in the Google Admin console can leave it vulnerable to undelegated access, metric and data errors, and security breaches. The Google for Education Audit analyzes your Workspace environment against the latest education best practices and Google Workspace updates and provides an actionable plan to improve the efficiency of your domain for the success of your administrators, teachers, and students.
- **CDW Collaboration – Google Voice for Education:** Google Voice is a simple, smart, and scalable cloud-based phone solution that allows administrators and teachers to stay connected to students and parents via a desktop phone or cellular and computer devices

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without having to use their own phone numbers. With the options of remote, hybrid, and in-person teaching and learning models exposing the need for schools to have an efficient communication system, Google Voice is a valuable option that puts administrators and teachers in control of their call logs, whether teaching and learning are happening in the building or at home. Google Voice is intelligently optimized, secure, and compliant and fits seamlessly into the Google Workspace for Education workflow.

- **CDW Collaboration – Google Workspace for Education KickStart:** The Google Admin console has over 1,000 settings that do not come out of the box tailored to meet the needs of your institution, and Google Admins are left to build out the Google Workspace for Education domain on their own. This can result in misconfigurations, improper OU structure, an abundance of delegated permissions, and security vulnerabilities that affect teaching, learning, and safety. A Google Workspace for Education KickStart provides institutions with a configuration guide for all the settings in their Google Admin console. Recommendations are based on education best practices and an institution's unique strategic goals, so the domain is operating at its highest level from day one.

CDW•G and Microsoft for Education

CDW's Amplified for Education Services offer comprehensive Microsoft 365 EDU support to schools, addressing your most urgent problems in classroom technology, remote learning, device management and security. With our expertise, you can optimize your learning environment by leveraging Microsoft technology and affordable Windows 11 Education devices to their fullest potential.

We offer multiple Microsoft EDU Services for your environment, including:

- **Microsoft EDU Modern Management Program | Intune for Education Pilot**: By streamlining device management, reducing downtime and IT support costs, and improving data protection, Intune for Education can complement schools' current Intune for Enterprise as an add-on or a stand-alone plug-and-play service. With its focus on delivering high-quality, innovative, and inclusive education for all students, Intune for Education empowers schools to leverage their existing infrastructure while enhancing their device-management capabilities specifically tailored for educational settings.
- **Microsoft Education Discovery and Design | M365 EDU Ecosystem Assessment:** By providing clear guidance on what tools are being utilized or not utilized, this assessment enables ITDMs to optimize software usage, reduce unnecessary spending and make informed decisions about their technology budget.
- **Amplified for Microsoft EDU | Windows 11 Readiness Assessment:** The Windows 11 Readiness Assessment includes a series of workshop sessions that help schools evaluate EDU environments in preparation for the deployment of Windows 11 and its features, identify scalability constraints, make informed decisions, and implement the necessary enhancements to ensure successful adoption.
- **The CDW Education Collaborative | Microsoft:** The CDW Education Collaborative is a forward-thinking community of K-12 districts looking for insights and best practices for administering and mastering Microsoft 365 Education and Google for Education ecosystems. The Education Collaborative provides a one-stop shop to access useful content and helpful advice from fellow education IT professionals, CDW professionals, and Microsoft and Google insiders.

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CDW•G and AWS for Education

We are part of AWS' Partner Network with an active Advanced Consulting Partner status. CDW•G coworkers have earned more than 200 AWS certifications, including the AWS Database and Data Analytics Specialty Certifications, as well as the AWS Migration Competency, AWS Storage Competency, and more.

- **CDW Hybrid Cloud AWS Appstream Implementation Services (Education Segment):** With more students learning remotely with less-robust devices, the demand for remote application access is growing. The AWS AppStream service allows students to access their critical apps remotely, and CDW•G has developed a turnkey service to get your students and institution up and running. Provide access to the applications your students need without the expense and security risk of building and hosting on your premises. CDW•G will plan, configure, and deploy the AppStream solution for you.
- **CDW Classroom in the Cloud on AWS Hybrid Cloud:** The cost of purchasing, installing, implementing, maintaining, and replacing the hardware and software needed on your facilities to accommodate the curriculum your students need can create a budget black hole, which is why we created our Classroom in the Cloud on AWS, an enhanced Desktop-as-a-Service (DaaS) solution. Allow CDW•G to help you increase efficiencies, decrease costs, and improve the student experience by building virtual classrooms and labs in AWS. With CDW•G's Classroom in the Cloud service, you have the flexibility to spin classrooms up and down, use online faculty resources, and provide students with 24x7 access to complete or repeat work outside of class, all while keeping costs at the requisite minimums. In addition, CDW•G can provide you with content for the grant proposal necessary to receive the funds to use this service, if needed.

These sector-specific offerings provide insight into our capabilities; however, they are not comprehensive.

Success Story: Custom-Built Esports Room in a Southeast School District

Background

Several educators at a junior high school created an after-school esports club that met online during the pandemic. When students returned to campus, the club met in the school library. The staff and principal envisioned so much more; they wanted to add esports to the curriculum and build a dedicated esports room. They pitched their ideas to school district leaders and quickly won support.

The CDW•G team, which includes esports experts, initially met with school officials in the spring of 2021 to discuss the district's immediate and long-term goals. In doing so, they learned the gaming room needed to be multifunctional for teaching both esports and other classes.

Engagement and Solution

The district took advantage of CDW•G's Blueprint to Design service, which includes its furniture partner Spectrum Industries, to create an initial floor plan and design for the room.

At the same time, CDW•G's esports advisers made technology and furniture recommendations to fit the district's budget. After receiving feedback on the initial designs, CDW•G developed new 2D and 3D renderings for the space. During this process, CDW•G held multiple virtual and onsite visits. Before the technology and furniture arrived, the school

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hired a general contractor to equip the room with enough electrical outlets and network drops for the PCs and other equipment. With the infrastructure complete, CDW•G and their installation partner installed the LED lighting and 65- and 75-inch Samsung displays. Once the furniture and tech equipment arrived, we assembled the gaming desks and chairs and installed the computers and gaming peripherals.

Outcome

In the fall of 2021, this junior high school opened a state-of-the-art esports room, transforming a traditional classroom into a rich learning environment. This esports room has become the home for a semester-long interdisciplinary course that teaches them about the career and technical skills they will need in the fast-growing field.

Financing

I. Financing: Options available such as lease programs and conditional sales contracts.

CDW•G has an in-house Financing Solutions Team to help the City of Mesa and OMNIA Partners Participating Public Agencies navigate among our tailored payment solution options, which include leasing, financing, subscriptions, etc. We take a consultative approach to financing options that ensure the City of Mesa and OMNIA Partners Participating Public Agencies' goals are met.

At CDW•G, we focus on providing the best solutions in the industry—and that includes Financing Solutions. CDW•G can facilitate an agreement between OMNIA Partners Participating Public Agencies and various leading financing companies that can help each Participating Public Agency obtain the payment terms that best fit their unique needs and budget requirements. Agencies can secure a payment solution structure with maximized options and terms.

CDW•G's Financial Partners provide the best option to fit the City of Mesa and OMNIA Partners Participating Public Agencies' needs. For agencies with a Master Lease Agreement established, we likely have a partnership in place with their provider or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. Often, we leverage relationships with our partners to offer more advantageous rates, terms, and structures. For agencies that have diversity requirements to meet, we can recommend small and diverse partners that hold relevant certifications.

Our Premier Financing Partners include, but are not limited to, the following:

- Arrow Capital Solutions
- Cisco Capital
- Dell Financial Services
- HPE Financial Services
- Lenovo Financial Services
- LEAF Commercial Capital, Inc.

Conditional Sales Contracts

CDW•G offers conditional sales contracts. Our consultative approach to financing options ensures that the City of Mesa and OMNIA Partners Participating Public Agencies receive a tailored solution offering that aligns with your needs and budget requirements.

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Distribution of Products and Services

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

CDW•G provides nationwide delivery for our hardware products and has a robust system in place to secure timely delivery. Many of our top manufacturers and software publishers' representatives are onsite at CDW•G's sales offices to facilitate requests for information and assist with designing the best possible solutions.

- We receive detailed insight into supply chain availability, manufacturing delays, distribution shortages, and overstocks, as well as other disruptions related to supply and demand variability
- We often secure additional inventory to offset any known supply issues
- CDW•G works closely with our vendor partners to train and certify our account managers and technical staff and to deploy and manage technologies in customer environments
- CDW•G has received awards and recognition from our partners for developing and delivering exceptional solutions

Products and services will be offered to all states under the Master Agreement, including US Territories and Outlying Areas where allowable and applicable by local government regulations, CDW•G contractual limitations, and our relationships with the respective manufacturers.

Additionally, due to the relationships that CDW•G has with both OEM partners and shipping carriers, we ensure the traceability of products regardless of their origin. If products are shipped directly from a manufacturer location, our logistics and drop ship team maintains active communication with the manufacturer and the preferred carrier to ensure that the correct number and model of products are being shipped, and that shipment schedules are being met.

We do not procure from gray market vendors and only work directly with manufacturers and their authorized sources. Our supply chain complies with industry standards to support the IT needs of public sector customers. Our catalog contains a vast range of manufacturers, so customers can expect transparency since we do not manufacture products ourselves. The Government Industry Data Exchange Program provides a report of counterfeit or suspected counterfeit products weekly. We cross-reference this list with our inventory and sales. To date, none (0%) of the products we've carried or sold have been classified as counterfeit. All of CDW•G's shipping and quality processes are based on the ISO 9001:2015 certification standards, of which we are certified.

Streamlined Order Process and Fulfillment

Once an order is credit-released, it goes to the purchasing department to check whether the products are in stock. If products require configuration services, they will be sent to CDW•G configuration center, a designated area of our distribution center, where they will be configured according to the customer's specifications. Our highly trained and experienced configuration technicians perform custom configurations very efficiently.

A product never leaves the configuration center without receiving a full three-stage quality control check, even if it is only being asset tagged. Also, prior to shipping, all packed boxes go through quality control checks.

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Fulfillment

The order fulfillment process begins when a batch of orders are systematically released and sorted according to type and priority; for example, split-case picks, full-case picks, oversized picks, and install picks. Our ISO-certified order fulfillment procedures and requirements meet rigorous industry standards to ensure that your order is shipped quickly and accurately. Overnight and Configurations-Priority orders receive processing priority during order fulfillment.

Extendable conveyors move in and out of trailers, bringing product directly to the current loading position and optimizing the number of people needed to load a trailer. CDW•G has an agreement with UPS for direct lane shipping and will pre-sort packages into trailers that go directly to a sorting hub closer to the end-destination. This reduces overall processing and travel time to increase our 2-day delivery footprint.

The majority of orders are picked paperlessly, using radio frequency scanners, or voice picking headsets in our Las Vegas (LV) distribution center to identify the product necessary for the shipment and direct the coworker to the proper location. The product UPC is scanned to verify quality and serial numbers are captured via a barcode scan. Smaller items are picked directly into CDW branded boxes or padded envelopes, with automation for the carton assembly and shipping label application in the LV distribution center. Larger items are placed onto the conveyor where the entire carton is goes through a scan tunnel to review all barcodes and then shipping labels are automatically applied. The largest items are picked in a similar manner via forklift; coworkers are directed to the location, the product is scanned for quality, and then the product is taken to a printing station to receive the shipping labels.

Efficient Distribution System

Our distribution centers are designed for continuous commitment to accuracy, quality, and speed. Our facilities have multiple levels of storage, miles of high speed conveyors and sorters, UPC bar code scanning, product serial number capture, with a paperless Radio Frequency (RF) and Voice Directed picking processes. Each step in the product movement process is verified with a barcode scan, from receiving through shipping. We ship 40,000 to 50,000 boxes per day depending on the time of year.

As one of the largest direct marketing resellers in the US, CDW•G has positioned itself very closely with the major shipping companies and other delivery service companies to provide standard or expedited product delivery. Due to the extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have on site employees at our distribution centers, individuals with a track record of supporting CDW•G with sophisticated capabilities to leverage their intermodal transport options. We also have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products.

Master Agreement Pricing Compliance

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

A designated Program Management Team working alongside Ty Robles, the City of Mesa and OMNIA Partners' Program Manager, ensures that Participating Public Agencies will receive Master Agreement pricing. Ty and the Program Management Team regularly conduct self-audits to ensure pricing compliance and take corrective action when needed.

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Compliance

Immediately upon award of a contract, Ty reviews and disseminates the contract documents and all related proposal documents, recording all items that CDW•G will need to manage. Ty is responsible for ensuring that CDW•G observes commitments included in the contract. For example, if CDW•G commits to a pricing structure based on a certain discount from advertised pricing, it is Ty's responsibility to record the pricing in the contract management software, which then locks the structure for purchases made under the contract. Since Ty is often the person most familiar with the contract, she will also make recommendations for improvements and efficiencies based upon their constant analysis of the contract's provisions and trends with the City of Mesa and OMNIA Partners' use of the contract.

Automated Contract Management System

Ty sets up the pricing in our Contract Management System and works with our in-house eProcurement/Digital team to update your online catalog with fixed pricing and the various logons and security settings for OMNIA Partners' Participating Public Agencies. Once the structure is loaded, no additional manual intervention is needed to maintain it. End users will be able to view and verify the contracted pricing through this unique URL without the need to log in with a password.

Distribution Channels

CDW•G offers various distribution methods for our customers. It is of the utmost importance that our customers can purchase from us however is easiest for them. CDW•G works with several other companies to help to process, handle, and/or ship hardware products to customers. In addition to the manufacturer and distributor partners we work with, we have built strong relationships with industry well-known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload), and local messenger services.

We provide the City of Mesa and OMNIA Partners Participating Public Agencies with a Premium Page in which you can quickly and efficiently place and track the status of your orders.

As one of the largest resellers, CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers, including their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notifications regarding product changes and lifecycles, as well as real time inventory information.

Our two distribution centers are located in close proximity to principal distributors; this enables us to obtain competitively priced, non-stocked items relatively quickly. If a product is out of stock in CDW•G distribution centers, CDW•G can leverage our local and national distribution network; if the product is in stock in the distribution network, CDW•G can generally secure product(s) from our local distribution network within 24 hours. The value-added benefits of our highly automated state-of-the-art distribution systems are that the City of Mesa and OMNIA Partners Participating Public Agencies will receive the right products quickly, configured correctly and ready to use; this will enable you to maintain a high level of productivity and to better serve your organization and citizens.

The City of Mesa and OMNIA Partners Participating Public Agencies contact your dedicated CDW•G Account Manager to place an order via phone, email, or fax; additionally, you can use your CDW•G Account Center to place orders.

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Shipment Partners

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

We work with several authorized channel partners to deliver solutions to OMNIA Partners Participating Public Agencies. These include OEMs, Publishers, Cloud Solution Providers, and Distribution Partners (Tech Data, Ingram Micro, SYNNEX, Avnet, and Arrow Electronics). In addition to the manufacturer and distributor partners we work with, we have built strong relationships with industry well-known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services, Tforce, and local messenger services.

Due to the extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have on-site employees at our distribution centers; these individuals have a track record of supporting CDW•G with sophisticated capabilities to leverage their intermodal transport options.

Depending on the unique needs of each opportunity, CDW•G will work with these resources in conjunction with the City of Mesa and OMNIA Partners Participating Public Agencies to choose additional vendors that best fit based on the work and needs of the customer. Details of the chosen vendor will be provided to the interested party during scoping.

Distribution Centers

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

CDW•G has two large strategically located distribution centers controlled by a Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW•G has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL, and a 513,000-square-foot distribution center located in North Las Vegas, NV.

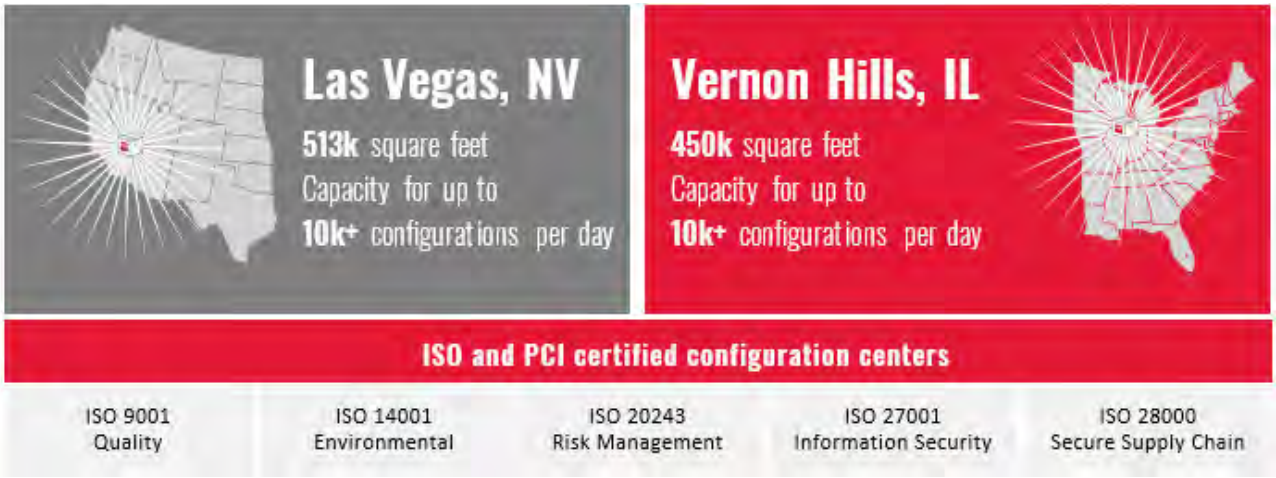
Addresses for our distribution centers are as follows:

Las Vegas Distribution Center	**Vernon Hills Distribution Center**
3201 E Alexander Rd. North Las Vegas, NV 89030	200 N Milwaukee Ave. Vernon Hills, IL 60061

These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on distributing products to customers east of the Mississippi River, while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

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We have access to more than 100,000 top brand-name products from more than 1,100 leading manufacturers. Due to the size of our facilities, which span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed.

We hold more than $500M of inventory in our two in-house distribution centers that total almost one million square feet.

The value-added benefits of our highly automated state-of-the-art distribution systems are that the City of Mesa and OMNIA Partners Participating Public Agencies will receive the right products quickly, configured correctly and ready to use; this will enable the City of Mesa and OMNIA Partners Participating Public Agencies to maintain a high level of productivity and to better serve your communities.

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3.3 MARKETING AND SALES

Implementation Plan

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

CDW•G's leadership team is securely behind the growth and strategy of this program for both the City of Mesa and OMNIA Partners Participating Public Agencies nationwide. CDW•G has provided the City of Mesa and OMNIA Partners an executive sponsor, David Hutchins, Vice President of Strategic Programs, who commits to endorse and sponsor the award within the first 10 days of the contract. The City of Mesa and OMNIA Partners can be confident in this contract's level of Executive Sponsorship within CDW•G.

CDW•G has had a long-standing relationship with OMNIA Partners (and previously with affiliates of OMNIA, including NIPA) since 2003. We continue to lead and facilitate our growth strategy with numerous public entities that utilize the multiple OMNIA contracts to which CDW•G has been named. CDW•G will continue to partner with OMNIA Partners through this contract, if awarded, and other contracts to identify additional members under this solicitation. CDW•G will abide by various regulations and requirements in multiple jurisdictions, including some with mandatory use requirements, exclusions, or preference of public entities on utilization of specific contracts. We have included a cohesive implementation plan and pledge to continue focusing on the growth of this contract's awareness and success. Those involved in the Contract Launch and committed to the success of the City of Mesa and OMNIA Partners/CDW•G partnership are highlighted below:

Executive Leadership and Support



David Hutchins – Vice President, Strategic Programs

David is the Executive Corporate Sponsor for the City of Mesa and OMNIA Partners agreement. David has more than 25 years of sales experience and has held numerous leadership positions within CDW•G since 2003. As VP of Strategic Programs, he is responsible for the alignment of key enablement areas, including sales operations and support, programs and contracts, capture, business development, proposals, and business diversity. As the Executive Sponsor, he is dedicated to the success of this contract.

Email: david.hutchins@cdwg.com | **Phone**: +1 (847) 968-9782



Dario Bertocchi – Vice President, Contracting Operations

With more than 20 years at CDW, Dario brings a wealth of knowledge to the City of Mesa and OMNIA Partners. As Vice President of Contracting Operations, he manages more than 240 professionals across proposals, contract and program management, contract negotiation, and contract pricing.

Email: dariber@cdw.com | **Phone**: +1 (203) 851-7049

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Capture and Business Development



Mark Ellis – Senior Capture Manager

Mark Ellis is the City of Mesa and OMNIA Partners' National Account Manager. Mark is an active participant in the planning and strategy to promote the OMNIA Partners agreement. Having been with CDW for more than 22 years in various roles, from Account Manager, Program Manager, and Capture Manager, Mark is intimately familiar with this contract, the mutual CDW•G and OMNIA Partners target market, and how to best position the City of Mesa and OMNIA Partners contract for its best success. He is committed to the success of this contract and looks forward to ongoing collaboration with the City of Mesa and OMNIA Partners.

Email: markeli@cdwg.com | **Phone**: +1 (732) 982-0390



Elysse Wayman – Manager, Business Development

Elysse actively participates in the planning and strategy to promote the OMNIA Partners agreement. She is an expert in the State and Local government landscape and has nearly a decade of experience working in information technology. Her experience and expertise are of great benefit to the successful growth of the OMNIA Partners contract.

Email: elysway@cdw.com | **Phone**: +1 (813) 804-5380



Jason Schwartz – Senior Manager, Business Development

With nearly two decades of experience at CDW Government dedicated to public sector customers, Jason and his team build the frameworks and strategic plans to proactively identify, pursue, win, and optimize new business within the highest opportunity customers in the State and Local Government segment.

Email: jasons@cdw.com | **Phone**: +1 (847) 419-7542



Chris Webb – Director, Capture & Business Development

Coming up on nearly 20 years at CDW•G, the City of Mesa and OMNIA Partners will greatly benefit from Chris's experience in territory growth, customer expansion, and partner alignment. As Director of Capture and Business Development, Chris is an active participant in the strategy and development of the OMNIA Partners contract. He has over a decade of experience working with OMNIA Partners and is the senior leader owning the OPUS integration and future success.

Email: chris.webb@cdwg.com | **Phone**: +1 (203) 851-7142

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Program Management



Ty Robles – Program Manager

Ty is the City of Mesa and OMNIA Partners' Program Manager. Ty has an in-depth working knowledge of OMNIA Partners, including the former cooperatives, National IPA, and TCPN. She will work with sales leaders to develop and execute a training program following contract signature and will be actively involved in the daily operations of this contract. In addition to being committed to the success of this contract, Ty is also responsible for providing oversight of the program's success, reporting and fee payments, and identifying areas for improvement and opportunities for growth.

Email: taisrob@cdw.com | **Phone**: +1 (203) 851-7239



Heather Kohls – Manager, Program Management

With over 15 years of experience in Program Management, Heather is the Manager of the State and Local Program Management Team and leads the efforts across the team to ensure efficient, compliant, and strategic management of the program. Heather and Ty will work closely with the Sales and Marketing Team, State and Local Entities and OMNIA Partners to support and grow the program through collaborative communications and operational excellence.

Email: heather.kohls@cdwg.com | **Phone**: +1 (847) 465-6000



Anup Sreedharan, Senior Manager, Program Management

Anup oversees our state and local government program management team. Anup has nearly 20 years of working with public entities and brings his knowledge and skill set of government dash-specific contracts to the team. His duties include expanding the program management team's strategic outlook by working with internal and external groups, like customers, sales, and partners, to provide the best contractual support for our customer base.

Email: anusree@cdw.com **Phone**: +1 (312) 705-1873



Brian Fisher, Director, Program Management

Brian is the senior leader overseeing our Public & Commercial program management teams. Brian brings more than 23 years of contracting and commercial acumen and has led teams in all capacities in the contracting lifecycle. His responsibilities include building coalitions, shaping contracting strategies, fostering leadership, and maximizing the value of CDW's contracts for our customers.

Email: briafis@cdwg.com **Phone**: +1 (312) 705-3385

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Sales Leadership



Tony Sivore – SLG Director, Sales West

Tony brings nearly 25 years of IT sales experience to the City of Mesa and OMNIA Partners. In his current role, Tony is responsible for providing strategic direction for sales groups that oversee the business of CDW•G's State and Local Government customers. His duties include growing and managing executive relationships with key partners and customers and training the Sales Managers. He will leverage internal and external relationships whenever possible to ensure that we continually meet the City of Mesa and OMNIA Partners' needs.

Email: tonysiv@cdwg.com | **Phone**: +1 (312) 705-3290



Don McCarthy – SLG Director, Sales South

Sales Director, Don McCarthy, has more than 13 years of IT sales experience. Like Tony, Don is responsible for providing strategic direction for sales groups that oversee the business of CDW•G's State & Local Government customers. His duties include growing executive relationships with key partners and customers and leading the sales managers' ongoing development and training. Don is committed to the success of this contract and beyond.

Email: donamcc@cdw.com | **Phone**: +1 (847) 419-6317



Jonathan Mazella – SLG Director, Sales East

Jon has more than 20 years of experience in the Public Sector. As SLG Sales Director for the East, Jon is responsible for aligning CDW•G resources to ensure our customers derive exceptional value from the partnership. The team under Jon consistently excels in this market due to a deep understanding of both IT and public sector procurement. He looks forward to using his in-depth knowledge of public procurement and IT to help the City of Mesa and OMNIA Partners with their digital transformations and beyond.

Email: jonathan.mazella@cdwg.com | **Phone**: +1 (203) 851-7222



Eric Goff – K-12 Director, Area Sales East

Eric has more than 20 years of experience in technology sales and more than a decade of experience serving the education community. As a K-12 Director for the East, Eric is responsible for leading K-12 Education sales and strategy for 9 states and oversees a team of 60 sales professionals. His extensive experience and expertise in the education sector helps contribute to successful OMNIA Partner contract growth.

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Michael Durand – Higher Ed Director, Area Sales East

Michael is a Director of Sales for Higher Education at CDW•G and is an experienced Education Sales Leader with a demonstrated history of working in the information technology and services industry. He has held various leadership roles throughout his career at CDW•G since he joined in 2007, all serving Education customers.

Email: michdur@cdw.com | **Phone**: +1 (203) 851-7041

Marketing



Cathy Sionkowski – Manager, Field Marketing

Cathy is an active participant in the marketing plan for OMNIA. She is a marketing, and management professional who is highly skilled in developing and implementing sales and marketing strategies that drive growth in revenue, market share, and profitability. Cathy collaborates with Program Management and Sales Leadership to determine the best approach to drive revenue.

Email: cathsio@cdw.com | **Phone**: +1 (248) 223-4562



Trenece Paszkiewicz – Senior Field Marketing Specialist

As a Senior Field Marketing Specialist, Trenece is highly involved in the marketing plan for OMNIA Partners. Working in conjunction with Cathy, Trenece helps implement sales and marketing strategies that contribute to the success of our contract expansion for OMNIA Partners.

Email: trenece.paszkiewicz@cdw.com | **Phone**: +1 (847) 968-9142

After the contract award and execution of a contract, the CDW•G Program Management team will work with the City of Mesa to set up the contract in our system, announce it to the Sales teams, and begin strategizing with the Marketing Team. We will provide the City of Mesa and OMNIA Partners with a comprehensive and detailed Transition Plan. This Transition Plan will cover all tasks and resources associated with the transition of the Products, Services, and Solutions, including a table with fixed dates upon award and a firm understanding of the contract terms. Our goal is to ensure that the City of Mesa, OMNIA Partners, and all Participating Public Agencies see a streamlined contract transition with minimum disruption to their operations.



Phase 1: Contract Launch

The goal of the Contract Launch phase includes operationalizing the contract, aligning goals, and gaining customer awareness.

Operationalizing the Contract

Mark Ellis, Senior Capture Manager and the assigned OMNIA Partners' National Account Manager, will collaborate with Ty Robles from our Program Management team, our Sales Team,

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and our dedicated Marketing Team to build out the formal launch and transition of this contract from our existing City of Mesa contract.

Once Ty Robles receives the City of Mesa and OMNIA Partners' signed documents, they are saved to CDW•G's contract library. Afterwards, Ty sets up the pricing in our Contract Management System and works with our in-house eProcurement/Digital team to update your online catalog with fixed pricing and the various logons and security settings for OMNIA Partners' Participating Public Agencies.

Align Goals

Ty will conduct training sessions for the Sales Account Team supporting the City of Mesa and OMNIA Partners on contract terms and deliverables. Sales training includes explaining the target customers, product and service requirements, and key performance indicators, as well as key features of the Master Agreement, working knowledge of the solicitation process, awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and knowledge of the benefits of using cooperative contracts.



Phase 2: Contract Acceleration

In the Contract Acceleration phase, we'll establish a strategic framework informed by a competitive analysis, value proposition, and differentiated positioning and messaging.

We'll then drive contract adoption and growth through targeted strategy and marketing, including creating account and opportunity plans, developing a robust account penetration, and executing targeted marketing and outreach campaigns.



Phase 3: Contract Maintenance

A designated team working alongside Ty will provide the City of Mesa with reports as required by the contract language and analyze the success of the program, making recommendations for improvements throughout the contract's duration. Additionally, CDW•G uses a robust set of performance metrics to track contract health, including revenue, customer count, category mix, and year over year comparisons.

CDW•G monitors performance monthly, paying close attention to areas that might cause issues in the future. If performance falls short of projections, we take corrective actions right away, using our internal tools to communicate the issues and suggest a course of action to ensure we meet or exceed performance projections. We'll keep all stakeholders informed of progress and solicit feedback. Our goal is to maintain a two-way communication channel with the City of Mesa and OMNIA Partners to ensure complete alignment.

For greater insight into our Contract Launch Plan, please see the table below.

The workstreams identified below help ensure awarded contracts are thoughtfully and responsibly shepherded through the full contract lifecycle – beginning with pre-award activities through year-over-year delivery analysis and all phases in between – with a cohesive, multidisciplinary team. Each workstream has distinct milestones, timelines, and measurements for success defined by the requirements of the contract and the practices of CDW•G.

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CDW•G Contract Launch	
Workstream	**Activities and Milestones**
Pre-Award	▪ CDW•G Detailed Opportunity Overview ▪ "Stand By" status for Program Management, Contracts, Digital Integration, and Marketing ▪ Required templates identified with owners
Award Notification and Negotiation	▪ Detailed product list review to verify SKUs and other offerings in scope ▪ Digital Integration begins initial website design and testing ▪ Contracts initiate CDW•G review and negotiation to prepare for contract execution ▪ Marketing finalizes information for flyers and events
Contract Execution	▪ Review by CDW•G Legal ▪ Signature by Dario Bertocchi – Vice President, Contracting Operations ▪ Return to the City of Mesa and OMNIA Partners
Internal and External Requirements	**Transition** ▪ Account Logistics – Finalize Transition Plan ▪ Customer Engagement – "Meet the Team" Event, Stakeholder Introductions ▪ Program Management – Contract Policy Review, Reporting Review, Integration of eProcurement and PeopleSoft Development and Review, Process Review ▪ Operational Management - Dedicated Website Active, Integration of eProcurement and PeopleSoft Complete and Active, Final Process Review, Stakeholder Interviews, Operational Readiness Review, and Approval **Ordering, Invoicing, Reporting** ▪ Categories, Items, SKUs, Price, and Discounts ▪ Customer Specifics ▪ Fields Defined, Data Linked, Reports Tested **eProcurement and Website** ▪ Activated within CDW•G ▪ Customer-Specific Requirements and Design Verified ▪ CDW•G and the City of Mesa Workgroup on Integration ▪ Integration Testing with the City of Mesa and OMNIA Partners
Communication, Marketing	**Internal Contract Announcement and Activities** ▪ Availability, Requirements, and Guidelines

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Training, and Reporting	▪ Customer History and Use Cases (State and Local, K-12, Higher Education) ▪ Training Kickoff WebEx and Recording **External Contract Announcements and Activities** ▪ CDW•G Dedicated Account Team Flyer ▪ Invitation to "Meet the CDW•G Team" Event ▪ eProcurement Updates ▪ Customizable Contract Announcement Flyer (agency, school district, etc., with account team specifics) ▪ OMNIA Partners Website Collaboration **Training** ▪ Training Review and Finalization with OMNIA Partners ▪ User Guide Review and Finalization with OMNIA Partners ▪ Customer Training Announcement and Sign Up ▪ Live Training Scheduled ▪ WebEx Recording **Reporting** ▪ Reporting Cadence Established ▪ Initial Test Report Reviewed and Approved
Maintenance, Updates, Contract Renewals and Growth	▪ Annual Review of Support Systems ▪ Product Updates and Technology Roadmap ▪ Training Updates and Refreshers to Account Team ▪ Monthly Cadence with OMNIA Partners ▪ Monthly Marketing Updates (Newsletter Email Blasts) ▪ Contract Renewal Requirements Fulfilled ▪ Expansion Plans to Engage New Customers

Transition Timeline, Key Milestones, and Required Resources

CDW•G has developed a Transition Plan with stages, initial timelines and milestones, and resources required from the City of Mesa to help ensure a complete transition with no interruption to contract execution and delivery. Stages of transition include the following:

- **Account Logistics** is the first step in ensuring a smooth transition to contract ownership and execution and includes review and finalization of the transitions plan for Participating Public Agencies' specific agreements under incumbent contract.
- **Customer Engagement** lays the foundation for transparency, communication, and ownership across the life of the contract. Working with the City of Mesa, CDW•G will host a "Meet the Team" event where members of CDW•G Sales Leadership, Sales Management, Account Management, and Program Management will be on hand to meet customers, answer questions, and kick off the new contract. To help ensure CDW•G's understanding of the goals, mission, challenges, and timelines of customers, we welcome the opportunity for one-on-one or group discussions with IT stakeholders, IT teams, and business owners.

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- **Program Management** teams from CDW•G engage with the City of Mesa resources for the completion of mission-critical milestones, including contract, reporting, and process reviews.
- **Operational Management** is the final stage of contract transition activities and culminates with the Operational Readiness Review and Approval. Working closely with The City of Mesa resources, CDW•G makes final adjustments and goes live with the dedicated website and all processes defined and in place.

The table below highlights major stages, activities, and the need for engagement from the City of Mesa's resources.

CDW•G Contract Transition		
Stage	**Milestone Activities**	**Mesa/OMNIA Resource**
Account Logistics	▪ Transition Plan Implemented ▪ Start Transition of Participating Public Agencies-specific Agreements under Incumbent Contract	No
Customer Engagement	▪ Meet the CDW•G Team Event ▪ Stakeholder Introductions	Yes
Program Management	▪ Contract Policy Review ▪ Reporting Review ▪ Digital Integration Review ▪ Process Review	Yes
Operational Management	▪ Dedicated Website Active ▪ Digital Integration Complete and Active ▪ Final Process Review ▪ Operational Readiness Review and Approval	Yes

Executive Endorsement

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

CDW•G's leadership team is securely behind the growth and strategy of this program for both the City of Mesa and nationwide. CDW•G executive leadership, David Hutchins, Vice President of Strategic Programs, commits to endorse and sponsor the award within the first 10 days of the contract. The City of Mesa and OMNIA Partners can be confident in this contract's level of Executive Sponsorship within CDW•G.

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our executive leadership to contract management, our coworkers will collaborate to customize a detailed yet effective plan to launch and grow this contract. CDW•G has a successful contract launch process, described above, that allows us to

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launch contracts to the CDW•G teams with the most powerful and applicable details to optimize the success of this new Agreement.

We bring leaders from across our public sector teams together with OMNIA Partners multiple times a year to review contract initiatives, joint goals, and customer feedback. OMNIA Partners can look forward to collaborating with diverse group of leaders who have extensive experience with the OMNIA contract portfolio, including Mark Ellis, Elysse Wayman, Heather Kohls, and Chris Webb.

Our ongoing effort in specific target accounts helps increase contract utilization and drive contract adoption amongst nonparticipating agencies. We meet monthly to review the current state of the business and execution of our growth and marketing strategies.

Training and Education

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

CDW•G is committed to providing training and education to our national sales force in collaboration with our Executive Leadership and OMNIA Partners during the initial phase of contract signing in the first 90 days.

CDW•G's Program Management and Capture Teams are singularly devoted to launching and managing contracts of this particular magnitude, including significant incumbent contracts with a customized approach. These groups' responsibilities are separate from those held by account managers. Members of the Program Management Team are dedicated to maintaining contract compliance and administering contract procedures, while the Capture Team focuses on building strategy of contract capture and contract success. Together, they collaborate on a formal contract launch plan. CDW•G invests in these resources based on our understanding that contracts are complex commitments.

The City of Mesa and OMNIA Partners' dedicated CDW•G Program Manager, Ty Robles, has an in-depth working knowledge of OMNIA Partners, including the former cooperatives, National IPA and TCPN. She collaborates with CDW•G's marketing department to create awareness and training campaigns to enable our national sales force.

Over the first 90 days, in partnership with the OMNIA Partners team, Ty will engage key members of the CDW•G's executive leadership team to implement our contract launch strategy plans. With our experience on our existing OMNIA contracts, our robust implementation plan ensures we are able to bring our national sales force up to speed quickly.

We will be ready to roll out a robust training program for our sellers and technical SMEs, upon contract award. Training content will cover contract scope and operations, growth strategy endorsed by executive leadership, and the contract benefits. We expect this to happen within the first 30-45 days of the contract signature. The documentation Ty compiles in conjunction with our marketing department will be customized depending on the needs and the region of the seller to ensure our messaging matches the customers within that geography.

Our sellers will then be equipped with relevant collateral to communicate to customers the benefits and strength of this contract. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award. Our launch strategy extends beyond 90 days with a quarterly review to ensure plan to action. As with current contract, we will continue to have ongoing training through the life of the contract.

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Marketing Plan

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Just as our Program Management team leads contract launch and maintenance requirements, our Marketing team, including Cathy and Trenece, are already engaged will continue to build comprehensive, strategic marketing programs for our OMNIA Partners contracts.

Additionally, our sales force upholds strategic relationships with current and potential OMNIA Participating Public Agencies. These relationships uniquely position us to develop and deliver awareness and growth campaigns to members through a trusted advisor network. Our account teams have long-standing customer relationships in which they often become an extension of their customers' IT and purchasing teams. Our account managers speak with their customers weekly, if not daily. As a result, our customers turn to their account managers for purchasing recommendations, including which contracts to leverage. Within 90 days of contract award, we will leverage this trusted advisor network and our marketing capabilities (e.g., customer-facing collateral, email campaigns, call campaigns, social media, etc.) to quickly and effectively alert registered and potential customers of the new contract and its benefits.

CDW•G has a robust approach towards publicizing and promoting the new agreement and differentiating from our existing contract. Our live touch approach includes a proactive communication program, as well as both inside and field sales teams meeting with eligible users.

Our customers rely on their account manager as an expert resource; this includes leveraging contracts. CDW•G's sales and marketing plan combines past CDW•G marketing successes with a strategy to effectively capture net new business. We leverage our reporting capabilities to determine potential target customers. After determining targets, CDW•G can then educate them on the benefits of the new contract and grow net-new business. Through this method, the City of Mesa, OMNIA Partners, and CDW•G will gain traction with users faster than a supplier that does not have these existing relationships in place.

Press Release

i. Creation and distribution of a co-branded press release to trade publications

To successfully implement a marketing plan, marketers must first know their audience and how to access them. CDW•G partners with various trade publications to access our target customers.

Within 90 days of contract launch, our marketing team will work with OMNIA Partners to develop content to disseminate to customers. Below, we have outlined potential avenues in which we can access target customers.

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Publications

CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State (StateTech), K-12 (EdTech Focus on K-12), and Higher Education (EdTech Focus on Higher Education).



Figure 20. StateTech and EdTech Magazine Covers

To successfully implement a marketing plan, marketers must first know their audience and how to access them, and these publications help access our target customers. All of the aforementioned publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security, and services.

Additional publications include:

- CoSN
- EdTech Magazine: Focus on Higher Ed
- EdTech Magazine: Focus on K-12 Education
- EDUCAUSE
- NASCIO
- NASTD
- State Tech Magazine

Advertisements and Cobranding

CDW•G has a dedicated Marketing Team who collaborates with OMNIA Partners and external marketing teams to profile CDW•G and partner-delivered technology productions, solutions, and services on customized flyers that are easily accessed electronically or printed to hand out.

The following page contains an example from Quarter 1 of 2023 for our current City of Mesa and OMNIA Partners contract. This flyer was designed to bring value to those new to CDW•G as well as long-time agency users and partners. Our marketing flyers can be designed and customer depending on each participating Public Agency's individual needs and requirements. In the sample below, the flyer contains information such as the following:

- Quantified examples of CDW•G's experience and approach to serving State and Local Government as well as educational entities
- Samplings of our breadth and depth of industry partnerships

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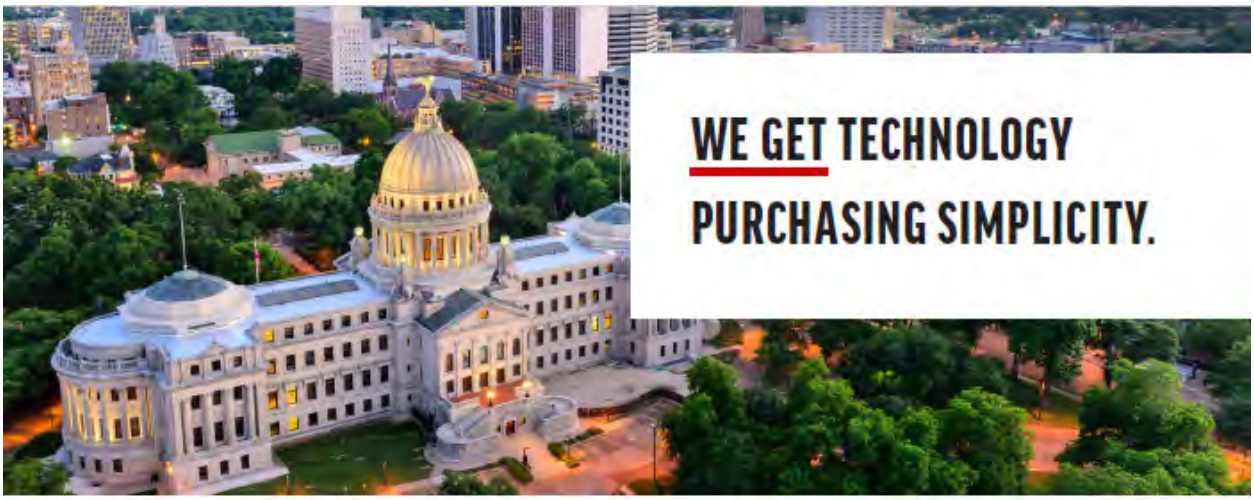
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- Contract specifics where customers can find CDW•G delivered solutions and services
- Details about the CDW•G and OMNIA Partners relationship

We look forward to continued collaboration with the City of Mesa and OMNIA Partners.

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WE GET TECHNOLOGY PURCHASING SIMPLICITY.

A WINNING PARTNERSHIP IN STRATEGIC SOURCING

CDW·G's robust technology contract through OMNIA Partners for the sale of Information Technology Solutions and Services under Agreement 2018011-01 is available for OMNIA Partners participants to address all of your technology needs. This agreement expires February 28, 2025.

With more than two decades of experience partnering with State and Local Government and Education entities, CDW·G understands what it takes to modernize operations and provide comprehensive support to ensure success over the long term.



- Extensive range of solutions including data, security, cloud, hybrid infrastructure and digital experience
- Full lifecycle of services from roadmaps and adoption to project deployment, management, and staff augmentation
- Portfolio of more than 100,000 products and services from more than 1,000 leading and emerging brands
- Large supply network of both OEMs and distributors offer multiple paths to source product and secure the best value
- Enhanced configuration capacity, product inventory and warehousing for large-scale rollouts
- Committed to creating a culture of diversity, equality, and inclusion, where everyone feels they belong
- Dedicated teams solely focused on State and Local Government and Education entities with support from specialty practices including Public Safety and Esports

CUSTOMER SUCCESS STORY

INCREASING AGILITY WITH NEXT-GEN DATA STORAGE

A regional government agency recognized that its outdated infrastructure prevented it from expanding data storage to meet growing needs. Cost was a primary concern given pandemic-driven budget constraints.

CDW·G and its partners identified a new, adaptable data storage solution that could address the agency's challenges. Built from the ground up with next-generation storage technology, the solution delivered the necessary scalability while also meeting the agency's budget parameters.

With its newly deployed upgraded IT infrastructure, the agency has the agility and scalability necessary to meet its expanding needs, now and in the future.

STRONG PARTNERSHIP, STRONG SOLUTIONS

CDW·G and OMNIA Partners have worked collaboratively to help you successfully adopt the contract. If you have any questions about the adoption process, please contact your CDW·G account manager for additional assistance. We look forward to serving you under our agreement with OMNIA Partners.

CDW·G and OMNIA Partners have collaborated to offer a dynamic technology solutions contract. To learn more about becoming a member, visit OMNIAPARTNERS.com.

To learn more about our contract, please visit CDWG.com/omnia.

OMNIA PARTNERS | CDW·G

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Social Media

CDW•G meets our customers where they are on today's technology horizon. The CDW Social Squad is made up of employees dedicated to social media; they push customized content to and through social media outlets, including relevant articles, emerging technology news, information on available contracts, and upcoming events in customer-specific markets. We can customize this content to be relevant to the City of Mesa and OMNIA Partners Participating Public Agencies.

With nearly 1,700 entries and counting across topics including Cloud, Data Center, Digital Workspace, Networking, Security, and Software, CDW's Research Hub delivers evocative and relevant content. Authored by our own subject matter experts, articles are written to help our customers navigate and digest the overwhelming amount of data that comes at them every day as they work to make better decisions for more effective and efficient solutions that meet their individual goals.

Announcement

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

We have created a tab on our OMNIA Partners Premium Page so that Participating Public Agencies can easily shop for featured products. The tab is currently active for the existing City of Mesa and OMNIA Partners contract. Upon contract signing, the contract goes live and features co-branded materials with your logo and message within the first 90 days. This website will include up-to-date pricing on all eligible products. The City of Mesa and OMNIA Partners Participating Public Agencies access the information they need when they need it and benefit from real-time updates to inventory and prices.

Co-branded Marketing Materials

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Upon contract award, CDW•G will conduct a collaborative kick-off meeting with OMNIA Partners and CDW•G stakeholders dedicated to developing our go-to-market strategy, including the development and distribution of co-branded marketing materials within the first 90 days.

Our standard contract launch process includes developing collateral to promote contract awareness and education among internal and external stakeholders. Content will focus on the administrative and strategic value of utilizing this agreement. Specifically, we will highlight the convenience of the online portal, changes between this agreement and the previous, as well as the cost and time savings associated with consolidating transactional procurement needs by leveraging the new agreement.

Possible outlets to disseminate content include our internal Corporate Communications, our Public Sector Publications (State Tech & Ed Tech), a sale-led communications campaign, and Social Media. We use Twitter, Facebook, and LinkedIn as avenues for marketing, education, updates, and general communication with customers. Active social media helps customers stay informed with links, posts, and articles of interest in the way that they choose to receive information. We also maintain an internal group focused on submitting and curating social media content called the Social Squad; members of the Social Squad are encouraged to submit content on a number of topics, including industry news, products and deals, emerging technologies, product launches, featured partners, and more.

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We are able and willing to participate in co-branding marketing opportunities with the City of Mesa and OMNIA Partners. For instance, we can continue to include our co-branded logo to include in social media advertisements, the agreement's customized Premium Page, customer-facing digital and print one-pagers, and customer-facing emails.

Trade Show and NIGP Annual Form Commitment

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

CDW•G has enjoyed participating in the NIGP Annual Forum in past years and will strive to participate with commercially reasonable efforts. We believe in the mission to "develop, support and promote public procurement" and look forward to sharing our best practices with other non-competing OMNIA Partners vendors.

Advertising

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G will advertise the contract in our own highly viewed publications and our contract-specific email campaign. We will continue to promote the contract via avenues such as our EdTech and State Tech publication sites, as well as CoSN, EDUCAUSE, NASCIO, and NASTD.

Ongoing Marketing and Promotions

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

CDW•G will market and promote the contract through various avenues, such as announcements in our publications, email campaigns, and on the contract's CDW•G premium page. We look forward to working with OMNIA Partners to develop our marketing strategies utilizing our current monthly cadence to discuss specific goals/targets for the new contract.

OMNIA Premium Page

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

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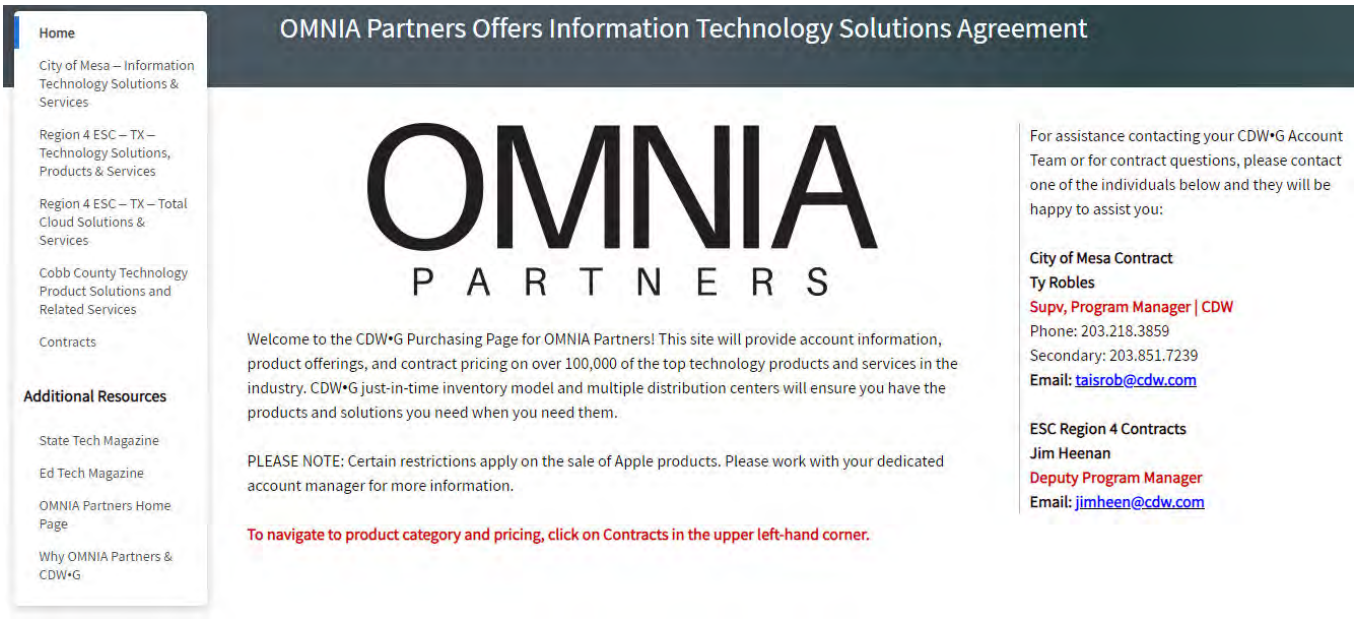


Figure 21. OMNIA Partners' Premium Page

CDW•G currently hosts a dedicated web page for our OMNIA agreements: www.cdwg.com/omniapartners. This site includes all contract documentation, marketing materials, products and pricing, and relevant links.

Upon award, we will update the premium page to reflect updated contract pricing and terms.

The updated Premium Page will include the following:

- The City of Mesa and/or OMNIA Partners standard logo
- Copy of original Request for Proposal
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier
- Summary of products and pricing
- Marketing materials
- An electronic link to OMNIA Partners' website, including the online registration page
- A dedicated toll-free number and email address for the City of Mesa and/or OMNIA Partners

Our team will review the tailoring of our current Premium Page with the OMNIA Partners team to ensure that the dedicated webpage meets all of the Participating Public Agencies' needs.

Transition Plan

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

The current contract vehicle is a critical component of CDW•G's contracting portfolio. Some Participating Public Agencies' specific agreements under the current contract are sole source and others have statewide adoption. This approach has enabled us to market and increase adoption of the contract significantly. CDW•G currently holds a significant number of cooperative

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purchasing contracts, including OMNIA Partners, Public Sector (fkna NIPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell (fkna NJPA). CDW•G's approach is solutions-focused and focused on providing consultation to assist our customers. Some customers mandate use of a specific agreement; in other instances, we work in offering the various contracting options best suited for their specific procurement needs. With all public nationwide contracts, we have maintained the transparency of our contract portfolio to our customers. CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings.

Under our existing contract with the City of Mesa, we have adoption within all 50 states and utilization by 900 State Agencies, 6,750 Local Government entities, 1,400 Higher Education entities, and 2,300 K-12 entities. Of these entities, we have successfully built and launched over 92 Participating Public Agency-specific agreements.

Additionally, in 2024, we are building a formal plan with OMNIA Partners by aligning our strategic accounts with the OMNIA Partners sales team to build additional formal adoption of the City of Mesa contract. We have transitioned a number of customers and their solicitation opportunities to OMNIA Partners contracts in the form of participating agreements, taking into account the best interest of the customer. We continue to examine opportunities for underpenetrated or net new customers to increase adoption of the contract.

Logo Usage

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

CDW•G acknowledges and agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. We additionally acknowledge that use of OMNIA Partners logo requires permission for reproduction, as well.

The core component of CDW•G's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

When using the CDW•G logo, you agree to the following:

- You may use the logo(s) only in the exact form provided by CDW•G and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW•G) and for no other purpose.
- You may not incorporate the logo(s) into any other logo or design.
- You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW•G or its products or services in any way.
- You may not display the logo(s) on any website that disparages CDW•G or its products or services, infringes any CDW•G intellectual property or other rights, or violates any law or regulation.
- No other logo or design element should appear within 0.5 inches of the CDW•G logo.
- You may not frame or alter the CDW•G website in any way.
- At CDW•G's direction, you will immediately remove the logo(s).
- Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW•G.

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- CDW•G disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW•G from and against any and all claims and liabilities arising out of your use of the logo(s).

Sales Initiatives

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

CDW•G confirms we will be proactive in direct sales to OMNIA Partners Participating Public Agencies nationwide.

We are happy to create a contract announcement flyer with the new contract information. We would like to further discuss the inclusion of II and IV and will revise our marketing pieces to include a mutually agreeable message that best represents the value of the contract that is in the best interest for our customers.

Sales Training

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

CDW•G acknowledges and complies with the above requirement. CDW•G's Program Manager, Ty Robles, will work directly with our sales leadership, the City of Mesa, and OMNIA Partners to develop and execute a training program for our sales force. Training content will address all of these elements. Our sellers will then be equipped with relevant collateral to communicate with customers the value and ease of procurement that we know OMNIA Partners provides. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.

At a minimum, training will include the following topics:

I. Key features of Master Agreement
II. Working knowledge of the solicitation process
III. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
IV. Knowledge of benefits of the use of cooperative contracts

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Dedicated Team

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

i. Executive Support

ii. Marketing

iii. Sales

iv. Sales Support

v. Financial Reporting

vi. Accounts Payable

vii. Contracts

The required information is provided below.



Executive Support

David Hutchins – Vice President, Strategic Programs

Email: david.hutchins@cdwg.com | Phone: +1 (847) 968-9782



Marketing

Cathy Sionkowski – Manager, Field Marketing

Email: cathsio@cdw.com | Phone: +1 (248) 223-4562



Sales

Luke Anderson – Sales Manager

Email: lukeand@cdwg.com | Phone: +1 (847) 419-7416



Sales Support

Chris Anderson – Executive Account Manager

Email: chrande@cdwg.com | Phone: +1 (847) 371-7149

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Financial Reporting & Contracts

Ty Robles – Program Manager

Email: taisrob@cdw.com | Phone: +1 (203) 851-7239



Accounts Payable

Marisel Colon – Supervisor, Collections

Email: maricol@cdw.com | Phone: +1 (847) 371-2218

Sales Structure

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

CDW•G utilizes a sales force has the resources to work with multiple entities simultaneously, including the City of Mesa and OMNIA Partners' Participating Public Agencies. CDW•G was formed in 1998 to create a company with an **exclusive public sector focus**. Our customers have access to regionally based, segment-focused, dedicated teams to help ensure CDW•G meets all their needs while supporting their vision and mission. CDW•G is never satisfied with the status quo in our delivery of technology solutions and services. With a foundation of transparent and open communication, our account and program management teams work with customers to identify potential improvements and solicit and act on candid feedback. It is through this regular exchange that we share lessons learned, new strategies, and best practices across our customer base.

We have a large manufacturer presence in our offices across the country and are blanketed in the field with our field account executives. To provide each OMNIA Partners Participating Public Agency with one contact who is knowledgeable of every nuance of your organizations, Account Teams are further segmented by agency type, Education (K-12/High Ed) or Government. This allows us to provide each customer with one contact who is knowledgeable of every nuance of their organization. Account Teams often consist of an Account Manager (AM) and their Sales Manager, as well as an Advanced Technology Account Executive (ATAE) and their Field Sales Manager. Together, AMs, ATAEs, and their respective managers are led by Sales Directors, also segmented by region and vertical.

AMs and ATAEs represent different roles and responsibilities, working in concert to ensure that their customers' needs are met. ATAEs are located in market, often arranging on-site visits and are assigned to accounts that may have an emphasis on professional services.

Expertise in Each Sector

CDW•G customer teams are built from the ground up with clearly defined roles, responsibilities, and escalation paths – all sharing a common goal of exceptional customer service and

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satisfaction. Dedicated account teams serve their customers with exemplary service and customer satisfaction across State agencies, local governments, and municipalities; public and private school districts / K-12; and institutions of higher education. This segmentation allows a singular focus for each team and delivers a customized measure of support specific to each customer. Our teams are responsible for quotes, orders, pre-and post-sales consultation, and issue resolution over the life of the contract. Graphics that illustrate our sales organization are provided below.

Each segment is further broken down by region and supported by local offices across the country. This regional, state, and local focus gives dedicated CDW•G Account Managers the opportunity to do the following:

- Form meaningful long-term relationships with customers
- Intimately understand their requirements, budgets, and user community
- Proactively provide an exceptional customer experience

State and Local Government

CDW•G's state and local government sales team is 250 coworkers strong, serving the 50 states, from the largest state agencies to the smallest rural community. Each state has a dedicated team assigned to ensure that each agency feels heard with personalized customer service.

K-12 (Public and Private School Districts)

Our K-12 sales team consists of 400 coworkers. CDW•G is one of the largest K-12 technology solutions providers and is a trusted IT partner to more than 15,000 K-12 districts. Our education strategists and learning environment advisors are former educators, principals, professors, chief technology officers, and instructional technologists focused on addressing the unique needs and requirements in partnership with the world's leading IT innovators. Our K-12 team includes regional managers, Advanced Technology Account Executives, Solution Architects, Education Strategists, and dedicated Account Managers.

Higher Education

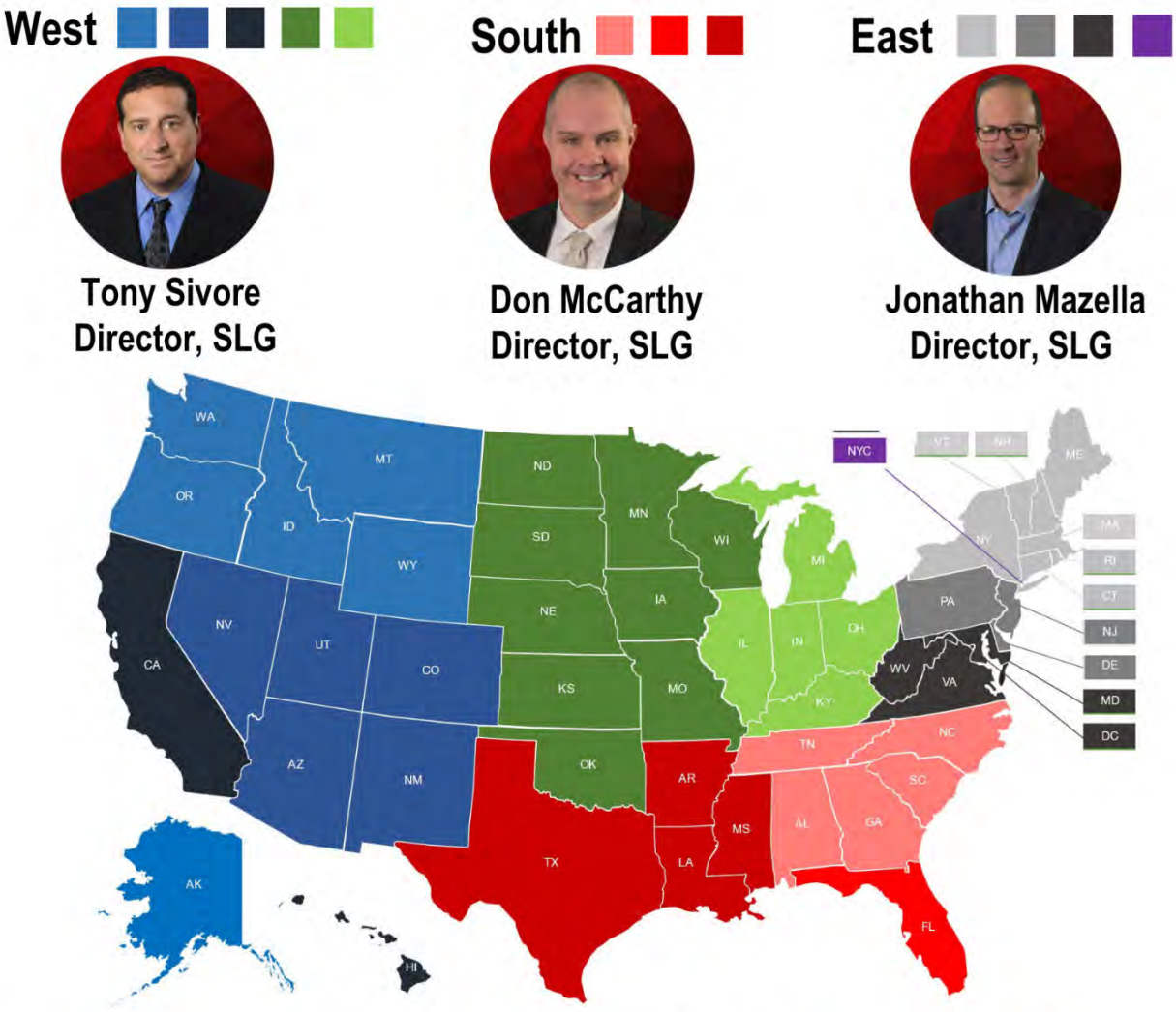
CDW•G's higher education sales team has approximately 198 coworkers across the US dedicated to the higher education industry that understand the needs, challenges, and market best practices. We have 50+ student interns across college and university campuses, who we train and develop for post-graduate career paths to thrive in the workplace. Our team has business relationships with approximately 3,000 colleges and universities, allowing us to understand challenges and map those to success.

Public Safety Team

We understand that the City of Mesa and OMNIA Partners Participating Public Agencies have a mission to safeguard the public; our mission is to help you do it. We have a specialized practice devoted to public safety issues, our Public Safety Team, with thousands of engagements and over a decade of dedicated experience. CDW•G's Public Safety experts work with police, fire, emergency management, and EMS departments to design and deliver complete solutions from hand-held, ruggedized devices with the latest security and other software to custom displays and other technology for command centers.

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West
Field led by Jodie Thomas
8 Field Sales Professionals

Northwest
Led by Stephanie Bishop
19 Sales Professionals

Pacific and Southwest
Led by Luke Anderson
20 Sales Professionals

South
Field led by Keshun Morgan
10 Field Sales Professionals

Southeast
Led by Michael Karpman
10 Sales Professionals

Florida
Led by AJ Lucci Jr
12 Sales Professionals

Gulf Coast
Led by Ryan Harris
14 Sales Professionals

East
Field led by Andrew Arenella
6 Field Sales Professionals

Northeast and NYC
Led by Terrance Miller
19 Sales Professionals

Tristate
Led by Christopher Moran
17 Sales Professionals

Atlantic
Led by Joe Goodwin
12 Sales Professionals

Central
Field led by Josh Kurian
7 Field Sales Professionals

North Central
Led by Eric Grap
15 Sales Professionals

Great Lakes
Led by Paul Somers
22 Sales Professionals

Figure 22. State and Local Government Sales Team Organization

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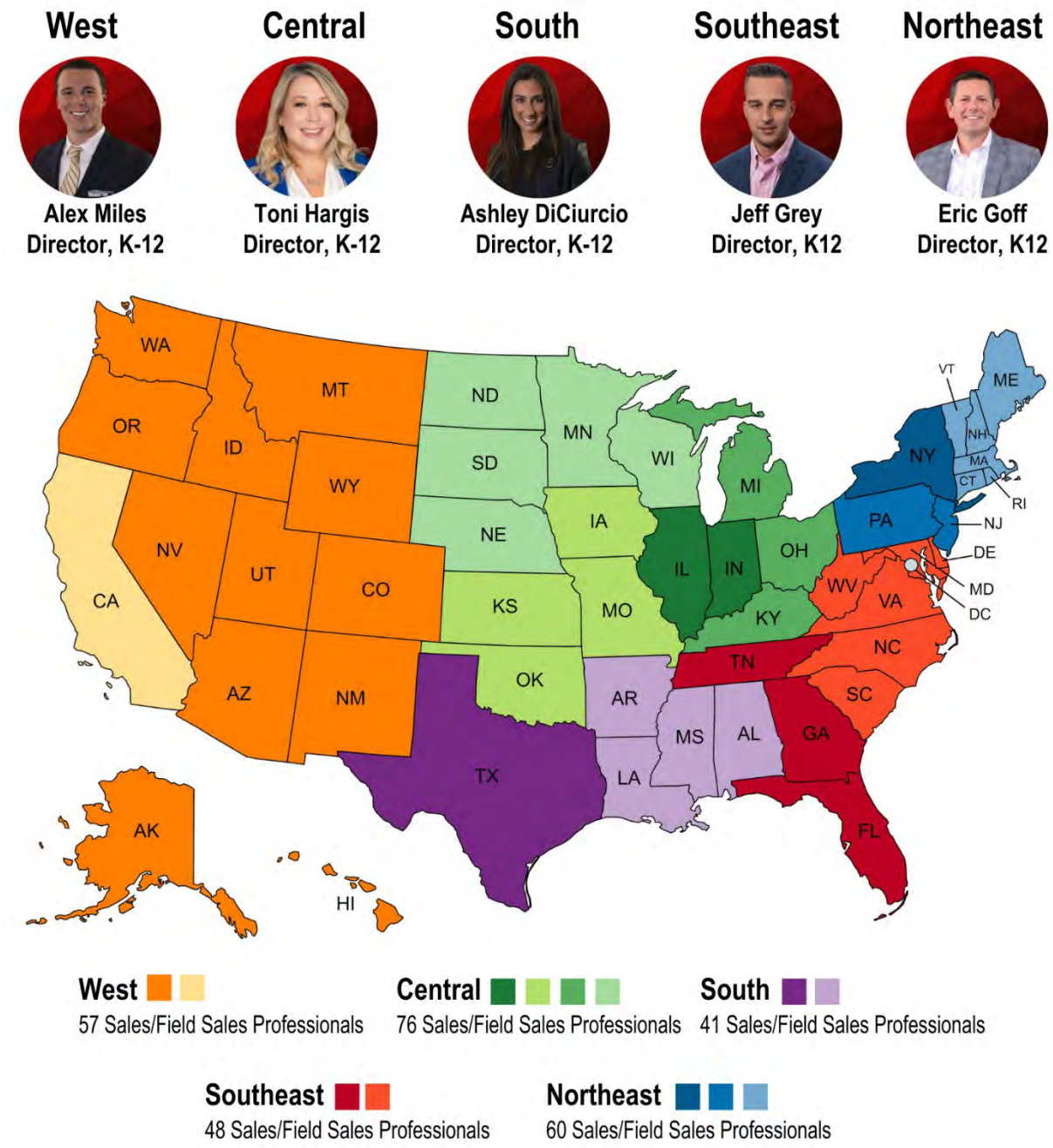


Figure 23. K-12 Sales Team Organization

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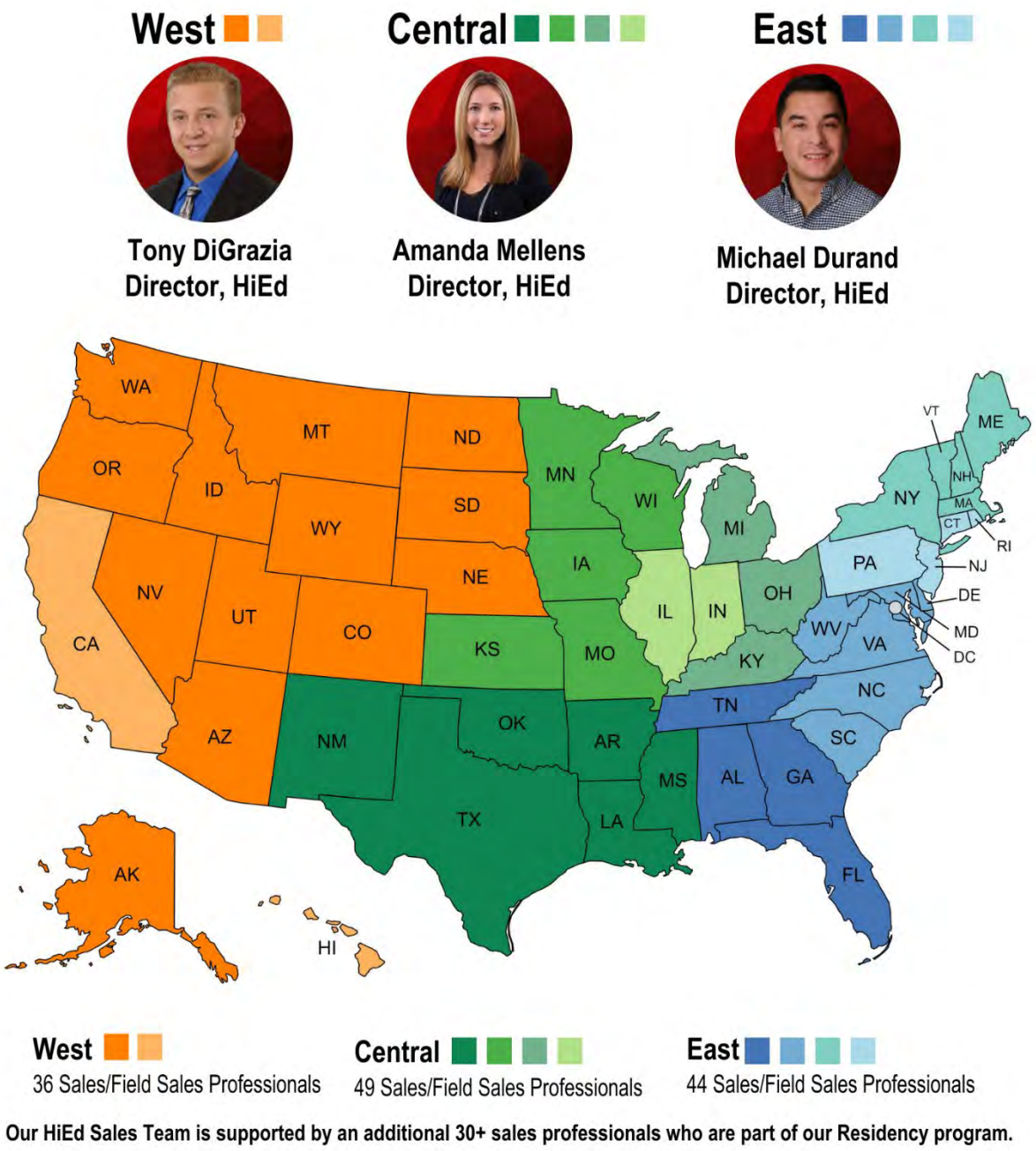


Figure 24. Higher Ed Sales Team Organization

Our Approach

One clear advantage of the CDW•G approach is the opportunity for each Account Manager to be an expert within their sector, enabling them to respond to the very specific needs of the City of Mesa and OMNIA Partners' Participating Public Agencies.

- State and local Account Managers follow developing legislation and understand local procurement requirements and their impact on the ability to deliver robust solutions.

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- Account Managers in education understand the unique impact of the Family Educational Rights and Privacy Act and other privacy laws on technology solutions and services.
- Education Strategists have the background knowledge and experience in helping districts win competitive grants.

With roughly 1,900 CDW•G coworkers, supported by more than 12,000 coworkers throughout the entirety of CDW, our segment and regional focus help ensure that our account teams are best prepared to support the local landscape in a way unmatched by other suppliers.

Sales Organization

As mentioned above, Account Teams are organized geographically, enhancing their knowledge of the local landscape, including key partnerships and local practices for contracting. Supporting our Account Teams are technology specialists and engineers, including segment-specific experts like our K-12 Education Strategists. All of these coworkers will act as an extension of our Account Teams in support of the City of Mesa and each OMNIA Partners' Participating Public Agency. Through their expertise in specific solution sets, our subject matter experts advise the City and OMNIA Partners Participating Public Agencies on technology to make informed decisions in support of mission-critical objectives.

The CDW•G customer support models start with our Account Managers. As part of the CDW•G Experience, we organize our sales force differently from other companies to best serve the City of Mesa and OMNIA Partners Participating Public Agencies. First, our Account Managers are trained to become experts within the public sector segment they support: K-12, Higher Education, State and Local government, Federal government, and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our Account Managers to support the City of Mesa and OMNIA Partners Participating Public Agencies, CDW•G divides the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape.

Your CDW•G Account Manager maintains the overall responsibility for coordinating resources to achieve the highest standards of customer service. CDW•G Account Managers, their supporting product specialists, and their sales managers understand the current technology trends and are specialized to only work with public-sector customers. This is one of the great benefits of partnering with CDW•G. The City of Mesa and OMNIA Partners Participating Public Agencies will have access to much more than a single resource; they will also have access to an entire sales and support team ready to address any agency's need. CDW•G, from the executive level down to your Account Manager, is focused on ensuring that the City of Mesa and OMNIA Partners Participating Public Agencies' needs are consistently and satisfactorily met.

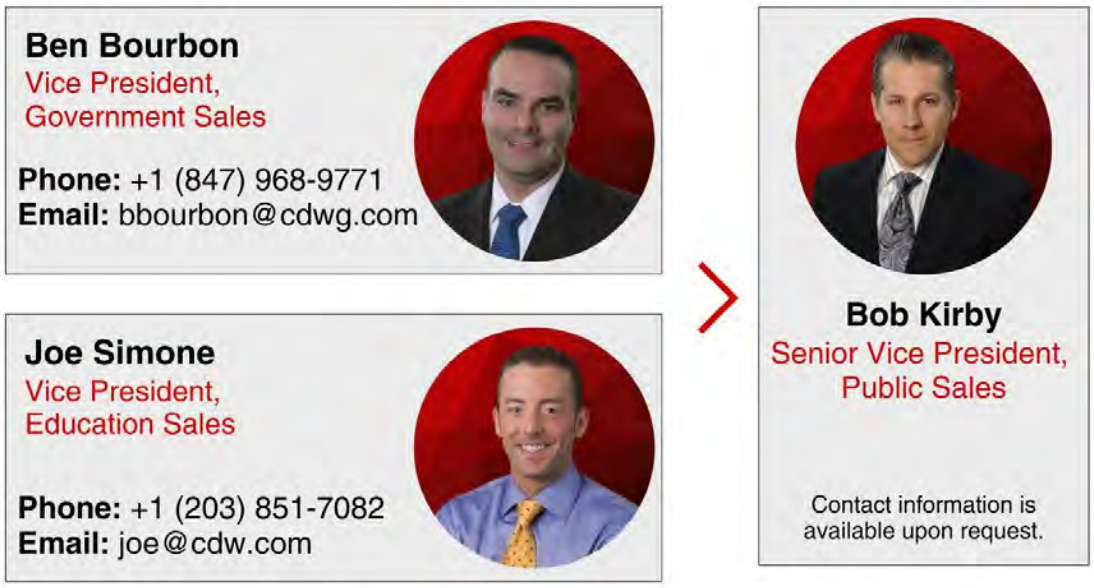
Highest Level Executives

Ben Bourbon, Vice President of Government Sales, and Joe Simone, Vice President of Education Sales, are high-level, accessible points of contact focused on the success of this agreement.

Contact information for the highest level of the executive sales team is as follows:

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Implementation

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

The City of Mesa and OMNIA Partners Participating Public Agencies' first point of contact with CDW•G is their dedicated account manager. As such, we understand how critical it is for our account managers to understand the scope and benefits of the OMNIA agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will train our sales teams regarding the OMNIA agreement with CDW•G. The diverse nature of our training program gives each account team confidence to support OMNIA Partners through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Our account teams clearly and concisely deliver the value of the OMNIA Partners agreement to non-members helping to drive increased adoption and contract growth.

Public sector customers are seeking a digital platform for quick and simple procurement of transactional items. CDW•G Account Managers, across all segments and regions nationwide, will be poised and prepared to guide and educate members on this procurement option.

Tenured CDW•G Account Managers are actively marketing the current City of Mesa OMNIA agreement to customers and are very familiar with its benefits, including product categories, administrative fee structure, and flexibility. While there will be subsequent trainings upon award, this contract will easily be added to our account manager's repertoire. The ramp up time for our account managers will be far quicker than account managers who lack such familiarity with OMNIA agreements.

In addition to our Account Managers, our Business Development team, including Mark Ellis, Elysse Wayman, Jason Schwartz, and Chris Webb, is actively engaged with OMNIA Regional Managers and leaders in Partner Development and Strategic Accounts to review the state of our joint business, develop growth goals and strategies and execute prescriptively to drive business the OMNIA Partners portfolio. This new contract will fit seamlessly into the overall program allowing us to quickly develop and expand contract usage utilizing a proven model.

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Program Management

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

This contract will continue to be led by your Program Manager, Ty, with the full support of the Program Management Team, ensuring contract compliance and administering contract procedures, including contract launch. We use proprietary tools for pricing, account setup, and other contract lifecycle management activities to ensure compliance and seamless use of the contract for OMNIA Partners Participating Public Agencies. As an incumbent, we believe the transition efforts will be minimal and provide a better experience for the City and OMNIA PPA. We have quality assurance tools to ensure timely reporting, fee payments and other contractual obligations. In addition, we have monthly meetings with OMNIA and any issues will be addressed in an expedient manner.

Upon award, the City of Mesa and OMNIA Partners' CDW•G's Program Manager, Ty Robles, will work directly with the City of Mesa and OMNIA Partners to stand-up all aspects of the new agreement within our system (e.g., member lists, pricing, reporting, fee schedules, and other compliance requirements). We will load the contract structure into our internal contract editor system, which will then update the information on the City of Mesa and OMNIA Partners' premium page; this page will reflect the contracted price. Due to our robust systems, pricing is dynamically and systematically managed requiring little to no manual intervention.

After contract launch, the Program Management team is responsible for adding new members to the contract by linking their account to the new contract. We review the OMNIA members list in a frequent cadence to ensure new members, are offered the contract, as applicable. Contract stand-up also includes creation of internal and external resources to aid our customers and sales teams in transitioning to the new Agreement. Additionally, Ty and the Program Management team will continue to ensure all sales reporting and administrative fees are provided accurately and on time.

Our ongoing marketing efforts will include the previously discussed topics – i.e., training, publications, attendance at events – to ensure this contract is continually being marketed from contract launch through completion.

Public Sales

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

To protect our customers' privacy, CDW•G does not release a list of our current or former customers or the financial information of our customers. Below, we have provided a list of our Top 10 OMNIA Customers in alphabetical order. Please refer to the monthly reporting that CDW•G submits to OMNIA Partners for revenue details.

Our 2022 Top Public Agency OMNIA Customers are as follows:

- City of Mesa
- City of Palm Beach
- Clark County
- Collier City
- Kern County High School District

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- New York City Agencies
- State of Nevada
- University of California – Berkeley
- University of California – Los Angeles (UCLA)
- University of California – San Francisco

Order Management

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

eCommerce Platform – Web based

Your customizable CDW•G web portal is available to authorized users 24 hours per day, provides real-time information, and facilitates researching, ordering, and tracking purchases. Whether you are a first time shopper or an existing customer of CDW•G, we can ensure your order routes to the appropriate account management team that supports the shoppers entity, based on the contract being used.

eProcurement Platform – Punch Out Catalog

As a company, CDW•G is highly experienced in implementing B2B solutions. Since 2001, we have integrated with over 9,000 entities (13,000 customers) and work with over 80 different marketplaces, ERPs and SRMs. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Our mature e-procurement practice also means the City of Mesa and OMNIA Partners Participating Public Agencies won't have long to wait to begin using your system. By integrating quicker than our competitors, CDW•G simplifies procurement for eProcurement customers by allowing them to buy IT the way they need based on their specific requirements. CDW•G's punch out offers the shopper dynamic price offerings, product information and availability while providing industry standard information back into our customers e-procurement platform, such as UNSPSC and contract information. CDW•G can support customers who wish to utilize the City of Mesa award(s) through an eProcurement platform.

Application Programming Interface (API)

CDW•G can review customer specific requests where order process automation is needed, but further customization is required. This process may include technologies such as JSON or SFTP, but may be accommodated based upon the scope of the project.

OPUS Integration

Currently, CDW•G is working on integrating OMNIA Partners' new eProcurement tool, OPUS. Once completed, this integration will allow OMNIA Partners Participating Public Agencies to utilize the OMNIA Partners eProcurement tool to shop and buy off our City of Mesa, OMNIA Partners contract, should we be awarded.

Contract Sales

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

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$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

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

While we cannot provide guaranteed minimum contract sales, CDW•G has a proven record of winning and growing OMNIA agreements, and we have the resources needed to do so. The table below demonstrates our ability to grow this contract. Please refer to the monthly reporting that CDW•G submits to OMNIA Partners for specific revenue details.

Year	Growth
2018	N/A
2019	7.67% YoY
2020	3.37% YoY
2021	59.93% YoY
2022	3.43% YoY

Solicitation Strategy

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

As an impartial solutions provider, our first and primary goal is to serve the needs of the customer from a technology and procurement perspective. We act in a consultative, objective manner to aid customers in developing the procurement strategy to best fit their needs. In honoring this commitment, we have maintained the transparency of our contract portfolio to our customers and negotiated the removal of language such as "most favored customer" and other requirements.

We commend the City of Mesa and OMNIA Partners for creating a contract vehicle to facilitate easy transactional buying at competitive pricing for its users. We certainly see the strategic fit this contract demonstrates within the SLED, Healthcare, and Not for Profit segments, and we

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will continue to prominently position the benefits of this agreement, and how it best suits customers' procurement needs.

When responding to a solicitation that directly disclaims the terms and conditions of this Master Agreement, we will comply with all appropriate contractual terms. Subject to applicable law, CDW•G represents that under this Agreement, it will make reasonable commercial efforts to offer prices that are competitive with the prices. CDW•G offers to similarly situated customers purchasing a comparable volume of the similar products within the same timeframe and under the same terms and conditions.

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APPENDIX 2 – LINE CARD

The following 7 pages contain our line card.

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WE GET HAVING CHOICES.

A

Absolute Software
AccessData
ACD Systems
Acer
Acronis
Actifio
Actiontec
Adaptec
Addonics
Adesso
Adobe
ADTRAN
Advanced Media Services
AeroScout
Airtame
Alcatel Internetworking
Alera Technologies
Allied Telesis
Alsoft
Altec Lansing
Altova
Aluratek
Amazon
Ambir Technology
AMD
American Microsystems
Amphenol
Antec
Anywhere Cart
APC
Apex
APG Cash Drawer
Apple
Applied CRM Solutions, Inc.
AppSense
AppSpace
Apricorn
Aptris
Arbor Networks, Inc.
Arcana Networks
Arcserve
Arctic Wolf
Ardham Technologies
Areca
Arecont
Arlington Imaging Supplies
Armoractive
Array Networks
Arrosoft Solutions
Arxscan
Ascom
ASI System Integration
Asurion
ASUS
AT&T
ATC Tech Solutions
Atech Technologies
ATEN Technologies
Atlantic Digital
Atlas Sound
Atlona
ATP Electronics
ATTO Technology
Audiocodes
Audio Enhancement
Audio Visual Innovations
Aurora Systems Consulting
Autodesk
Automated Systems Consulting
Avaya
AvePoint
AVer Information
Avery Dennison
AVG Tehnologies USA
Avid
Avizia
Avnet Services
Avocor
Avteq
Axiohm
Axiom

B

B&B Electronics
B2GNow
Babel Street
Baer Consulting
BAFO Technologies
Balt, Inc.
Barco
Bare Bones Software
Barracuda Networks
Barrister Global Services Network
Battery Biz
Battery Technology
Bay Tech
BCDVideo
Beam Mobile
Belden
Belkin
Benq Peripherals
Berk-Tek
Best Data Product
Betis Group
BeyondTrust
BIC Corp
BigHand
Big Tin Can
Binary Tree
Bitdefender
Bitglass
BitTitan
Bixolon
Biz Technology Solutions
Black Box
Blackhawk Data
Blink ITS
BlueBeam
BlueBeam Software
BlueBird
Blue Cat Networks
Blue Chip
Blue Chip Cloud
Bluefin
BMC Software
Bogen
Bomgar
Bosch
Bose
Bouncepad
Box.com
Boxx
Brady Industries
Brainstorm
Breezie
Brenthaven
Bretford
BridgeWave
BrightSign
BRIMY
Broadcom
Brocade
Brooks Power Systems
Brooktrout
Brother
Brothers Integrated Tech
Bucher + Suter
Buffalo Technology
BuMat
Business Source
BUSlink
Bytecc

C

CA Technologies
Calabrio
Calero Software
Califone
Camali Corp
Canon
Canvas
Capella Technologies
Capsa Rubbermaid
Carahsoft Services
Carbon Black
CarbonHelix
Carbonite
Cardett Associates
Carousel Industries
Cascade Computer Maintenance
Case Logic
Casio
CATDV
CDO Technologies
CDW
CDW Services
Celestix
Cellular Services
Centerline Communications
CentraComm Communications

WE GET WANTING THE BEST SOLUTIONS.

Centricist
Centrify
Century Software
Certero
Cetecea
Chatsworth Products
Check Point Software
Chef
Chelsio
Chenbro
Cherry
Chief
Chip PC Industries
Christie Projectors
Ciena
Cinemassive
CipherLab
Cisco
Citizen America
Citrix
ClassLink
ClearCube Technology
ClearOne
Clearswift
ClearVision AV
Clinton Learning Solutions
Cloudbees
Cloudian
CloudGenix
CloudPhysics
Clover Imaging Group
CMS Peripherals
C-nario
Coby Electronics
Code Scanners
Code42
CODI Notebook Cases
Cofense
Cognitive Receipt Printes
Cohensity
Columbitech
Column Technologies
Commercial Tele-communications
Comm-Link DHP
Commvault
Communication Consulting
Communications Installation
Comnet Communications
ComponentOne
CompuLink
CompuWare
ComStar
Comtrade
ComTrend
Comtrol
Concanon
Condusiv Technologies
Conen
ConnectPro
ConsultX
Contemporary Computer Services
Content Keeper
Content Watch
Contex
Conti Electric
Contour Design
Coplogic
Core BTS
Corel
Corning
Corporate IT Solutions
Corsair
Cortelco
Cost Management Group
CPI
CP Technologies
Cradlepoint
Crane Payment Innovations
Creative Labs
Crestron
CRG
Criticom
Crow Communication
CrowdStrike
Crown Supply
CRU
CRU-DataPoint
Crunchy Logistics
Crystal Group
Crystal Point
CTA Digital
CTL
CUE
Cumulus Networks
Custom Computer Specialists
Customer Owned Products
Cyber Acoustics
CyberArk
Cyberdata
CyberDefense Technologies
Cybernetics
Cybernet Manufacturing
CyberPowerPC
Cylance

D

DAMAC
Datacal Enterprises
Datacard
DataCom Wireless
DataCore
Data Dynamics
DataLocker
Datalogic
DataMation
DataOn
Datasouth
DataVac
Datawatch
DataVizion
Datrium
DC Value Added Service Tech
DCC, Inc.
DDD
Dell
Delphix
Denso
Design Science
DETTO Technologies
DeviceLock
Dewalt
DewPoint
Dialogic
Diamanti
Diamond Multimedia
Diehl Graphsoft
DigiCert
Digi International
Digital Guardian
Digital Networks
Digital Products
Digital Storage Works
Digium
Directions Training
Distribution Management, Inc.
Diviad Network Solutions
Dixon Ticonderoga
DJI
D-Link
Docker
DocsCorp
Dolby
Double Take/Vision Solutions
Doublesight Displays
Draper
Drobo
Dropbox
Druva
DTEN
DT Research
Duracell
DustShield Computer Enclosures
DyKnow
DYMO
Dyntek

E

E2Campus
Eaton
Ebry IT
Edge-Core
EDGE Tech Corp
Edgewave
EDP
Educational Collaborators
Edu Tek Limited
Egain
Egnyte
EIZO Nanao

WE GET OPTIONS OPEN UP OPPORTUNITIES.

Ekahau
Elastic
Electro-Voice
Elite Screens
Elmers Products
ELMO Projectors
Elo Touch Solutions
Embarcadero Technologies
emFAST
Emobilepos
Emulex
Endrun Technologies
Energizer
Enfocus
EnGenius
Enovate Medical
ENS
Enterprise Solutions
Enterprise Wide Solutions
ENTIT
Entrust
Envoy Data
ePadLink
EPOS Sennheiser
Epson
Equinox
eReplacements
Ergotron
Erico
Ericom
ERwin
Eset
Esker
Esolytics, LLC
ESPO Technologies
Esterline
eVault
Evermap
EVGA
Exablaze
ExaGrid
ExchangeTek
Exinda
Explain Everything
Express Metrix
Extensis
Exterity
Extreme Networks
ExtraHop

F

F5 Networks
Facebook
FalconStor
Fargo
Fargo Electronics
Faronics
FatPipe Networks
Fax Back
Fellowes
FileBound
FileMaker
Final Draft
Finisar
FireEye
FireKing
Firemon
Fishbowl
FitBit
Fix Consulting
FlashForge
Flexera Software
Flippad
Flir
Fluke Industrial
Fluke Networks
FlyPro
Forcepoint
ForeScout
Fortinet
Fortres Grand
Fortress Technology
FOXIT
Fresh Technology
Fried Techologies
FrontRange
Front Row
Fujifilm
Fujitsu

G

GAI-Tronics
Gamber-Johnson
GammaTech
Garmin
GCX Mounting Solutions
Gefen
Gemalto
General Dynamics Itronix
Genetec
Genovation
Getac
GFI Software
GIGABYTE
GIGAMON
Global Knowledge
Globalscape
GlobaNet Consulting Services
Goal Zero
GoGuardian
Good Technology
Google
GoPro
GoProfessional Case
GrandStream
GrandTec USA
Granicus
Great Lakes Case
Greenlee
Griffin Technology
GripCase
Grip Gear
GroundControl Cloud
Gumdrop Cases
G-Vision
Gyration

H

H&L Electric
Haivision
Halo
Hamilton-Buhl
Hammermilll
Handeholder Products
Hanwah
Hapara
Haskell
Hauppauge
Havis
Hawking Technology
Hayes Microcomputer Products
Hayes Software Systems
Heckler Design
Helios Software
Henge Docks
Hewlett Packard Enterprise
HGST
HID Global Corporation
Higher Ground
HighFive Technologies, Inc.
HighPoint Technologies
HikVision
Hiperwall
HiSense
Hitachi Projectors
Hitachi Vantara
HIT Solutions
Homaco
Homido
HON
Honeywell Scanning & Mobility
HP Enterprise
HP Inc.
Horizon
Hovercam
HTC
Hubbell
Huddly
Human Concepts
Humanscale
HyperSign

I

IBM
iBoss
iBUYPOWER
ICC Products
iDaptive
i-Data
Ideal Industrial Tool
Idealstor
Idera Software
IDM Computer Solutions
ID Technology
Igel Technology
iKey
ImageWare Systems
iManage
Imation
IMC Networks
IMMIC Professional Services
Impact Business Group
Impero Software
Imperva
Impinj
Imprivata
InBit
Industrial Rack

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Industry Weapon
Infinite Peripherals
Infoblox
InfoCase Notebook Cases
InFocus
InfoLock Technologies
Informa Software
Informatica
Infortrend
Infotel
Infragistics
Ingenico Group
Ingram Micro Services
InMotion
Innovation First
Innovative Office
Innovera
Inova
Inseego
Inserv360
Insight Global
Insperity
Inspiration Software
Inspur
Installs
In Process Consulting
Intechra
Intego
Intregration Technologies Group
Integrity Networks
Intel
Intelligent Computer Solutions
Interactive Solutions
Interstate Technology Systems
Intuit
Intuitive Technology Partners
Inviso Corporation
I-O Corporation
I/OMagic
IOGEAR
ioSafe
ipConfigure
Ipswitch
IP Vision
iQ Netsolutions
IRIS Software
ISICAD
ISI ResearchSoft
ISI Telemanagement
IT Missions
ITS Partners
Ivanti
IVCI, LLC
Ixia

J

Jabra
JACO
JAMF Software
Jar Systems
Jaton
JBL
JELCO
Jensen Tool
JetBrains
Jive Software
Joan
Johnson Controls, Inc.
Jolly Green Giant
Jo-Ro Manufacturing Company
Juniper Networks
Just Communications
Just Lamps
JVC

K

Kajeet, Inc.
Kanguru Solutions
Kano PC
Kantek, Inc .
Kaspersky Lab
KBS Computer Services
Keeper Security
Kemp Technologies
Kendall Howard
Kenneth Cole
Kensington
Keste
Key Ovation
Keyscan
Key Tronic
Kidasa Software
Kidzgear
Kinesis
Kingston Technology
Kinney Group
KnowBe4
Kodak
Kofax
Konexx
Konica Minolta
Kony
Kore Technologies
Koss Corporation
Kramer Electronics
Krone
Kroy
KSI
Kyocera

L

L.I. Computer Networks
LaCie
Lakeside Software
Landing Zone
Lanier Electronics Group
Lantronix
Laplink
Lava Computers Manufacturing
Layer27
LEAD Technologies
LeapFrog
Learning Consultants
Ledgeview Partners
Lee Products
LeGrand
Lenovo
Let's Think Wireless
Leviton
LexiCon
LexisNexis
Lexmark
LG Electronics
LG Ericsson
Lifeboat Distribution
Lifesize
Lightspeed Systems
Lind Electronics
Linked Senior
Linksys
Liquid PC Services
LiquidWare Labs
Lite-On
Little Bits
LiveAction
LiveScribe
LivWell
LocknCharge
LoftWare
Logical Maitenance Solutions
Logic Controls
Logicube
LogicMonitor
Logitech
LogicWing
Lookout
LSI Logic
Lucid Software
Lumension
Lumins Integration

M

M&B Machine
M3T Network
MacProfessionals
Macally
Makerbot
Maclocks
MagTek
MakerBot
Malwarebytes
Man & Machine
Managed Networks
Markzware
Marshall Electronics
Martin Yale
Marvel File Cabinets
Mason Technologies
Master Manufacturing
Matrox Video
MatterHackers
Maureen Data Systems
Maxell
Max Interactive
Mayline Group
McAfee
MEAD
Media Four
Meet Me in the Cloud
Mellanox
Memorex
Meridian
Metalogix
Metro Datavac
Metrowerks Software
Microboards
MicroEdge
Micro Focus
Micro Innovations
MicroMat
MicroNet Associates
Micron
Microsoft
Middle Atlantic
Milestone
Miltope
Mimecast
Mimo
Mindjet
Minitab Software
Minuteman Power Technologies
Mission Critical Wireless
Mitel
MJP Technologies
MMF IndustriesMobile Edge
Mobi
Mobi Wireless Services
Mobile Heartbeat
Mobile Installation Technologi
MobileIron
Mobotix

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Mojo Networks
Molex
Monarch
Mongodb
Monster Cable
Morgen Industries, Inc.
Morpheus Data
Motion Computing
M-S Cash Drawers
MSI Computers
MultiMetal Products
Multi-Tek, LLC
MultiTech Systems
Muratec
Mushkin
Musical Health Technologies
Mutare
Muxlab
Myricom

N

N4mative
Nasuni
National Gift Card
National Service Center
Navori
NComputing
NCR
NDS Surgical Imaging
NEC
Nero
Net3 Systems
NetAlly
NetApp
NetBrain
NetCom Learning Inc
NETGEAR
Netig
Net It On
NetMotion
Netop
NETQ Multimedia Company
NetScout
NetSkope
NetSupport
Netsurion
Network Automation
Network Consulting Services
Network Design, Inc.
Network Instruments
Network Technologies
NetX
Neverware
NewBeg
Newell Rubbermaid
New Horizons Learning
Newline Interactive
New Partner Exception Purchase
NewTek
NexGen Storage
NexiCore Services
Nexsan
Nextivity
Nexus On Demand
Nicewear
Nimble Storage
Nintendo
Nomadix
No Overhead Computing
NovaStor
Novell
NTP Software
Nuance
Numonics Corporation
Nutanix
Nvidia
NZXT

O

Objective Interface Systems
OGIO International
OKI
OKTA
Olympus America
Omnitron Systems
Omtool
One Indentity
OneLogin
On Hold
O'Neil
ONSSI
OnTrack Software
OpenGear
Open Systems Technologies
OpenText
Opticon
Optoma
Oracle
Ortronics
Osprey Video
Other World Comp
OtterBox
Outsourcing Unlimited
Overland Tandberg
Owl Labs
Oxford

P

Paessler
Paladin Software
Palo Alto Networks
Panamax
Panasonic
Panda Software
Panduit
Panini
Panorama Antennas
Papercut
Papermate Writing Utensils
Paradyne
Paragone Furniture
Paragon Software
Parallels
Park Place Technologies
PartnerTech
PatientSafe
Patton Electronics
Pax Technology
PC America
PCW Client Products
PDI
Pearson
Peek
Peerless-AV
Pelican Products
PendaFlex
Pentel
Perficient
Perle Systems
Pervasive Software
Pexip
PGP
Pharos
Philips
Pi Engineering
Pierson Consulting Co
Pilot
Ping HD
Pioneer
Pioneer New Media Technologies
Piper
Pivot3
PKWare
Planar
Plasmon Storage Technologies
Plenom
Plug-In Storage Systems
Plum Laboratories
Plustek
PM2 Net
PMSQUARE
PNY Technologies
Poly
PolyVision
Posiflex
Pos-X
Powergistics
PowerdSine
Power-Sonic
PowerTech Antennas
Pragmatic Works Consulting
Precise Biometrics
Premier Mounts
Presidio Networked Solutions
Primera
Printek
PrinterLogic
Printronix
PrismPointe Technologies
ProClip
Pro Computing Services
ProCurri
Productive AV
Progressive Electronics
Proline
ProLogic ITS
ProMark Technology
Promethean
PROMISE Technology
Proofpoint
ProTek IT
Proton Data
Provance
Proxim Wireless
Proxy Networks
PSC
Psiber Data Systems
PSM Partners
PTS Data Center Solutions
PTZOptics
Pulse Secure
Puppet
Pure Storage
Purple

Q

Qlik
QLogic
QNAP
Qomo
Quality and Assurance Tec
Qualys
Quantum
Quark Software
Quartet
Quest Software
Quetel
Quintim
Quite Imposing License

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R

Rad Direct
Radiant Network
Radware
Rain Design
Ram Mounts
Raritan
Raxco Software
RazBeri
Razer
RCA
Read Right
Readydock
Real VNC
Recertified by Planitroi
RedBeam
Red Gate
Red Hat
RedSky
Reliable-IT
Rennerbrown Staffing
RES Software
Respawn
Retail Service Parts
Retrak
Retrospect
RF Ideas
Ricoh Corporation
RIM
Rimage
RingCentral
Rittal
Riverbed
Robert Bosch Tools
Robert Half International
Rockey and Associates
Rose Electronics
RSA Security
Rubrik
Ruckus Wireless

S

Safari Montage
Safco
SafeWare
Sage Software
Sagem-Interstar
SailPoint
Salamander Designs
Salesforce.com
Samsara
Samsonite
Samsung
Sancastle Technologies
Sanyo
SAP America
Sapphire Technology
SAS Software
SATO
Savin
Scala
Scale Computing
ScienceLogic
SCM Microsystem
Scooter Software
SDI Technologies
Security Scorecard
Securly
Segovia
Seiko Instruments
Seneca Data
Sennheiser
Sensaphone
Sentinel Technologies
SentrySafe
ServerLift
Service Express
SGI
Sharp
Shavlik
ShoreTel
Shure
Shuttle Computers
Siecor
Siemon
Sierra Wireless
Signagelive
SIIG
Silex Technology
Silver Peak
SimpleTech
Simply NUC
Singlewire
SKB Industrial
Skykit
Skyline Advanced Tech Services
Sling Media
Sliver Peak Cloud Services
SmartDraw
SmartSource
SMART Technologies
SMK-Link Electronics
SMS Systems Maintenance SVCS
Snow Software
Socket Mobile
Sofbang
SoftDesk
Software Shelf
SolarFlare
Solar Winds
SonicWALL
Sonnet Technologies
Sony
Sophisticated Systems
Sophos
Sorna
Soter Technologies
SOTI
SoundTrap
SourceCode-K2
Source Imaging Products
Source Technologies
Southwest Networks
Spanning Cloud
Specialty Products of Virginia
Speck Products
Spectra Logic
Spectralink
Spectrum Industries
Splunk
Sport View Televisionorate
Sprint
SPSS Software
Spyrus
SSH
Stage Front Lighting & Theatrics
Star Micronics
StarTech.com
StarWind
Steel Cloud
SteelEye Technology
SteelRay Software
Stefanini
StorageCraft
Storix
Strategic SAAS
StratoDesk
Studio Network Solutions
Sunbelt Software
Sunbrite
Supermicro
SUSE
Swivl
Symantec
Synchrotech
Syncplicity
Syncsort
Synergy Software
Synnefo Technology Solutions
Synnex Services
Synology
SysDig
Systat Software
System76
Systemax
Systran

T

Tableau
Tagit
TAIYO YUDEN
Tally Printers
Tangent Computer
Target Network Integration
Targus
Taurus Technologies
TEAC
TechData
TechSmith
Technology Integration Group
Technology Services Corp
Technology Solutions Group
TEC Printers
TEK Systems
Teklynx
Tektivity
Telestream
Telex
Tempus Nova
Tenable
Tequipment
Terrawave
TESSCO
Texas Instruments
TextHelp
TG3 Electronics
Thales
The Joy Factory
Thermaltake Technology
Thermamark
ThinkWrite
ThinPrint
Threat Track
Thycotic Software
TIBCO Software
Tiffany Industries
Tiffen
TigerText
Tightrope
Tintri
T-Mobile
TomTom
ToolFarm
Topaz Systems
Toshiba
Total Micro Technologies
TouchSystems
TP-Link
Transcend
Transition Networks

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Traversa Solutions
Trekstor
Trellix
Trend Micro
TrendWare International
Trestel
Trident
Tripp Lite
Tripwire
Triumph Board
Troy Systems
Trust
Trustwave
TSC Taiwan Semiconductor Co.
Tumbleweed
Turbonomic
Turtle
Twistlock
TYAN

U

Ubiquiti
Ultrabac
Ultra Electronics
Uniden
Unimax
Unistar Sparco Computers
Unitech
United Radio DBA Bluestar
Unitrends
Universal
Universal Management Solutions
Unknown
Upstream Networks
Uptivity
Urban Armor Gear
USP
USRobotics
UV Angel

V

V3 Gate
V5 Systems
Valcom
VanDyke Software
VantagePoint
Vantec
Varonis
VARIDESK
VARIZOOM
VBrick
VEC Electronics
Vector, USA
Veeam
VEHO
Velaspan
Ventev
Veracity
Veramark
Verbatim
Verifone
Verint
Veritas
Verizon
Verkada
Vertiflex
VERTIV
Video Labs
Videolarm
Vidyo
ViewSonic
Viking
Vircom
Virtual Ink
Virtual Systems Solutions
Virtual Tech Gurus
Visioneer
Vision Solutions (Syncsort)
VisionTek
Vitil Solutions
Vivitek
Vivonet
Viziflex
Vizio
Vormetric
VMware
V-Tech Communications
Vuzix Corporation
VXL Innstruments
Vytopta

W

Wachter Network Services
Wacom
Walt Disney Computer Software
Wasp Barcode
WatchGuard
Waterfield Technologies
Wave
Wavelink
Webroot
Webtrends
Weightronix NIC
Wenger North America
WestCon Cables
Western Digital
WeVideo
Wheel Lock
Whoosh
WiebeTech
Wiley Publishing
Wilson Electronics
Wincomm
Withings
Wolfram
Workshare
Wowza
WSM Inernational
Wynndalco Enterprises

X

Xante
Xerox
XFX
Xogo
Xteoma
Xtreme Accessories
XYZ

Y

Yamaha
YeaLink
YPDF
Yuneec

Z

Zagg
Zcover
ZDI
ZEBEX
Zebra Technologies
ZeeVee
Zerto
Zimbra
Zimperium
ZixCorp
Zoom Videoconferencing
ZOTAC
Zscaler
ZyXEL USA

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APPENDIX 3 – TRAINING CATALOG

For greater insight into our training courses, we have provided our 2023 Course Catalog in the remainder of this appendix.

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2023 · Q1 EDITION

COURSE CATALOG

A guide to technical workforce development

FOCAL POINT ACADEMY
A CDW COMPANY

CDW PEOPLE WHO GET IT

2023 · Q1 EDITION

COURSE CATALOG

FOCAL POINT ACADEMY
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World-class training accelerates project success.

CDW training maximizes your technology ROI.

Every techno ogy so ut on you dep oy performs better when your teams have the know edge and sk s to run them to the r fu est capac ty That s why **training is one of the smartest investments you can make to support your digital transformation, security, and enterprise technology projects.**

New enterpr se techno ogy projects requ re new sk s and **teams with relevant training on the full functionality of critical platforms achieve the strongest outcomes.**

CDW tra n ng perfect y a gns the tra n ng needs of your workforce w th the goa s of your techno ogy projects to ensure your team has the exact sk s they need to support and opt m ze your tech stack ong term

Research has shown that dedicating an extra 1.5 percent of a project's total budget to training can increase success rates by up to 30 percent.



Training elevates employee satisfaction and retention.

Tu nove hu ts n an env onment whe e find ng good wo ke s s nc eas ng y cha eng ng **it's paramount to keep your employees satisfied — and that's another reason training is essential:**

- 72% of T wo ke s a e ve y o ext eme y nte ested n t a n ng to upg ade the sk s — the h ghest pe centage of a occupat ons su veyed
- 71% of wo ke s who ecent y comp eted upsk ng ag ee t had a pos t ve mpact on job sat sfact on The job sat sfact on s 21% h ghe than wo ke s who had not pa t c pated n upsk ng
- 86% of m enn a s wou d be ess ke y to eave the cu ent pos t on f t a n ng and deve opment we e offe ed by the emp oye

Sat sfied T and secu ty emp oyees a e fa mo e ke y to stay and g ow w th you o gan zat on Re evant t a n ng he ps make t happen



Elite skills and training to achieve your security goals.

Combined strengths create your ideal partner.

Foca Po nt Academy s the ongt me eade n cybe wo kfo ce deve opment Now that Foca Po nt s pa t of CDW you T t a n ng can comb ne the st engths of these two ndust y eade s

CDW offe s pee ess expe ence n o chest at ng T p ojects and n t at ves f om sma and med um-s zed bus nesses to ente p se Comb n ng the e te Foca Po nt cu cu um w th the expe t se and depth of CDW so ut ons and se v ces g ves you teams the sk s they need to opt m ze you T nvestments and ach eve you most mpo tant outcomes

Get the quality, interactivity and flexibility your organization needs.

The cou ses sted n th s cata og a meet the same exact ng standa ds fo qua ty nte act v ty and a gnment w th today s b ggest techno ogy cha enges

- **Our courses are created and led by some of the world's best instructors,** whose sco es fo de ve y f om students ave age 4 9 out of a poss b e 5
- **Each course is designed to maximize time spent in hands-on learning,** nc ud ng ab/ ange exe c ses and deb efs too wa kth oughs and case stud es
- **Born out of some of the most demanding SOCs in the world,** CDW s p op eta y cu cu um s un que y soph st cated and pa s w th vendo techno ogy t a n ng to de ve a comp ete so ut on to you secu ty and T sk s needs
- **Our training is developed in collaboration with industry leaders** who sha e ou comm tment to tho ough ead ng-edge T t a n ng t s a ways up to date w th nst uct on spec fic to the atest ve s ons of each too

Ou cou ses a e des gned fo v tua nst uct on but they can a so be taught ve at you ocat on o at CDW s state-of-the-a t t a n ng cente n Co umb a Ma y and We ta o you wo kfo ce deve opment p og am to meet the needs of you emp oyees whe eve they a e



Tailored training for your most important projects.

CDW s the ndust y eade n t ansfo mat ve techno ogy se v ces Now CDW offe s custom zed wo kfo ce deve opment p og ams to opt m ze these a ge-sca e p ojects They de ve the exact sk s you team needs to ead suppo t and max m ze the va ue of each of these p ojects

Wh e CDW can ta o t a n ng p ans to the spec fic contou s of you p ojects many o gan zat ons have found the fo ow ng p e-bu t cou se bund es dea fo jump-sta t ng p oject success

Sample course bundles include:

Cloud Transformation

C oud t ansfo mat on offe s t emendous potent a to eshape how bus ness gets done — st eam n ng wo k oads and nc eas ng flex b ty w th comp ete sca ab ty as you offe ngs g ow But secu ty s pa amount and you c oud secu ty nvestment can be s gn ficant

Us ng AWS as an examp e th s c oud t ansfo mat on bund e w he p you C oud Secu ty A ch tects secu e y manage an AWS c oud env onment and d ve max mum va ue f om you nvestment

- AWS Techn ca Essent a s (AWS-101)
- A ch tect ng on AWS (AWS-301)
- CCSK P us - AWS (CSA-200)
- AWS Secu ty Eng nee ng (AWS-300)

Security Operations Center (SOC) Maturity

Evo v ng cybe th eats and the sk of nc eas ng y cost y b eaches have mot vated many compan es to hone the SOC sk s These ta o -made cou ses w he p you bu d a th eat-hunt ng capab ty n you SOC

- Netwo k Fo ens cs & nvest gat on (CT-301)
- Hacke Methodo og es fo Secu ty P ofess ona s (HK-300)
- Th eat Hunt ng w th Python (PY-300)

Tailored training for your most important projects.

Secure Application Development

The ea e you th nk about secu ty the mo e t be nteg ated nto you app cat ons Ou cou ses w he p jun o deve ope s suppo t you secu e app deve opment p ojects

- Secu ty Web App cat ons Ove v ew (SC-200)
- CSS P (SC-203)
- Secu e Web App Dev fecyc e - Java/JEE (SC-301)

Other project types

We offe cou ses and bund es to suppo t v tua y any p oject you may be n t at ng f you don t see you p oject type sted he e p ease contact you CDW account manage to d scuss a custom cou se p an fo you p oject

- AM Dep oyment
- Th eat Management
- DevSecOps
- Secu e nf ast uctu e Dep oyment
- Ze o T ust
- App cat on Mode n zat on
- S EM/SOAR Dep oyment
- Secu e Access Se v ce Edge (SASE)
- T and Secu ty C oss-T a n ng
- Secu ty Ope at ons Cente (SOC) Bu dout

How to use this catalog.

Find the solutions that make sense for your organization.

We offe so ut ons fo eve y s ze o gan zat on — f om s ng e seats to ente p se- eve p og am deve opment

Individual classes

Fo nd v dua ea ne s o s ng e p ojects nd v dua c asses w he p you onboa d new h es c ose mmed ate sk s gaps o p epa e you team to suppo t new y dep oyed softwa e p atfo ms o too s f om CDW

Learning packages

S mp fy you t a n ng nvestment by pu chas ng a package of c ed ts Fo most cou ses one c ed t equates to one day of t a n ng and you spend you c ed ts th oughout the yea as you needs d ctate

- St eam ne pu chases and manage t a n ng mo e eas y
- Budget and a ocate t a n ng funds w th a s ng e pu chase o de
- Ga n yea - ound access to a b oad po tfo o of cou ses techno og es and eve s
- Wo k w th CDW to ta o ea n ng p og ams to you team s needs and budget equ ements
- Make o de ng and en o ment mo e conven ent
- Adjust spend ng w th flex b ty as you needs change

ea n ng packages a e dea fo deve op ng a new capab ty ove mu t p e teams o ocat ons o jump-sta t ng a new team They can a so be used fo nd v dua cou ses fo onboa d ng c os ng sk s gaps o suppo t ng new y dep oyed softwa e p atfo ms o too s

Enterprise learning

CDW w wo k w th you to des gn o gan zat onw de t a n ng p og ams that a gn w th a ge-sca e T o outs We can he p you dep oy eg ona nat ona o even g oba t a n ng p og ams comp ete y custom zed to opt m ze you T nvestment

Demonstrate mastery with badges and certifications.

Help your teams earn meaningful badges and certifications.

Foca Po nt Academy s badges and cert ficat ons are a powerfu way of ncreas ng your emp oyees job sat sfact on **They're tangible recognition of professional accomplishments that help leaders identify and qualify cybersecurity talent.**

How the program works

Afte comp et ng a cou se o se es of cou ses emp oyees ece ve un que d g ta badges — v a C ed y — that qua fy the maste y of a sk o sk set fo a spec fic o e

Each badge g ves an emp oyee a one-c ck ea -t me v tua ep esentat on of the ach evement The bu t- n metadata va dates the c edent a and p ov des deta s on the e evant c te a sk s and (f app cab e) exp at on

These badges et nd v dua s showcase the accomp shments on ne th ough p ofess ona and soc a netwo ks such as nked n Facebook Tw tte ema s gnatu es and d g ta esumes

Badge categories

Foca Po nt s badg ng p og am s d v ded nto two key c edent a catego es

- **Role proficiency badges,** awa ded to students who have the cumu at ve sk s equ ed to fi a spec fic o e on a cybe secu ty team
- **Skills badges,** awa ded when a student maste s a spec fic capab ty th ough hands-on ea n ng exe c ses du ng one of ou cou ses



Help your teams earn college credit.

Foca Po nt Academy ssues co ege cred ts for certa n courses through our partnersh p w th Exce s or Un vers ty — an accred ted not-for-profit un vers ty that spec a zes n he p ng adu t earners advance the r careers

That s one more way CDW tra n ng he ps boost your emp oyees job sat sfact on — and bu d stronger secur ty teams



2023 COURSE CATALOG

Offensive and Defensive Cybersecurity

OFFENSIVE AND DEFENSIVE CYBERSECURITY CS 100

Cyber Risk Management Overview

A organ zat ons face cyber r sk n today s wor d Th s sem nar sty e program covers the fundamenta s profess ona s need to operate the r organ zat ons secure y embrace d srupt on safe y and commun cate cyber r sks effect ve y w th n the r organ zat ons Des gned w th profess ona s n m nd th s program d ssects the most mportant ssues n cyber r sk management and arms attendees w th the too s needed to engage n strateg c cyber r sk conversat ons

1-day course

Cha enge eve 1

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Exp ess the mpo tance of a sound cybe secu ty st ategy n atta n ng the o gan zat on s bus ness goa s
- Recogn ze a eas of vu ne ab ty w th n the o gan zat on and the th eats that seek to exp o t them
- dent fy the cybe sks to the o gan zat on and the p act ces that w m t gate and e m nate them
- P act ce effect ve pe sona cybe hyg ene

Prerequisites

Th s cou se s ntended fo execut ve- eve bus ness eade s (e g CEO CFO VPs)

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$950
ea n ng C ed ts	1

OFFENSIVE AND DEFENSIVE CYBERSECURITY CS 101

Intro to Security Analysis

Most profess ona s are aware of the mportance the r jobs p ay n secur ng an organ zat on but many are not adequate y tra ned n th s mportant funct on and may not know where to beg n Th s hands on course g ves a jumpstart nto the ana ys s of network ntrus ons comprom sed hosts and ma ware Students w earn what common attacks ook ke how to track and ana yze ma c ous act v ty and what m t gat on steps shou d be taken

2 2-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- P ofi e/base ne the hosts se v ces and act v ty n a compute netwo k
- Pe fo m use - eve att but on of unwanted act v ty n a netwo k
- Compa e obse ved netwo k t affic to expected topo ogy
- dent fy and obse ve the co e components of an ope at ng system
- Conduct bas c behav o a ana ys s of ma wa e on a unn ng W ndows system

Prerequisites

A backg ound n T

A bas c unde stand ng of TCP/ P netwo k ng

Bas c expe ence w th W ndows adm n st at on and/ o the Sys nte na s Su te

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 200

Phishing Investigation

Th s c ass teaches new secur ty ana ysts the bas cs of respond ng to ph sh ng attempts Students w start w th a pr mer n command ne bas cs and network flow concepts then earn how to reconstruct the path taken by ema s how to ana yze ema headers for secur ty ssues how to generate nd cators of comprom se from susp c ous ema s and what the effects can be from a successfu ph sh on systems and networks

3 3-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Ana yze flows of netwo k t affic
- Desc be the p otoco s and nf ast uctu e used to send and ece ve ema
- Ana yze ema messages and othe netwo k t affic fo s gns of ph sh ng
- dent fy and obse ve the co e components of an ope at ng system
- Conduct bas c behav o a ana ys s of ma wa e on a unn ng W ndows system

Prerequisites

T backg ound

A bas c unde stand ng of TCP/ P netwo k ng

Bas c expe ence w th a p otoco ana yze

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 850
ea n ng C ed ts	3

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 300

Network Forensics and Investigation I

Network Forens cs and nvest gat on teaches students to d fferent ate between norma and abnorma network traffic understand how packets flow through a network and attr bute conversat ons and act ons taken over a network segment to spec fic hosts or users Th s course focuses on research fi ter ng and comparat ve ana ys s to dent fy and attr bute d fferent types of act v ty Students w earn to fo ow conversat ons across a w de range of protoco s and through red rect on as we as how to deve op custom fi ters for non d ssected protoco s

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate a base ne of the p otoco s hosts and nte act ons n a netwo k env onment
- dent fy anoma ous netwo k t affic us ng a comb nat on of n-depth packet ana ys s and h ghe - eve stat st ca ana ys s
- Reconst uct event t me nes and accu ate y co e ate o d st ngu sh between event th eads
- dent fy and ext act netwo k a t facts fo fu the fo ens c ana ys s
- Compa e obse ved netwo k t affic to expected topo ogy
- Resea ch and ana yze unknown (non-d ssected) p otoco s
- T ack web act v ty at the use o sess on eve v a HTTP heade ana yt cs

Skills Badges and Certifications

Netwo k T affic Att but on & Reconst uct on
D ssect on and Ana ys s of Netwo k T affic



Prerequisites

F m unde stand ng of TCP/ P netwo k ng

CompT A Netwo k+
C sco CNET o s m a

Expe ence w th a packet ana yze

CompT A Secu ty+ o s m a

Capstone Exercise

A catego y-based captu e-the-flag cha enge that cu m nates n t ack ng a s mu ated SCADA nt us on

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 301

Network Forensics and Investigation II

Bu d ng on Network Forens cs and nvest gat on th s course teaches students how to use advanced too features to uncover and nvest gate comp ex mu t stage and hard to detect ntrus ons By earn ng to dent fy stat st ca patterns so ate events of nterest and accurate y corre ate or d st ngu sh between threads of act v ty students w ga n the sk s needed to perform cr t ca rea t me ana ys s n a product on env ronment The course emp oys severa traffic ana ys s too s nc ud ng W reshark Network M ner and RSA s NetW tness nvest gator a ongs de custom too s and scr pts

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy and ana yze events at a stages of the attack fecyc e
- App y th eat nte gence feeds to focus mon to ng nvest gat on and hunt act v t es
- Detect and nvest gate tunne ng botnet command & cont o t affic and othe fo ms of cove t commun cat ons be ng ut zed n a netwo k
- Emp oy finge p nt ng techn ques to detect the use of enc ypted t affic flows by ma wa e o an act ve nt ude
- Accu ate y co e ate and econst uct mu t p e stages of ma c ous act v ty n o de to bu d a comp ete p ctu e of the scope and mpact of comp ex netwo k nt us ons

Skills Badges and Certifications

Netwo k OC dent ficat on & nvest gat on
Advanced Netwo k Fo ens c Ana ys s

Prerequisites

CCNA and/o expe ence as an nc dent Hand e o s m a

Packet ana yze expe ence

Know edge of common Web App funct ona ty and a ch tectu e

Capstone Exercise

nvest gate a comp ex mu t - stage nt us on P epa e a epo t on the attack document the hacke s act v t es and deta the eaked nfo mat on

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 302

Automated Network Defense

An ntrus on Detect on/Prevent on System (DS/ PS) can automate the process of dent fy ng attacks among the thousands of connect ons on a network aught by eaders n network defense who work n the cybersecur ty ndustry th s course demonstrates how to defend arge sca e network nfrastructures by bu d ng and ma nta n ng DS/ PS and master ng advanced s gnature wr t ng techn ques W th DS and tra ned network secur ty aud tors organ zat ons have a re ab e means to pr or t ze and so ate the most cr t ca threats n rea t me

5 5-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Recogn ze the benefits and m tat ons of d ffe ent nt us on detect on system types (netwo k-based host-based and d st buted systems)
- dent fy opt ma senso p acement and gaps n cove age
- W te bas c DS s gnatu es to dent fy t affic of nte est and tune them to educe fa se pos t ves
- Use eassemb y and p e-p ocess ng eng nes to automat ca y econst uct st eams of netwo k data p o to ana ys s
- App y decod ng and othe techn ques to ove come DS evas on effo ts
- Deve op comp ex s gnatu es emp oy ng u e cha n ng event fi te ng and post-detect on ana ys s to dent fy d st buted attacks mu t -stage events and othe mo e comp ex th eats
- Use egu a exp ess ons to effect ve y detect va ab e o mo ph ng attacks
- Manage u e sets to educe edundancy and ma nta n system effic ency

Skills Badges and Certifications

DS S gnatu e C eat on and Opt m zat on
Automated Netwo k Th eat M t gat on

Prerequisites

A st ong unde stand ng of TCP/ P netwo k ng

Netwo k Fo ens cs and nvest gat on and

Capstone Exercise

dent fy and ana yze the e ements of a mu t stage nt us on Configu e and tune an DS/ PS to detect and m t gate these attacks

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY OS 300

Endpoint Live Forensics

Endpo nt L ve Forens cs teaches students how to dent fy abnorma act v ty and nvest gate a runn ng system that may have been comprom sed n th s course students w earn the most usefu commands too s and techn ques that can be emp oyed dur ng nvest gat on to revea the s gn ficant nd cators of nfi trat on as we as how to create a system base ne to be used for future ana ys s Th s course s focused pr mar y on the W ndows 10 and L nux operat ng systems

5 5-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy the co e components of the ope at ng system and a ce ta n a cu ent state us ng bu t- n o othe t usted too s
- Ana yze a unn ng system and detect abno ma behav o e at ng to ope at ng system components
- Use event og ana ys s to ve fy and co e ate the a t facts of anoma ous behav o and dete m ne the scope of an nt us on
- Bu d o mod fy Powe She sc pts to nte ogate an ope at ng system and automate epet t ve ana yt c tasks
- C eate and use a system base ne to dent fy unexpected tems such as ogue accounts o configu at on changes

Skills Badges and Certifications

ve W ndows Endpo nt Ana ys s
System & Event og Ana ys s



Prerequisites

Fam a ty w th W ndows systems and the command ne nte face

Unde stand ng of TCP/ P netwo k ng

Expe ence w th VMwa e o othe v tua zat on softwa e

Capstone Exercise

An nvest gat on scena o to emote y ana yze a netwo k of systems dent fy comp om sed mach nes and emed ate as app op ate

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY HK 300

Hacker Methodologies for the Security Professional

Th s course teaches the processes threat actors use to break nto organ zat ons networks and stea the r most sens t ve data Ut z ng Ka L nux and the Metasp o t Framework students w earn to dent fy scan and enumerate target systems corre ate serv ces to vu nerab t es and exp o ts emp oy exp o ts to ga n access to the target systems e evate pr v eges propagate through the network and cover the r tracks w th n a target network Th s course s focused pr mar y on L nux and W ndows operat ng systems

5 5-day course

4 Cha enge eve 4

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- dent fy the c asses of hackers the r mot vat ons and the methodo og es emp oyed by threat actors
- Use p b c y ava ab e too s and open-so rce nte gence techn q es to deve op a target footpr nt
- Scan and en merate targets to dent fy target operat ng systems and serv ces
- Research and everage exp o ts for v nerab e serv ces to ach eve access to target systems
- dent fy system config rat on weaknesses and v ab e pr v ege esca at on tact cs
- Ana yze exp o ted systems to dent fy and remove nd cat ons of comprom se
- mp oy system too s to exp o t add t ona targets w th n an nterna network

Skills Badges and Certifications

W ndows xp o tat on
n x xp o tat on
and & xpand



Prerequisites

Fam a w th the W ndows and nux Command ne nte face and the W ndows and nux ope at ng system components and secu ty featu es

Capstone Exercise

Red team exe c se equ ng teams to estab sh n t a access to a DMZ p vot to othe netwo k segments and et eve equested nfo mat on

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY PY 300

Threat Hunting with Python

Th s ntermed ate eve course teaches students how to use threat hunt ng hypotheses generated from contextua data or threat nte gence feeds to wr te Python scr pts that nteract w th var ous data sources and perform data ana yt cs to determ ne the va d ty of those hypotheses echn ques nc ude the use of advanced data structures act ve data gather ng us ng SCAPY and other too s scr pt ng database or S EM quer es and more Successfu students w ga n the ab ty to scr pt or automate custom threat hunt ng tasks

3 3-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Test cybe th eat hunt ng hypotheses by c eat ng Python sc pts that pe fo m data gathe ng and ana yt cs
- Use advanced data st uctu es to sto e sea ch and man pu ate data
- W te Python code to nte act w th a va ety of systems such as S EM p atfo ms and endpo nts as we as stat c data sou ces such as og fi es and t affic captu es
- mp ove the speed and effect veness of cybe th eat hunt ng act v t es th ough sc pt ng and automat on

Skills Badges and Certifications

Th eat Hunt ng w th Python

Prerequisites

nte med ate- eve p og amm ng expe ence w th Python

Successfu comp et on of Netwo k Fo ens cs and nvest gat on o compa ab e expe ence

Capstone Exercise

G ven a scena o deve op th eat hunt ng hypotheses then w te Python sc pts to gathe app op ate data pe fo m ana yt cs and p oduce output

Pricing

USD	$2 850
ea n ng C ed ts	3

OFFENSIVE AND DEFENSIVE CYBERSECURITY MA 300

Behavioral Malware Analysis

Behav ora Ma ware Ana ys s teaches students the fundamenta sk s to ana yze ma c ous software from a behav ora perspect ve Us ng system mon tor ng too s and ana yt c software th s course teaches how to observe ma ware n a contro ed env ronment to qu ck y ana yze ts ma c ous effects to the system From s mp e key oggers to mass ve botnets th s c ass covers a w de var ety of current threats w th actua samp es be ng ana yzed n the tra n ng env ronment

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy c ass fy and document ma wa e and ts capab t es
- C eate and custom ze a v tua zed ana ys s env onment
- Emp oy common too s to cha acte ze ma wa e samp es qu ck y
- dent fy obfuscat on methods used by attacke s to escape detect on

Skills Badges and Certifications

Ma wa e C ass ficat on
Behav o a Ma wa e Ana ys s



Prerequisites

Unde stand ng of W ndows Ope at ng System adm n st at on

F m unde stand ng of ope at ng system nte na s

Know edge of common ma wa e types and exp o t vecto s

Capstone Exercise

Ana yze a cu ent p ece of W ndows ma wa e and p oduce a tho ough epo t on ts capab t es system mpact and means of pe s stence

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY RE 300

Assembly for Reverse Engineers

Des gned for ma ware ana ysts and code deve opers a ke Assemb y for Reverse Eng neers w equ p students w th the know how to effect ve y read Assemb y rev ew statements understand program flow dent fy the nfluence of d fferent comp ers and reverse mach ne code back to ts h gher eve equ va ent Learn and pract ce deve opment techn ques to mprove the speed and qua ty of stat c ana ys s dur ng th s week ong ab ntens ve course

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Desc be how code execut on wo ks
- Unde stand the components of the x86 nst uct on set
- App y demonst ated ana ys s techn ques to the eve se eng nee ng of W ndows executab es
- Use DA P o s powe fu Assemb y ma kup featu es to opt m ze ana ys s
- Use stat c and dynam c ana ys s to nte p et and document p og am flow

Skills Badges and Certifications

Reve se Eng nee ng Use -Mode x86 W ndows B na es
Stat c Reve se Eng nee ng



Prerequisites

Know edge of ope at ng system nte na s

Expe ence w th C p og amm ng n a W ndows env onment

Expe ence w th VMwa e softwa e s an advantage

Capstone Exercise

A manua stack t ace exe c se and a eve se eng nee ng ass gnment to d scove and document the funct on of a g ven b na y

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY RE 400

Malware Reverse Engineering

Th s course teaches students how to perform advanced ana ys s of rea wor d ma ware samp es us ng d sassemb y and debugg ng techn ques The course a so covers data decod ng and b nary obfuscat on to bypass protect ons and perform effect ve ana ys s on hardened samp es and how to defeat ant debugg ng and other ant ana ys s techn ques We w use DA Pro D sassemb er O yDbg and x64dbg to demonstrate how to accomp sh common ana ys s tasks overcome ma ware ana ys s roadb ocks and ach eve a more comp ete understand ng of a ma c ous samp e s funct ona ty

5 5-day course

Cha enge eve 5

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use DA P o O yDbg x64dbg and othe too s to ana yze and debug ma wa e and epo t on ts capab t es
- Desc be n deta the st uctu e and funct ons of the Po tab e Executab e (PE) heade and ana yze PE heade s to a d n ma wa e cha acte zat on
- App y techn ques fo dent fy ng ana yz ng and bypass ng data obfuscat on
- Unde stand the st uctu e and use of Dynam c nked b a es (D s) and app y eve se eng nee ng sk s to D ana ys s
- dent fy and ove come a ange of ant -debugg ng and ant -ana ys s techn ques used n mode n ma wa e
- dent fy deve ope code n a comp ed b na y

Skills Badges and Certifications

Reve se Eng nee ng Use -Mode W ndows Ma wa e
Stat c Reve se Eng nee ng
Dynam c Reve se Eng nee ng



Prerequisites

Successfu comp et on of Assemb y fo Reve se Eng nee s

Unde stand ng of ope at ng system nte na s

Expe ence n C and Python p og amm ng s ecommended

Capstone Exercise

Reve se eng nee ng ass gnment to ana yze and epo t on a ea -wo d ma wa e samp e that emp oys ant -ana ys s techn ques

Pricing

USD	$5 700
ea n ng C ed ts	6

OFFENSIVE AND DEFENSIVE CYBERSECURITY RE 500

Python for Reverse Engineers

Th s course s geared toward the reverse eng neer t ntroduces a student to the Python anguage w th a focus on us ng t to acce erate automate and opt m ze reverse eng neer ng tasks The course starts w th an ntroduct on to the Python anguage a rev ew of object types and flow statements then de ves nto fi e operat ons modu es work ng w th the C ypes brary for nteract on w th W ndows operat ng systems debugg ng and DA scr pt ng

5 5-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- W te and mp ement Python sc pts used n eve se eng nee ng
- Use Python to nte act w th the W ndows ope at ng system us ng the W ndows AP
- C eate custom event hand e s to automate debugg ng tasks
- Use Python to automate tasks to debug ma wa e and epo t on ts act v t es
- Automate d sassemb y tasks us ng DAPython and othe ava ab e modu es

Prerequisites

Successfu comp et on of Ma wa e Reve se Eng nee ng

Fam a ty w th p og amm ng/sc pt ng

Expe ence w t ng o ed t ng Python sc pts

Capstone Exercise

nd v dua ab Exe c ses

Pricing

USD	$5 700
ea n ng C ed ts	6

2023 COURSE CATALOG

Cloud Implementation and Security

CLOUD IMPLEMENTATION AND SECURITY CSA 100

CCSK Foundation

The Cert ficate of C oud Secur ty Know edge (CCSK) Foundat on course starts w th the fundamenta s and ncreases n comp ex ty as t works through a 16 doma ns of the CSA Secur ty Gu dance recommendat ons from the European Un on Agency for Network & nformat on Secur ty (EN SA) and an overv ew of the C oud Contro s Matr x t covers key areas nc ud ng best pract ces for AM c oud nc dent response app cat on secur ty data encrypt on Secur ty as a Serv ce (SECaaS) secur ng emerg ng techno og es and more

2-day course

Cha enge eve 1

16 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- App y C oud Secu ty A ance Secu ty Gu dance C oud Cont o s Mat x and othe esea ch to a c oud secu ty p og am
- Eva uate how to secu e the c oud management p ane and ensu e bus ness cont nu ty fo c oud comput ng
- Compa e the effect veness of d ffe ent access cont o s and c oud enc ypt on mode s
- Deve op Secu ty as a Se v ce (SECaaS) ecommendat ons based on o gan zat ona equ ements and ega ob gat ons

Skills Badges and Certifications

The Ce t ficate of C oud Secu ty Know edge can be obta ned by pass ng the 60-quest on exam An exam vouche a ow ng two attempts s nc uded

Prerequisites

None

Capstone Exercise

CCSK Exam (Opt ona)

Pricing

USD	$1900
ea n ng C ed ts	2

CLOUD IMPLEMENTATION AND SECURITY CSA 200

CCSK Plus – AWS

The CCSK P us AWS course covers the foundat ona content from CCSK Foundat on (CSA 100) but a so nc udes hands on abs and act v t es that re nforce c assroom nstruct on and bu d app cab e sk s Students engage n a scenar o of br ng ng a fict ona organ zat on secure y nto the c oud wh ch g ves them the opportun ty to app y the r know edge by perform ng a ser es of act v t es that wou d be requ red n a rea wor d env ronment **This course covers the AWS cloud platform.**

3 3-day course

Cha enge eve 2

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

App y C oud Secu ty A ance Secu ty Gu dance C oud Cont o s Mat x and othe esea ch to a c oud secu ty p og am n AWS

Eva uate how to secu e the c oud management p ane and ensu e bus ness cont nu ty fo c oud comput ng n AWS

Compa e the effect veness of d ffe ent access cont o s and c oud enc ypt on mode s n AWS

Deve op Secu ty as a Se v ce (SECaaS) ecommendat ons based on o gan zat ona equ ements and ega ob gat ons

Skills Badges and Certifications

The Ce t ficate of C oud Secu ty Know edge can be obta ned by pass ng the 60-quest on exam An exam vouche a ow ng two attempts s nc uded

Prerequisites

None

Capstone Exercise

CCSK Exam (Opt ona)

Pricing

USD	$2 850
ea n ng C ed ts	3



CLOUD IMPLEMENTATION AND SECURITY CSA 201

CCSK Plus – Azure

The CCSK P us Azure course covers the foundat ona content from CCSK Foundat on (CSA 100) but a so nc udes hands on abs and act v t es that re nforce c assroom nstruct on and bu d app cab e sk s Students engage n a scenar o of br ng ng a fict ona organ zat on secure y nto the c oud wh ch g ves them the opportun ty to app y the r know edge by perform ng a ser es of act v t es that wou d be requ red n a rea wor d env ronment **This course covers the Azure cloud platform.**

3 3-day course

Cha enge eve 2

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- App y C oud Secu ty A ance Secu ty Gu dance C oud Cont o s Mat x and othe esea ch to a c oud secu ty p og am n Azu e
- Eva uate how to secu e the c oud management p ane and ensu e bus ness cont nu ty fo c oud comput ng n Azu e
- Compa e the effect veness of d ffe ent access cont o s and c oud enc ypt on mode s n Azu e
- Deve op Secu ty as a Se v ce (SECaaS) ecommendat ons based on o gan zat ona equ ements and ega ob gat ons

Skills Badges and Certifications

The Ce t ficate of C oud Secu ty Know edge can be obta ned by pass ng the 60-quest on exam An exam vouche a ow ng two attempts s nc uded

Prerequisites

None

Capstone Exercise

CCSK Exam (Opt ona)

Pricing

USD	$2 850
ea n ng C ed ts	3

2023 COURSE CATALOG

AppDev, Programming, Secure Coding, and DevSecOps

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 200

Securing Web Applications Overview

Th s course s geared for web deve opers and techn ca stakeho ders who need to produce secure web app cat ons and ntegrate secur ty measures nto the deve opment process Th s overv ew exp ores core concepts and cha enges n web app cat on secur ty showcas ng current rea wor d examp es that ustrate the potent a consequences of not fo ow ng these best pract ces The fina port on of th s course bu ds on the prev ous y earned mechan cs for bu d ng defenses by exp or ng how des gn and ana ys s can be used to bu d stronger app cat ons from the beg nn ng of the software fecyc e

2-day course

Cha enge eve 2

16 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use va ous too s and techn ques to dete m ne a web app cat on s ope at ona env onment and dete m ne ts vu ne ab t es
- Detect attack and mp ement defenses fo authent cat on autho zat on funct ona ty and se v ces as we as XSS and nject on attacks
- Assess the sks assoc ated w th XM p ocess ng fi e up oads and se ve -s de nte p ete s and how to best e m nate o m t gate those sks
- dent fy the st engths m tat ons and uses fo too s such as code scanne s dynam c scanne s and web app cat on fi ewa s (WAFs)
- App y techn ques and measu es that can be used to ha den web and app cat on se ve s as we as othe components n you nf ast uctu e

Prerequisites

Expe ence dep oy ng and/o suppo t ng web app cat ons

P o p og amm ng expe ence s h gh y ecommended

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 201

Exploring the OWASP Top Ten

Exp or ng the OWASP op en s a ser es of qu ck hard h tt ng sess ons that set the context for and wa ks through the OWASP vu nerab t es Each sess on prov des a so d set of nformat on for deve opers testers and other stakeho ders about understand ng dent fy ng and m t gat ng a vu nerab ty Th s course prov des an understand ng of the recent y updated OWASP op en w th usefu ns ghts d scuss ons and n many cases demonstrat ons of the app cat on vu nerab t es that are p agu ng the ndustry

2-day course

Cha enge eve 2

16 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy and desc be the mechan sm by wh ch each of the top ten vu ne ab t es s exp o ted
- Dete m ne the p eva ence of each vu ne ab ty nc ud ng cha acte st cs to focus on du ng des gn and code ev ews to he p detect potent a ssues
- Desc be the type and seve ty of potent a consequences when a successfu exp o t occu s
- D ffe ent ate the app op ate detect on m t gat on o p event on techn ques fo each potent a exp o ted vu ne ab ty
- Assess and out ne the e at ve effect veness of scanne s and othe too s n detect ng Top Ten vu ne ab t es
- Exp o e and exam ne gene c and code-spec fic efe ences that can be used n defens ve effo ts

Prerequisites

Rea -wo d p og amm ng expe ence s h gh y ecommended but not equ ed

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 300

Attacking and Securing Java/JEE Web Applications

Attack ng and Secur ng Java/JEE Web App cat ons prov des un que coverage of Java app cat on secur ty Th s course covers penetrat on test ng hunt ng for bugs n Java web app cat ons best pract ces for defens ve y cod ng web app cat ons and the OWASP op en Part c pants w be ab e to recogn ze actua and potent a software vu nerab t es and mp ement defenses for those vu nerab t es Each vu nerab ty s exam ned from a Java/JEE perspect ve by descr b ng the threat and attack mechan sms recogn z ng assoc ated vu nerab t es and des gn ng mp ement ng and test ng effect ve defenses

4-day course

Cha enge eve 4

32 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Detect and avo d common m stakes that a e made n bug hunt ng and vu ne ab ty test ng
- Exp a n concepts and te m no ogy beh nd defens ve secu e cod ng
- Configu e and test web app cat ons w th va ous attack techn ques to dete m ne the ex stence and effect veness of aye ed defenses
- dent fy and mp ement effect ve defenses aga nst vu ne ab t es assoc ated w th unt usted data XSS and nject on attacks
- Fo mu ate and emp oy techn ques and measu es to ha den web and app cat on se ve s

Prerequisites

Rea -wo d p og amm ng expe ence s h gh y ecommended

Expe ence w th and wo k ng know edge of Java and JEE

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 301

Secure Web App Development Lifecycle — Java/JEE

Th s course s geared for web deve opers and techn ca stakeho ders who need to produce secure web app cat ons by ntegrat ng secur ty measures nto the deve opment process Th s over v ew exp ores core concepts and cha enges n web app cat on secur ty showcas ng rea wor d examp es that ustrate the potent a consequences of not fo ow ng these best pract ces The fina port on exp ores how des gn and ana ys s can be used to bu d stronger app cat ons from the beg nn ng of the software fecyc e

5 5-day course

4 Cha enge eve 4

40 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy defect/bug epo t ng mechan sms w th n the o gan zat ons
- Define concepts and te m no ogy beh nd defens ve secu e cod ng nc ud ng the phases and goa s of a typ ca exp o t
- Detect attack and mp ement defenses fo vu ne ab t es assoc ated w th authent cat on and autho zat on funct ona ty and se v ces
- Ha den the web and app cat on se ve s as we as othe components n you nf ast uctu e
- Bu d ut ze and app y defens ve opt ons to an asset nvento y fo a softwa e app cat on

Prerequisites

Rea -wo d p og amm ng expe ence s h gh y ecommended but not equ ed

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 750
ea n ng C ed ts	5

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS PY 200

Intro to Python Programming

ntro to Python Programm ng s a hands on course to he p students earn the fundamenta s of wr t ng and runn ng bas c Python scr pts The course focuses on advanced features such as fi e operat ons regu ar express ons work ng w th b nary data and us ng the extens ve funct ona ty of Python modu es Emphas s s p aced on features un que to Python such as tup es array s ces and output formatt ng The course a so teaches students to automate or s mp fy common tasks w th scr pts for bas c web deve opment projects

3 3-day course

Cha enge eve 2

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate wo k ng Python sc pts fo ow ng best p act ces
- Configu e Python data types app op ate y
- Read and w te fi es w th both text and b na y data
- Sea ch and ep ace text us ng egu a exp ess ons
- Recogn ze the standa d b a y and ts wo k-sav ng modu es
- C eate ea -wo d p ofess ona Python app cat ons
- Recogn ze when to use co ect ons such as sts d ct ona es and sets
- Dete m ne Python c featu es such as comp ehens ons and te ato s
- W te obust code us ng except on hand ng

Prerequisites

Bas c fam a ty w th any p og amm ng o sc pt ng anguage

Students shou d have a wo k ng use - eve know edge of Un x/ nux Mac o W ndows

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS PY 301

Python for the Cloud – Azure

Python for the C oud w th Azure s a pract ca hands on course that eads the student from the bas cs of wr t ng and runn ng Python scr pts to the more advanced sk s requ red to wr te so d Python code to dep oy to product on Th s comprehens ve pract ca course prov des an n depth exp orat on of work ng w th the programm ng anguage and s not an academ c overv ew of syntax and grammar

5 5-day course

Cha enge eve 4

40 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Pe fo m nt oducto y eve Python fo ana yt cs w th NumPy and Pandas
- dent fy data movement e o s expectat ons and code opt m zat on
- Desc be how to pack and sh p code nto se v ces and c oud o conta ne o VM
- Effect ve y use the Azu e AP to nte act w th Azu e n Python

Prerequisites

Bas c fam a ty w th any p og amm ng o sc pt ng anguage

Wo k ng know edge of Un x/ nux Mac o W ndows

Comfo tab e us ng a command ne nte face

Capstone Exercise

eve age the sk s f om th oughout the cou se to c eate de ve and p esent (opt ona) a comp ete tested so ut on

Pricing

USD	$2 850
ea n ng C ed ts	3



2023 COURSE CATALOG

Data Science and Analytics



DATA SCIENCE AND ANALYTICS DS 100

Data Science Overview

Data Sc ence Overv ew s an ntroductory eve course that covers the concepts and techno og es nvo ved n B g Data data sc ence pred ct ve ana yt cs art fic a nte gence data m n ng and data warehous ng The course exp ores the current state of data sc ence major components of a modern data sc ence nfrastructure team ro es and respons b t es and poss b e outcomes for nvest ng n data sc ence

1-day course

Cha enge eve 1

8 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy the e ements of the Hadoop Ecosystem HDFS Resou ce Nav gato s MapReduce Spa k D st but ons
- Define data sc ence types and te ms and exp a n ET (Exchange T ansfo m oad)
- Summa ze data hand ng nc ud ng the common too s used
- dent fy the anguages b a es and f amewo ks used n the Hadoop Ecosystem nc ud ng R Python Java Sca a P g and BPMN
- App y a t fic a nte gence p nc p es n bus ness systems
- D ffe ent ate between the evo v ng o es and funct ons n data sc ence

Prerequisites

Attendees shou d have p o exposu e to ente p se nfo mat on techno ogy and be fam a w th e at ona databases

Pricing

USD	$950
ea n ng C ed ts	1



DATA SCIENCE AND ANALYTICS DS 200

R Programming for Data Science and Analytics

R Programm ng for Data Sc ence and Ana yt cs exam nes components of a stat st ca programm ng env ronment and enab es students to descr be gener c programm ng anguage concepts as they are mp emented n R The course focuses on the bas cs of stat st ca comput ng wh ch nc udes programm ng n R read ng data nto R access ng R packages wr t ng R funct ons and v sua z ng data w th R

3 3-day course

Cha enge eve 3

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy and define R p og amm ng va ab es types oops sca a s vecto s and mat ces
- Pe fo m st ng and text man pu at on n R
- dent fy and emp oy R sts and funct ons
- Use R data f ames and fi e /O
- Read data f om fi es and pe fo m data p epa at on
- Pe fo m data v sua zat on us ng a ange of p ott ng funct ons
- Use Dp y fo data exp o at on
- C eate stat st ca mode s w th R
- Use nea and og st c eg ess ons

Prerequisites

Students shou d have nte med ate- eve expe ence n the fie d and p o expe ence wo k ng w th p og amm ng anguages

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 850
ea n ng C ed ts	3



DATA SCIENCE AND ANALYTICS DS 300

Python for Data Science

Python for Data Sc ence s an ntermed ate course that covers the essent a s of us ng Python to perform exp oratory data ana ys s comp ex v sua zat ons and arge sca e d str buted process ng on B g Data n th s course students use essent a mathemat ca and stat st cs brar es such as NumPy Pandas Sc Py Sc k t Learn ensorF ow as we as v sua zat on too s ke Matp ot b P L and Seaborn

5 5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- W te and un Python code n a data sc ence context
- C eate and p ocess mages w th P
- App y and v sua ze w th Seabo n
- dent fy Key featu es of Sc Py and Sc k t- ea n
- nte act w th Spa k us ng DataF ames
- Pe fo m B g Data ana yt cs w th Spa kSQ M b and St eam ng

Prerequisites

Students must have a backg ound n bas c Python deve opment sk s

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 750
ea n ng C ed ts	5

2023 COURSE CATALOG

Amazon Web Services (AWS)

AMAZON WEB SERVICES (AWS) AWS 100

AWS Cloud Practitioner Essentials

Th s fu day course s ntended for nd v dua s who seek an overa understand ng of the AWS C oud ndependent of spec fic techn ca ro es t prov des a deta ed overv ew of c oud concepts AWS serv ces secur ty arch tecture pr c ng and support t nc udes ab exerc ses re nforc ng some of the core concepts of the ecture

1-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- D ffe ent ate between c oud comput ng and dep oyment mode s
- Desc be the AWS C oud va ue p opos t on
- Desc be the bas c g oba nf ast uctu e of the c oud
- Compa e the d ffe ent methods of nte act ng w th AWS
- Desc be and d ffe ent ate between AWS se v ce doma ns
- Desc be bas c AWS C oud a ch tectu a p nc p es
- Desc be secu ty se v ces w th the AWS c oud

Prerequisites

Gene a T techn ca know edge

Pricing

USD	$675
ea n ng C ed ts	0 75

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied C oud P act t one exam



AMAZON WEB SERVICES (AWS) AWS 101

AWS Technical Essentials

n th s course students w earn about AWS products serv ces and common so ut ons Students w earn the fundamenta s of dent fy ng AWS serv ces so that they can make nformed dec s ons about so ut ons based on bus ness requ rements

1-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate an Amazon Mach ne mage (AM) f om a unn ng nstance
- C eate a oad ba ance
- C eate a aunch configu at on and an Auto Sca ng g oup
- Automat ca y sca e new nstances w th n a p vate subnet
- C eate Amazon C oudWatch a a ms and mon to pe fo mance of you nf ast uctu e

Prerequisites

Gene a T techn ca know edge

Pricing

USD	$675
ea n ng C ed ts	0 75

AMAZON WEB SERVICES (AWS) AWS 300

Security Engineering on AWS

Th s course demonstrates how to effic ent y use AWS secur ty serv ces to stay secure n the AWS C oud The course focuses on the secur ty pract ces that AWS recommends for enhanc ng the secur ty of your data and systems n the c oud The course h gh ghts the secur ty features of AWS key serv ces nc ud ng compute storage network ng and database serv ces You w a so earn how to everage AWS serv ces and too s for automat on cont nuous mon tor ng and ogg ng and respond ng to secur ty nc dents

3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Ass m ate and eve age the AWS sha ed secu ty espons b ty mode
- A ch tect and bu d AWS app cat on nf ast uctu es that a e p otected aga nst the most common secu ty th eats
- P otect data at est and n t ans t w th enc ypt on
- App y secu ty checks and ana yses n an automated and ep oduc b e manne

Prerequisites

Wo k ng know edge of T nf ast uctu e secu ty and c oud comput ng concepts

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied Secu ty – Spec a ty exam



AMAZON WEB SERVICES (AWS) AWS 301

Architecting on AWS

Th s course covers the fundamenta s of bu d ng nfrastructure on the AWS p atform Students earn how to opt m ze the AWS C oud by understand ng how AWS serv ces fit nto c oud based so ut ons n add t on students exp ore AWS C oud best pract ces and des gn patterns for arch tect ng opt ma so ut ons on AWS and bu d a var ety of nfrastructures n gu ded hands on act v t es The course a so covers how to create fledg ng arch tectures and bu d them nto robust and adapt ve so ut ons

3 3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Make a ch tectu a dec s ons based on AWS a ch tectu a p nc p es and best p act ces
- eve age AWS se v ces to make you nf ast uctu e sca ab e e ab e and h gh y ava ab e
- eve age AWS Managed Se v ces to enab e g eate flex b ty and es ency n an nf ast uctu e
- Make an AWS-based nf ast uctu e mo e effic ent to nc ease pe fo mance and educe costs
- Use the We A ch tected F amewo k to mp ove a ch tectu es w th AWS so ut ons

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied So ut ons A ch tect – Assoc ate exam

Prerequisites

AWS C oud P act t one Essent a s

Pricing

USD	$2 025
ea n ng C ed ts	2

AMAZON WEB SERVICES (AWS) AWS 302

System Operations on AWS

Th s course teaches systems operators and anyone perform ng system operat ons funct ons how to nsta configure automate mon tor secure ma nta n and troub eshoot the serv ces networks and systems on AWS necessary to support bus ness app cat ons The course a so covers spec fic AWS features too s and best pract ces re ated to these funct ons

3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Automate esou ce dep oyment us ng AWS se v ces such as AWS C oudFo mat on and AWS Se v ce Cata og
- Use AWS se v ces to manage AWS esou ces th ough SysOps fecyc e p ocesses such as dep oyments and patches
- Use Amazon C oudWatch and assoc ated featu es such as a a ms dashboa ds and w dgets to mon to you c oud env onment
- Manage pe m ss ons and t ack act v ty n you c oud env onment us ng AWS se v ces such as AWS C oudT a and AWS Config

Prerequisites

AWS Techn ca Essent a s

P ofic ency n manag ng systems at the command ne

Bas c know edge of netwo k ng p otoco s

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied SysOps Adm n st at on – Assoc ate exam



AMAZON WEB SERVICES (AWS) AWS 303

Developing on AWS

n th s course students earn how to use the AWS SDK to deve op secure and sca ab e c oud app cat ons Students w exp ore how to nteract w th AWS us ng code and a so earn about key concepts best pract ces and troub eshoot ng t ps

3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Set up the AWS SDK and deve ope c edent a s fo Java C#/ NET Python and JavaSc pt
- nte act w th AWS se v ces and deve op so ut ons by us ng the AWS SDK
- Use AWS dent ty and Access Management (AM) fo se v ce authent cat on
- Use conta ne s n the deve opment p ocess
- eve age the C /CD p pe ne to dep oy app cat ons on AWS

Prerequisites

Expe t se n at east one h gh-eve p og amm ng anguage

Wo k ng know edge of co e AWS se v ces

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied Deve ope – Assoc ate exam



AMAZON WEB SERVICES (AWS) AWS 304

DevOps Engineering on AWS

DevOps Eng neer ng on AWS teaches students how to use the comb nat on of too s pract ces and cu tura ph osophy of DevOps to mprove an organ zat on s ab ty to deve op de ver and ma nta n app cat ons and serv ces at h gh ve oc ty on AWS Th s course focuses on Cont nuous ntegrat on (C) Cont nuous De very (CD) m croserv ces nfrastructure as code mon tor ng and ogg ng and add t ona core pr nc p es of DevOps

3 3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use AWS C oudFo mat on and AWS OpsWo ks to dep oy the nf ast uctu e necessa y to c eate deve opment test and p oduct on env onments fo a softwa e deve opment p oject
- Use AWS CodeComm t AWS CodeBu d AWS CodeP pe ne and AWS CodeSta
- mp ement seve a common cont nuous dep oyment (CD) use cases us ng AWS techno og es
- D st ngu sh between the a ay of app cat on dep oyment techno og es ava ab e on AWS nc ud ng AWS CodeDep oy AWS OpsWo ks AWS E ast c Beansta k Amazon E ast c Conta ne Se v ce (Amazon ECS) and Amazon E ast c Conta ne Reg st y (Amazon ECR)
- eve age automated test ng n d ffe ent stages of a C /CD p pe ne

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied DevOps Eng nee – P ofess ona exam



Prerequisites

Systems Ope at ons on AWS o Deve op ng on AWS

Expe ence adm n ste ng nux o W ndows systems at the command- ne eve

Pricing

USD	$2 025
ea n ng C ed ts	2

AMAZON WEB SERVICES (AWS) AWS 400

Advanced Architecting on AWS

Bu d ng on concepts ntroduced n Arch tect ng on AWS Advanced Arch tect ng on AWS s ntended for nd v dua s who are exper enced w th des gn ng sca ab e and e ast c app cat ons on the AWS p atform Th s course covers how to bu d comp ex so ut ons wh ch ncorporate data serv ces governance and secur ty on AWS and ntroduces spec a zed AWS serv ces nc ud ng AWS D rect Connect and AWS Storage Gateway to support ybr d arch tecture

3 3-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Connect on-p em ses data cente to AWS c oud
- Move a ge data f om on-p em ses data cente to AWS
- Unde stand d ffe ent a ch tectu a des gns fo sca ng
- P otect you nf ast uctu e f om DDoS attack
- Secu e you data on AWS w th enc ypt on
- Des gn p otect on of data-at- est as we as data- n-fl ght

Prerequisites

A ch tect ng on AWS

Ach eved AWS Ce t fied So ut on A ch tect – Assoc ate

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied So ut ons A ch tect – P ofess ona exam



AMAZON WEB SERVICES (AWS) AWS 403

Advanced Developing on AWS

Th s three day course covers advanced deve opment top cs such as arch tect ng for a c oud nat ve env ronment and deconstruct ng on prem ses egacy app cat ons and repackag ng them nto c oud based c oud nat ve arch tectures t a so covers how to app y the tenets of the we ve Factor App cat on methodo ogy

3-day course

Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Ana yze a mono th c app cat on a ch tectu e to dete m ne og ca o p og ammat c b eak po nts whe e the app cat on can be b oken up ac oss d ffe ent AWS se v ces
- App y Twe ve-Facto App cat on man festo concepts and steps wh e m g at ng f om a mono th c a ch tectu e
- Recommend the app op ate AWS se v ces to deve op a m c ose v ces-based c oud-nat ve app cat on
- Use the AWS AP C and SDKs to mon to and manage AWS se v ces

Prerequisites

Deve op ng on AWS p us 6 months of ea -wo d expe ence w th the concepts cove ed

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied DevOps Eng nee – P ofess ona exam





2023 COURSE CATALOG

Cisco

CISCO CBROPS

Understanding Cisco Cybersecurity Operations Fundamentals (CBROPS)

Understand ng Cybersecur ty Operat ons Fundamenta s (CBROPS) teaches the fundamenta s of network nfrastructure dev ces operat ons and vu nerab t es of ransm ss on Contro Protoco / nternet Protoco (CP/ P) Students w earn bas c secur ty concepts common network app cat on operat ons and attacks W ndows and L nux operat ng systems and the types of data used to nvest gate secur ty nc dents Fo ow ng th s course students can perform the job ro e of an assoc ate eve cybersecur ty ana yst n a secur ty operat ons center Th s course prepares students for the C sco Cert fied CyberOps Assoc ate cert fcat on

5 5-day course

Cha enge eve 2

30 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- xp a n how a SOC operates and descr be the d fferent types of serv ces that are performed from a T er-1 SOC ana yst s perspect ve
- xp a n Network Sec r ty Mon tor ng (NSM) too s that are ava ab e to the network sec r ty ana yst
- Descr be sec r ty flaws n the TCP/ P protoco and how they can be sed to attack networks and hosts
- Understand common endpo nt sec r ty techno og es
- Understand the k cha n and the d amond mode s for nc dent nvest gat ons and the se of exp o t k ts by threat actors
- dent fy reso rces for h nt ng cyberthreats
- xp a n the se of a workflow management system and a tomat on to mprove the effect veness of the SOC
- Descr be a typ ca nc dent response p an and the f nct ons of a typ ca CS RT
- xp a n the se of V R S to doc ment sec r ty nc dents n a standard format

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons C sco Cert fied CyberOps Assoc ate



Prerequisites

mp ement ng and Adm n ste ng C sco So ut ons (CCNA) cou se o equ va ent

Fam a ty w th Ethe net and TCP/ P and secu ty concepts

Know edge of the W ndows and nux

Capstone Exercise

C sco Ce t fied Cybe Ops Assoc ate exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

Introducing Cisco Unified Computing System (DCIUCS)

The ntroduc ng C sco Un fied Comput ng System (DC UCS) v1 0 s an ntroductory course that shows students how to dep oy secure operate and ma nta n the C sco Un fied Comput ng system (C sco UCS®) B Ser es b ade servers C sco UCS C Ser es and S Ser es rack servers and C sco yperF ex™ product fam y for use n data centers Students w ga n hands on pract ce on bas c C sco UCS server configurat on perform ng backup and restore act v t es and more

2-day course

Cha enge eve 2

12 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be C sco UCS server hardware and connect v ty
- Descr be the C sco yper ex Data P atform ts data wr t ng and read ng processes and data opt m zat on
- Descr be and config re C sco UCS serv ce profi es and profi e temp ates
- Descr be and mp ement nternet Sma Comp ter Systems nterface (SCS) on C sco UCS
- Descr be and mp ement C sco UCS firmware pdates and back ps

Prerequisites

Gene a know edge of se ve s out ng and sw tch ng sto age a ea netwo k ng and se ve v tua zat on

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 850
ea n ng C ed ts	3

CISCO C COR

Implementing and Operating Cisco Collaboration Core Technologies (CLCOR)

mp ement ng C sco Co aborat on Core echno og es (CLCOR) v1 0 he ps students prepare for the C sco® CCNP® Co aborat on and CC E® Co aborat on cert ficat ons and advanced eve ro es focused on the mp ementat on and operat on of C sco co aborat on so ut ons Students w ga n the know edge and sk s needed to mp ement and dep oy core co aborat on and network ng techno og es nc ud ng nfrastructure and des gn protoco s codecs and endpo nts C sco nternetwork Operat ng System (OS®) XE gateway and med a resources ca contro Qua ty of Serv ce (QoS) and add t ona C sco co aborat on app cat ons

5 5-day course

Cha enge eve 2

64 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be the C sco Co aborat on so t ons arch tect re
- Compare the P Phone s gna ng protoco s of Sess on n t at on Protoco (S P) 323 Med a Gateway Contro Protoco (MGCP) and Sk nny C ent Contro Protoco (SCCP)
- ntegrate and tro b eshoot C sco Un fied Comm n cat ons Manager w th DAP for ser synchron zat on and ser a thent cat on
- mp ement C sco Un fied Comm n cat ons Manager prov s on ng feat res and ca ng pr v eges
- mp ement and tro b eshoot med a reso rces n C sco Un fied Comm n cat ons Manager
- Ana yze traffic patterns and q a ty ss es n converged P networks s pport ng vo ce v deo and data traffic
- Define QoS and ts mode s
- Config re c ass ficat on and mark ng opt ons on C sco Cata yst® sw tches

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert ficat ons

CCNP Co aborat on

CC Co aborat on

C sco Cert fied Spec a st - Co aborat on Core

Prerequisites

Know edge of bas c te ms of compute netwo k ng

Bas cs of d g ta nte faces PSTNs and Vo P

Know edge of conve ged vo ce and data netwo ks and C sco Un fied Commun cat ons Manage

Capstone Exercise

mp ement ng C sco Co abo at on Co e Techno og es (350-801 C COR) exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DCAC

Implementing Cisco Application Centric Infrastructure (DCACI)

mp ement ng C sco App cat on Centr c nfrastructure (DCAC) v1 0 shows students how to dep oy and manage the C sco® Nexus® 9000 Ser es Sw tches n C sco App cat on Centr c nfrastructure (C sco AC ®) mode The course g ves students the know edge and sk s to configure and manage C sco Nexus 9000 Ser es Sw tches n AC mode connect the C sco AC fabr c to externa networks and serv ces and to support V rtua Mach ne Manager (VMM) ntegrat on Students w exerc se key capab t es such as fabr c d scovery po c es connect v ty and VMM ntegrat on

5 5-day course

Cha enge eve 2

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be C sco AC abr c nfrastr ct re and bas c C sco AC concepts
- Descr be C sco AC po cy mode og ca constr cts
- Descr be C sco AC bas c packet forward ng
- Descr be externa network connect v ty
- Descr be VMM ntegrat on
- Descr be ayer 4 to ayer 7 ntegrat ons
- xp a n C sco AC management feat res

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP Data Center

C sco Cert fied Spec a st – Data Center AC mp ementat on



Prerequisites

Unde stand ng of netwo k ng p otoco s out ng and sw tch ng

Fam a ty w th ethe net sw tch ng p oducts

Unde stand ng of data cente a ch tectu e

Fam a ty w th v tua zat on

Capstone Exercise

mp ement ng C sco App cat on Cent c nf ast uctu e (300-620 DCAC) exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DCAC A

Implementing Cisco Application Centric Infrastructure—Advanced

mp ement ng C sco App cat on Centr c nfrastructure Advanced (DCAC A) v1 0 shows students how to ntegrate the capab t es of the C sco® Nexus® 9000 Ser es Sw tches n C sco App cat on Centr c nfrastructure (C sco AC®) mode The course covers how to use C sco AC as a po cy dr ven so ut on that ntegrates software and hardware and how to mp ement C sco AC Mu t Pod and Mu t S te dep oyments Students w mp ement advanced AC capab t es such as Rogue Endpo nt Feature rans t Rout ng VRF Route Leak ng Contracts and Zon ng Ru es and C sco AC® Mu t S te Orchestrator

5 5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- xp a n C sco AC advanced fabr c packet forward ng
- xp a n advanced AC po cy and tenant config rat on
- Descr be C sco AC M t -Pod dep oyment
- xp a n the deta s and cons derat on of mp ement ng and ntegrat ng the trad t ona network w th C sco AC
- Descr be C sco AC Serv ce Graph Po cy-Based Red rect (PBR)
- Descr be C sco AC M t -S te dep oyment

Prerequisites

Bas c unde stand ng of C sco AC

Unde stand ng of C sco data cente a ch tectu e

Fam a ty w th v tua zat on fundamenta s

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO CCNA

Implementing and Administering Cisco Solutions (CCNA)

Through a comb nat on of ecture and hands on abs mp ement ng and Adm n ster ng C sco So ut ons (CCNA) v1 0 teaches students how to nsta operate configure and ver fy bas c Pv4 and Pv6 networks The course covers configur ng network components such as sw tches routers and w re ess LAN contro ers manag ng network dev ces and dent fy ng bas c secur ty threats The course a so prov des a foundat on n network programmab ty automat on and software defined network ng Th s course he ps students prepare to take the 200 301 C sco Cert fied Network Assoc ate (CCNA) exam

5-day course

Cha enge eve 3

30 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be the TCP/ P nternet ayer Pv4 ts address ng scheme and s bnett ng
- nsta a sw tch and perform the n t a config rat on
- dent fy and reso ve common sw tched network ss es and common prob ems assoc ated w th Pv4 address ng
- Descr be the app cat on and config rat on of nter-V AN ro t ng
- xp a n the bas cs of dynam c ro t ng protoco s and descr be components and terms of Open Shortest Path rst (OSP)
- xp a n how Spann ng Tree Protoco (STP) and Rap d Spann ng Tree Protoco (RSTP) work
- Config re nternet access s ng Dynam c ost Config rat on Protoco (D CP) c ents and exp a n and config re network address trans at on (NAT) on C sco ro ters
- Descr be the concepts of w re ess networks wh ch types of w re ess networks can be b t and how to se W re ess AN Contro ers (W Cs)
- Descr be network and dev ce arch tect res and ntrod ce v rt a zat on

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fication
Cert fied Network Assoc ate (CCNA)



Prerequisites

Bas c compute te acy

Bas c PC ope at ng system nav gat on sk s

Know edge of TCP/ P netwo k ng s ecommended

Capstone Exercise

CCNA exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO ENCOR

Implementing and Operating Cisco Enterprise Network Core Technologies (ENCOR)

The mp ement ng and Operat ng C sco Enterpr se Network Core echno og es (ENCOR) v1 0 course g ves students the know edge and sk s needed to configure troub eshoot and manage enterpr se w red and w re ess networks Students w a so earn to mp ement secur ty pr nc p es w th n an enterpr se network and how to over ay network des gn by us ng so ut ons such as SD Access and SD WAN

5 5-day course

Cha enge eve 3

64 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- strate the h erarch ca network des gn mode and arch tect re s ng the access d str b t on and core ayers
- Compare and contrast the var o s hardware and software sw tch ng mechan sms and operat on
- mp ement ng nternet connect v ty w th n enterpr se s ng stat c and dynam c Network Address Trans at on (NAT)
- Descr be how APs comm n cate w th W Cs to obta n software config rat ons and centra zed management
- Config re and ver fy xtens b e A thent cat on Protoco (AP) WebA th and Pre-shared Key (PSK) w re ess c ent a thent cat on on a W C
- xp a n the se of ava ab e network ana ys s and tro b eshoot ng too s
- Config re sec re adm n strat ve access for C sco OS dev ces
- xp a n the p rpose f nct on feat res and workflow of C sco DNA Center™ Ass rance for ntent-Based Network ng for network v s b ty proact ve mon tor ng and app cat on exper ence
- Define the components and feat res of C sco SD-WAN so t ons

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP® nterpr se
CC ® nterpr se nfrastr ct re
CC nterpr se W re ess
C sco Cert fied Spec a st – nterpr se Core

Prerequisites

Bas c unde stand ng of ente p se out ng and w e ess connect v ty Python sc pt on and ente p se AN netwo k mp ementat on

Capstone Exercise

Th s cou se he ps students p epa e fo the 350-401 mp ement ng C sco® Ente p se Netwo k Co e Techno og es (ENCOR) exam

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO SCOR

Implementing and Operating Cisco Security Core Technologies (SCOR)

n th s course students w master the sk s and techno og es needed to mp ement core C sco secur ty so ut ons to prov de advanced threat protect on Students w earn secur ty for networks c oud and content endpo nt protect on secure network access v s b ty and enforcement Students w get extens ve hands on exper ence dep oy ng C sco F repower Next Generat on F rewa and C sco ASA F rewa Students w get ntroductory pract ce on C sco Stea thwatch Enterpr se and C sco Stea thwatch C oud

5 5-day course

Cha enge eve 3

64 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- mp ement access contro on the C sco ASA app ance and C sco repower Next-Generat on rewa
- Descr be and mp ement bas c ema content sec r ty feat res and f nct ons prov ded by the C sco ma Sec r ty App ance
- Descr be C sco Umbre a sec r ty capab t es dep oyment mode s po cy management and nvest gate conso e
- Descr be C sco sec re s te-to-s te connect v ty so t ons and exp a n how to dep oy C sco OS VT -based po nt-to-po nt Psec VPNs and po nt-to-po nt Psec VPN on the C sco ASA and C sco repower NG W
- Descr be and dep oy C sco sec re remote access connect v ty so t ons and descr be how to config re802 1X and AP a thent cat on
- xam ne var o s defenses on C sco dev ces that protect the contro and management p ane
- Config re and ver fy C sco OS Software ayer 2 and ayer 3 Data P ane Contro s
- Descr be C sco Stea thwatch nterpr se and Stea thwatch C o d so t ons

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP Sec r ty

CC Sec r ty

C sco Cert fied Spec a st - Sec r ty Core

Prerequisites

mp ement ng and Adm n ste ng C sco So ut ons (CCNA) o equ va ent

Fam a ty w th Ethe net TCP/ P netwo k secu ty W ndows OS and C sco OS

Capstone Exercise

Th s cou se p epa es students fo the mp ement ng and Ope at ng C sco Secu ty Co e Techno og es (350-701 SCOR) exam

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO SCOR

Implementing and Configuring Cisco Identity Services Engine (SISE)

Th s course shows students how to dep oy and use C sco® dent ty Serv ces Eng ne (SE) v2 4 Th s hands on course prov des students w th the know edge and sk s to mp ement and use C sco SE nc ud ng po cy enforcement profi ng serv ces web authent cat on and guest access serv ces BYOD endpo nt comp ance serv ces and ACACS dev ce adm n strat on Students w earn how to use C sco SE to ga n v s b ty nto what s happen ng n the network stream ne secur ty po cy management and contr bute to operat ona effic ency

5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be C sco S dep oyments nc d ng core dep oyment components and how they nteract to create a cohes ve sec r ty arch tect re
- Descr be concepts and config re components re ated to 802 1X and MAC A thent cat on Bypass (MAB) a thent cat on dent ty management and cert ficate serv ces
- Descr be how C sco S po cy sets are sed to mp ement a thent cat on and a thor zat on
- Descr be and config re C sco S profi ng serv ces and nderstand how to mon tor these serv ces to enhance yo r s t at ona awareness abo t network-connected endpo nts Descr be best pract ces for dep oy ng th s profi er serv ce n yo r spec fic env ronment
- Descr be endpo nt comp ance comp ance components post re agents post re dep oyment and cens ng and the post re serv ce n C sco S
- Descr be and config re TACACS+ dev ce adm n strat on s ng C sco S
- M grate TACACS+ f nct ona ty from C sco Sec re Access Contro System (ACS) to C sco S

Prerequisites

Fam a ty w th the C sco OS® Softwa e command-ne nte face (C) C sco AnyConnect® Secu e Mob ty C ent M c osoft W ndows OS and 802 1X

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO SSNGFW

Securing Networks with Cisco Firepower Next-Generation Firewall (SSNGFW)

Th s course ntroduces the features of C sco F repower Threat Defense nc ud ng VPN configurat on traffic contro NA configurat on SSL decrypt on and advanced NGFW and NG PS tun ng and configurat on Students w earn how to use and configure C sco F repower Threat Defense techno ogy beg nn ng w th n t a dev ce setup and configurat on The course w then exp ore how to mp ement advanced Next Generat on F rewa (NGFW) and Next Generat on ntrus on Prevent on System (NG PS) features Students w a so earn how to configure s te to s te VPN remote access VPN and SSL decrypt on

5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be key concepts of NG PS and NG W techno ogy and the C sco repower Threat Defense system and dent fy dep oyment scenar os
- Perform n t a repower Threat Defense dev ce config rat on and set p tasks
- Descr be how to manage traffic and mp ement Q a ty of Serv ce (QoS) s ng C sco repower Threat Defense
- Perform an n t a network d scovery s ng C sco repower to dent fy hosts app cat ons and serv ces
- Descr be the behav or sage and mp ementat on proced re for access contro po c es
- Descr be C sco AMP for Networks and the proced res for mp ement ng fi e contro and Advanced Ma ware Protect on
- mp ement and manage ntr s on po c es
- Descr be and config re a remote-access SS VPN that ses C sco AnyConnect
- Descr be SS decrypt on capab t es and sage

Prerequisites

Techn ca unde stand ng of TCP/ P netwo k ng and netwo k a ch tectu e

Bas c fam a ty w th fi ewa VPN and PS concepts

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DEVASC

Developing Applications and Automating Workflows Using Cisco Core Platforms (DEVASC)

The Deve op ng App cat ons and Automat ng Workflows Us ng C sco P atforms (DEVASC) v1 0 course he ps students prepare for the C sco® DevNet Assoc ate cert ficat on and for assoc ate eve network automat on eng neer ro es Students w earn how to mp ement bas c network app cat ons us ng C sco p atforms as a base and how to mp ement automat on workflows across network secur ty co aborat on and comput ng nfrastructure The course g ves students hands on exper ence so v ng rea wor d prob ems us ng C sco App cat on Programm ng nterfaces (AP s) and modern deve opment too s

5-day course

Cha enge eve 4

48 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be the mportance of AP s and se of vers on contro too s n modern software deve opment
- Descr be TTP concepts and how they app y to network-based AP s
- App y Representat ona State Transfer (R ST) concepts to ntegrat on w th TTP-based AP s
- Descr be programmab ty feat res of d fferent C sco p atforms
- Descr be bas c network ng concepts and nterpret s mp e network topo ogy
- Descr be nteract on of app cat ons w th the network and too s sed for tro b eshoot ng ss es
- App y concepts of mode -dr ven programmab ty to a tomate common tasks w th Python scr pts
- dent fy common app cat on dep oyment mode s and components n the deve opment p pe ne
- Descr be common sec r ty concerns and types of tests and t ze conta ner zat on for oca deve opment
- Ut ze too s to a tomate nfrastr ct re thro gh scr pt ng and mode – dr ven programmab ty

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert ficat ons

C sco DevNet Assoc ate

Prerequisites

Bas c compute te acy

Bas c PC ope at ng system nav gat on sk s

Hands-on expe ence w th a p og amm ng anguage (spec fica y Python)

Capstone Exercise

DevNet Assoc ate exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DC T

Troubleshooting Cisco Data Center Infrastructure (DCIT)

The roub eshoot ng C sco Data Center nfrastructure (DC) v7 0 course shows students how to troub eshoot LAN SAN C sco Data Center Un fied Fabr c C sco Un fied Comput ng System (UCS) and C sco App cat on Centr c nfrastructure (AC) Students w earn methodo og es and too s to dent fy ssues that may occur n data center network arch tecture Students w get extens ve hands on pract ce troub eshoot ng nsta at on configurat on and nterconnect v ty ssues on C sco MDS sw tches C sco Nexus sw tches C sco Fabr c Extenders (FEXs) C sco UCS C sco AC and more

5 5-day course

Cha enge eve 4

50 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- dent fy and reso ve ss es that are re ated to V ANs and PV ANs
- port channe s and v rt a port channe s OTV and VX AN
- Tro b eshoot ro t ng protoco s s ch as OSP GRP and P M
- dent fy and reso ve bre Channe sw tch ng ss es when the C sco NX-OS Software s sed n sw tched mode and n NPV mode
- dent fy and reso ve ss es that are re ated to P and Co
- Descr be C sco UCS config rat on and tro b eshoot re ated ss es
- Descr be C sco MC too s for va dat ng performance and fac tat ng data-gather ng act v t es for C sco UCSC-Ser es server tro b eshoot ng and the tro b eshoot ng approach for hardware and firmware fa res
- Define the proper proced res for config r ng AN and SAN connect v ty avo d ng ss es w th the V C and tro b eshoot ng connect v ty ss es
- Tro b eshoot C sco UCS C-Ser es server ntegrat on w th C sco UCS Manager
- Descr be how to tro b eshoot a tomat on scr pt ng too s and programmab ty

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP Data Center

C sco Cert fied Spec a st - Data Center Operat ons



Prerequisites

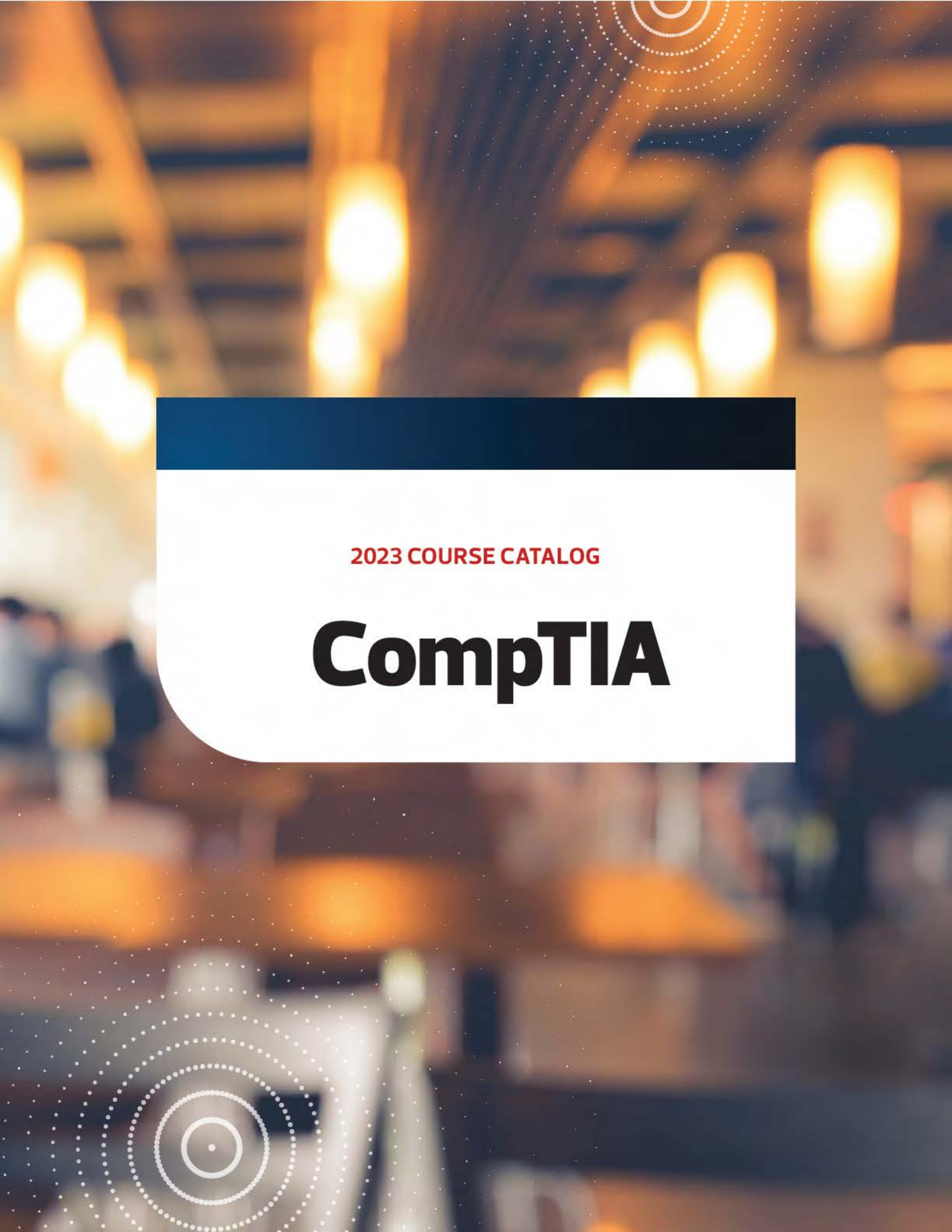
Ab ty to configu e secu e and ma nta n AN and SAN-based on C sco Nexus and MDS sw tches C sco Un fied Comput ng System and C sco AC

Capstone Exercise

Th s cou se p epa es students fo the T oub eshoot ng C sco Data Cente nf ast uctu e (300-615 DC T) exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4



2023 COURSE CATALOG

CompTIA

COMPTIA T A 201

CompTIA Security+

The Offic a Comp A Secur ty Student Gu de (SY0 601) has been deve oped for the Comp A® cert ficat on cand date Th s course prov des the know edge and sk s requ red to assess the secur ty posture of an enterpr se env ronment and recommend and mp ement appropr ate secur ty so ut ons mon tor and secure hybr d env ronments operate w th an awareness of app cab e aws and po c es and dent fy and respond to secur ty nc dents

5 5-day course

2 Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Compa e secu ty o es and cont o s
- Exp a n va ous th eat acto s vecto s and nte gence sou ces
- Compa e and cont ast types of soc a eng nee ng and ma wa e techn ques
- mp ement authent cat on and autho zat on so ut ons dent ty and account management cont o s secu e netwo k des gns and netwo k secu ty app ances
- D ffe ent ate sk management concepts
- Dete m ne the mpo tance of cybe secu ty es ence and phys ca secu ty cont o s

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the fo ow ng ce t ficat ons CompT A Secu ty+



Prerequisites

Bas c W ndows use sk s and an unde stand ng of compute and netwo k ng concepts

Expe ence n netwo k ng nc ud ng configu ng secu ty pa amete s

Capstone Exercise

CompT A Secu ty+ exam (opt ona) Exam vouche nc uded

Pricing

USD	$2 850
ea n ng C ed ts	3

COMPTIA T A 300

CompTIA Advanced Security Practitioner (CASP+)

Comp A® Advanced Secur ty Pract t oner (CASP) a ows app cat on of cr t ca th nk ng and judgment across a broad spectrum of secur ty d sc p nes t proposes and mp ements susta nab e secur ty so ut ons that map to organ zat ona strateg es and trans ate bus ness needs nto secur ty requ rements t supports governance r sk management secur ty arch tecture nc dent response and more Th s course prov des the nformat on and act v t es to deve op that needed sk set to confident y perform as an advanced secur ty pract t oner

5 5-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Suppo t T gove nance n the ente p se w th an emphas s on manag ng sk
- Secu e the ente p se th ough esea ch and ana ys s
- nteg ate advanced authent cat on and autho zat on techn ques
- mp ement secu ty cont o s fo hosts and mob e dev ce as we as the netwo k secu ty
- Exam ne secu ty n the systems and softwa e deve opment fecyc e
- nteg ate hosts sto age netwo ks app cat ons v tua env onments and c oud techno og es n a secu e ente p se a ch tectu e

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the fo ow ng ce t ficat ons CompT A CASP+

Prerequisites

Foundat ona know edge of dent ty and access management (AM) c yptog aphy compute netwo k ng and common secu ty techno og es used to safegua d the ente p se

Capstone Exercise

CompT A CASP+ exam (opt ona) Exam vouche nc uded

Pricing

USD	$3 800
ea n ng C ed ts	4

COMPTIA T A 301

CompTIA Cyber Security Analyst (CySA+)

Comp A Cyber Secur ty Ana yst (CySA) covers the dut es of cybersecur ty ana ysts who are respons b e for mon tor ng and detect ng secur ty nc dents and for execut ng a proper response to such nc dents The course ntroduces too s and tact cs to manage cybersecur ty r sks dent fy var ous types of common threats eva uate the organ zat on s secur ty co ect and ana yze cybersecur ty nte gence and hand e nc dents as they occur U t mate y the course promotes a comprehens ve approach to secur ty a med toward those on the front nes of defense

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Assess nfo mat on secu ty sk n comput ng and netwo k env onments
- Exam ne econna ssance th eats to comput ng and netwo k env onments
- nvest gate attacks and ana yze post-attack on comput ng and netwo k env onments
- mp ement a vu ne ab ty management p og am
- Assess data co ected f om secu ty and event ogs and pe fo m act ve ana ys s on assets and netwo ks and espond and nvest gate cybe secu ty nc dents

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the fo ow ng ce t ficat ons CompT A CySA+

Prerequisites

T backg ound

A bas c unde stand ng of TCP/ P netwo k ng

Bas c expe ence w th a p otoco ana yze

Capstone Exercise

CompT A CySA+ exam (opt ona) Exam vouche nc uded

Pricing

USD	$3 800
ea n ng C ed ts	4



2023 COURSE CATALOG

EC-Council

EC-COUNCIL ECC 200

EC-Council Certified Network Defender (CND)

Cert fied Network Defender (CND) s des gned to he p profess ona s p ay an act ve ro e n protect ng d g ta bus ness assets Th s course equ ps students to detect and respond to cyberthreats wh e everag ng threat nte gence to pred ct them Th s course s des gned to he p organ zat ons create and dep oy comprehens ve network defense systems The program prepares network adm n strators to dent fy what areas need to be rev ewed and tested for secur ty vu nerab t es and how to reduce prevent and m t gate r sks n the network

5-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Recogn ze netwo k secu ty management po c es and p ocedu es
- App y data secu ty techn ques
- Dep oy sk assessment too s
- Recogn ze the nd cato s of comp om se attack and exposu es (oC oA oE)
- Estab sh netwo k authent cat on autho zat on and account ng (AAA)

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the CND ce t ficat on exam

Prerequisites

Bas c netwo k and host ope at ons know edge

Expe ence commensu ate w th one to five yea s of netwo k host o app cat on adm n st at on

Capstone Exercise

CND exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

EC-COUNCIL ECC 201

EC-Council Certified Ethical Hacker (CEH)

The Cert fied Eth ca acker (CE) prov des an n depth understand ng of eth ca hack ng phases var ous attack vectors and prevent ve countermeasures t teaches students how hackers th nk and act so that they are better pos t oned to set up secur ty nfrastructure and defend aga nst future attacks CE s very hands on and systemat ca y wa ks across every eth ca hack ng doma n and methodo ogy equ pp ng students w th the know edge and sk s needed to perform the job of an eth ca hacker

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Demonst ate an unde stand ng of attack vecto s
- Emp oy the app op ate too s and techn ques to effect ve y find exp o t ga n access and p vot on/th ough ta get hosts and netwo ks
- Conduct a va ety of web se ve and web app cat on attacks nc ud ng d ecto y t ave sa pa amete tampe ng XSS etc
- Pe fo m SQ nject on attacks and va ous types of c yptog aphy attacks
- mp ement a vu ne ab ty ana ys s to dent fy secu ty oopho es n a ta get o gan zat on s netwo k commun cat on nf ast uctu e end systems etc

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the CEH ce t ficat on exam

Prerequisites

M n mum two yea s of T secu ty expe ence

A st ong wo k ng know edge of TCP/ P

Secu ty+ P ep Cou se s h gh y ecommended

Capstone Exercise

CEH exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

EC-COUNCIL ECC 202

EC-Council Computer Hacking Forensic Investigator (CHFI)

The Computer ack ng Forens c nvest gator (C F) course covers major forens c nvest gat on scenar os t prov des a hands on exper ence for the forens c nvest gat on techn ques and standard too s necessary to successfu y carry out a computer forens c nvest gat on Th s course he ps students to exce n d g ta ev dence acqu s t on hand ng and ana ys s n a forens ca y sound manner Acceptab e n a court of aw these sk s w ead to successfu prosecut ons n var ous types of secur ty nc dents such as data breaches corporate esp onage ns der threats and other cases nvo v ng computer systems

5 5-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Exp a n the compute fo ens c nvest gat on p ocess and the va ous ega ssues nvo ved
- Pe fo m ev dence sea ch ng se z ng and acqu s t on methodo og es n a ega y and fo ens ca y sound manne
- Co ect data us ng fo ens c techno ogy methods n acco dance w th ev dence hand ng p ocedu es
- D ffe ent ate between the types of d g ta ev dence u es of ev dence d g ta ev dence exam nat on p ocess and e ect on c c me and d g ta ev dence cons de at on by c me catego y

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the CHF ce t ficat on exam

EC-Council CERTIFIED C|HFI

Prerequisites

None

Capstone Exercise

CHF exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4



2023 COURSE CATALOG

(ISC)²

(ISC)² SC 200

Certified Information Systems Security Professional (CISSP)

(SC)² s Cert fied nformat on Systems Secur ty Profess ona (C SSP) course s a comprehens ve rev ew of nformat on secur ty concepts and ndustry best pract ces Th s course covers the e ght doma ns of the offic a C SSP CBK (Common Body of Know edge) Students w ga n know edge n nformat on secur ty that w ncrease the r ab ty to successfu y mp ement and manage secur ty programs n any organ zat on or government ent ty

5 5-day course

2 Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- App y concepts of confident a ty nteg ty ava ab ty and secu ty gove nance p nc p es and comp ance
- A gn ove a o gan zat ona ope at ona goa s w th secu ty funct ons and mp ementat ons
- App y app op ate secu ty cont o s and counte measu es to opt m ze an o gan zat on s ope at on funct on and capac ty wh e m t gat ng sk
- Assess nfo mat on systems sks to an o gan zat on s ope at ona endeavo s

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the C SSP exam

CISSP

Prerequisites

C SSP cand dates must meet spec fic equ ements as estab shed by (SC)²

Capstone Exercise

C SSP exam (opt ona)

Pricing

USD	$2 850
ea n ng C ed ts	3



2023 COURSE CATALOG

Palo Alto Networks

PALO ALTO NETWORKS EDU 210

Firewall Essentials: Configuration and Management

F rewa Essent a s Configurat on and Management s a five day nstructor ed course that w enhance students understand ng of how to configure and manage Pa o A to Networks Next Generat on F rewa s The course nc udes hands on exper ence configur ng manag ng and mon tor ng a firewa n a ab env ronment

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Configu e and manage the essent a featu es of Pa o A to Netwo ks Next-Gene at on F ewa s
- Configu e and manage Secu ty and NAT po c es to enab e app oved t affic to and f om zones
- Configu e and manage Th eat P event on st ateg es to b ock t affic f om known and unknown P add esses doma ns and UR s
- Mon to netwo k t affic us ng the nte act ve web nte face and fi ewa epo ts

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the PCNSA ce t ficat on exam

paloalto PCNSA

Prerequisites

Bas c fam a ty w th common netwo k ng and secu ty concepts

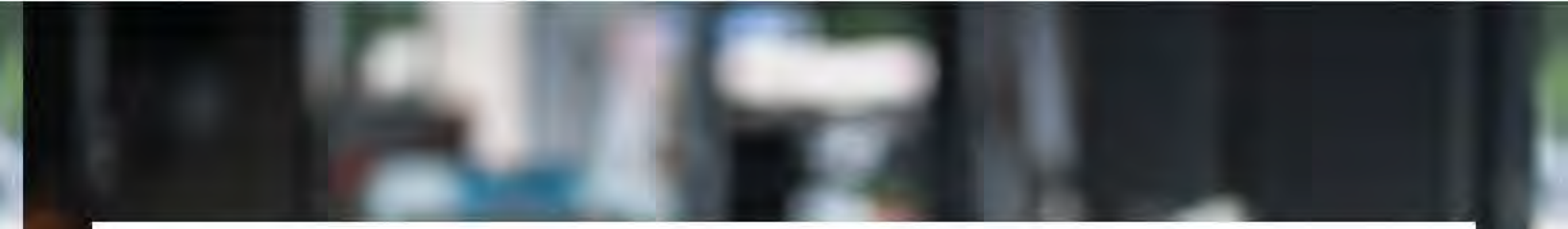
Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$5 000
PAN TC*	50

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 220

Panorama: Managing Firewalls at Scale

Pa o A to Panorama Manag ng F rewa s at Sca e s a two day nstructor ed course that he ps students ga n n depth know edge about how to configure and manage a Pa o A to Networks Panorama management server Adm n strators that comp ete th s course w become fam ar w th the Panorama management server s ro e n manag ng and secur ng the overa network Students w be shown how to use Panorama aggregated report ng to get a ho st c v ew of a network of Pa o A to Networks Next Generat on F rewa s

2 2-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- ea n how to configu e and manage the next-gene at on Pano ama management se ve
- Ga n expe ence configu ng temp ates (nc ud ng temp ate va ab es) and dev ce g oups
- Ga n expe ence w th adm n st at on og co ect on and ogg ng and epo t ng
- Become fam a w th p ann ng and des gn cons de at ons fo Pano ama dep oyment

Prerequisites

Comp et on of F ewa Essent a s Configu at on and Management (EDU-210)

Bas c know edge of netwo k ng concepts

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 000
PAN TC*	20

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 330

Firewall: Troubleshooting

F rewa roub eshoot ng s a three day nstructor ed course that w enhance students understand ng of how to troub eshoot the configurat on and operat on of the fu ne of Pa o A to Networks Next Generat on F rewa s Comp et on of th s c ass w he p students deve op an n depth know edge of how to troub eshoot v s b ty and contro over app cat ons users and content

3 3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use fi ewa too s nc ud ng the C to nvest gate netwo k ng ssues
- Fo ow p oven t oub eshoot ng methodo og es that a e spec fic to nd v dua featu es
- Ana yze advanced ogs to eso ve va ous ea - fe scena os
- So ve advanced scena o-based cha enges

Prerequisites

Comp et on of F ewa Essent a s Configu at on and Management (EDU-210)

St ong p act ca know edge of netwo k secu ty concepts

S x months of on-the-job expe ence w th Pa o A to Netwo ks fi ewa s

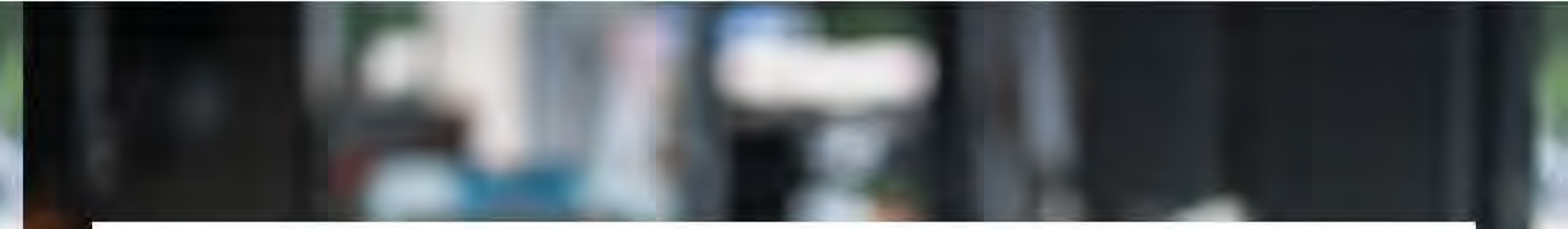
Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 000
PAN TC*	30

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 238

Prisma SD-WAN: Design and Operation

The Pa o A to Networks Pr sma SD WAN Des gn and Operat on course descr bes the next generat on Pr sma SD WAN so ut on ts capab ty and the va ue t prov des over egacy WAN and SD WAN mp ementat ons The five day nstructor ed course a so covers how to configure operate and troub eshoot the so ut on Th s course s ntended for peop e who must configure ma nta n and use w de area networks from data centers to branches to the c oud

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Enhance you unde stand ng of how to des gn mp ement and effect ve y ope ate a P sma SD-WAN so ut on
- Configu e P sma SD-WAN w th a b anch and data cente
- Configu e and mp ement po c es
- Use P sma SD-WAN se v ces

Prerequisites

1+ yea of netwo k ng expe ence

Fam a ty w th mon to ng too s ke veAct on and Sp unk

Expe ence w th DNS DHCP and P Management Too s

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$5 000
PAN TC*	50

*Pa o A o Ne work ra n ng Cred are purcha ed hough Pa o A o Ne work and can be redeemed for CDW cour e

PALO ALTO NETWORKS EDU 318

Prisma Access SASE Security: Design and Operation

Pa o A to Networks Pr sma Access SASE Secur ty Des gn and Operat on s a four day nstructor ed course that w he p students enhance the r understand ng of how to better protect app cat ons remote networks and mob e users us ng Pr sma Access Secure Access Serv ce Edge (SASE) mp ementat on Students w get hands on exper ence configur ng manag ng and troub eshoot ng Pr sma Access n a ab env ronment

4 4-day course

Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- ea n how to use P sma Access SASE Secu ty to bette p otect you app cat ons emote netwo ks and mob e use s
- Ga n hands-on expe ence configu ng manag ng and t oub eshoot ng P sma Access n a ab env onment

Prerequisites

Comp et on of F ewa Essent a s Configu at on and Management (EDU-210) and Pano ama Manag ng F ewa s at Sca e cou se (EDU-220) o have equ va ent expe ence

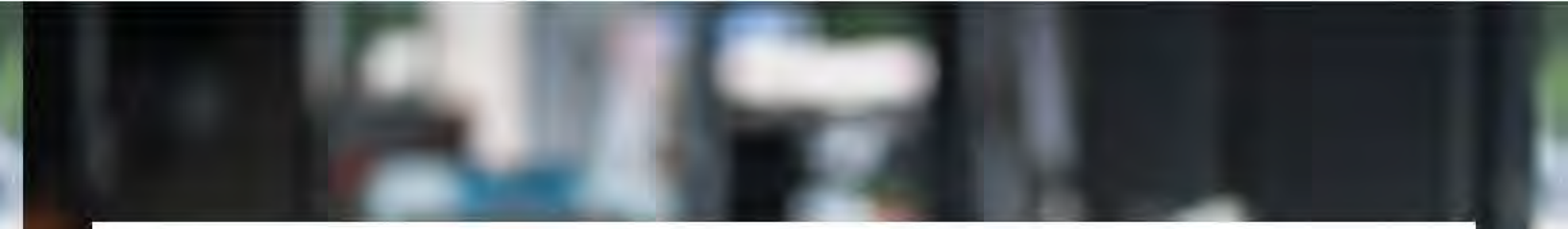
Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 000
PAN TC*	40

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 260

Cortex XDR: Prevention and Deployment

The Pa o A to Networks Cortex XDR Prevent on and Dep oyment course he ps students ga n n depth know edge about how to configure and manage a Pa o A to Networks Panorama management server Adm n strators who comp ete th s course shou d become fam ar w th the Panorama management server s ro e n manag ng and secur ng the overa network Network profess ona s w be shown how to use Panorama aggregated report ng to prov de themse ves w th a ho st c v ew of a network of Pa o A to Networks Next Generat on F rewa s

3 3-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Desc be the a ch tectu e and components of the Co tex XDR fam y
- Wo k w th the Co tex XDR management conso e
- C eate Co tex XDR agent nsta at on packages endpo nt g oups and po c es
- C eate and manage exp o t and ma wa e p event on p ofi es
- nvest gate a e ts and p o t ze them us ng sta ng and exc us on po c es
- Unde stand Co tex XDR dep oyment concepts and act vat on equ ements
- Pe fo m and t ack esponse act ons n the Act on Cente

Prerequisites

Fam a ty w th bas c netwo k ng concepts

Recommended comp et on of F ewa Essent a s Configu at on and Management (EDU-210)

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 000
PAN TC*	30

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 262

Cortex XDR: Investigation and Response

Pa o A to Networks Cortex XDR nvest gat on and Response s a two day nstructor ed course that teaches students how to use the nc dents pages of the Cortex XDR management conso e to nvest gate attacks t exp a ns causa ty cha ns detectors n the Ana yt cs Eng ne a erts versus ogs og st tch ng and the concepts of causa ty and ana yt cs

2 2-day course

Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate and manage on-demand and schedu ed sea ch que es n the Que y Cente
- D ffe ent ate the a ch tectu e and components of Co tex XDR and ea n to nvest gate and manage nc dents
- Wo k w th Co tex XDR P o act ons such as emote sc pt execut on
- C eate and manage the Co tex XDR u es B OC and OC
- Wo k w th Co tex XDR assets and nvento es
- W te XQ que es to sea ch data sets and v sua ze the esu t sets

Prerequisites

Comp et on of Co tex XDR P event on and Dep oyment (EDU-260)

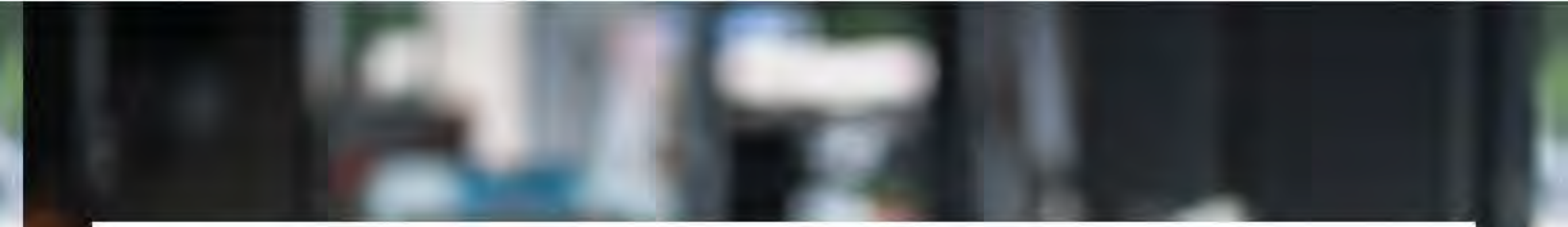
Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 000
PAN TC*	20

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 380

Cortex XSOAR: Automation and Orchestration

Pa o A to Networks Cortex XSOAR Automat on and Orchestrat on s a four day nstructor ed course that enab es a SOC CER CS R or SOAR eng neer to start work ng w th Cortex XSOAR ntegrat ons p aybooks nc dent page ayouts and other system features to fac tate resource orchestrat on process automat on case management and ana yst workflow

4 4-day course

5 Cha enge eve 5

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Configu e nteg at ons c eate tasks and deve op p aybooks
- Bu d nc dent ayouts that enab e ana ysts to t age and nvest gate nc dents effic ent y
- dent fy how to catego ze event nfo mat on and map that nfo mat on to d sp ay fie ds
- Deve op automat ons manage content nd cato data and a t fact sto es schedu e jobs o gan ze use s and use o es ove see case management and foste co abo at on

Prerequisites

Comp et on of the Co tex XSOAR Ana yst d g ta ea n ng

Python and JavaSc pt know edge s usefu but not equ ed

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 000
PAN TC*	40

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e

Exhibit F – Federal Funds Certifications

Please see the following 28 pages for CDW•G's signed Exhibit F – Federal Funds Certifications.

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by the City of Mesa are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☑ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☑ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES DB Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by

the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES DB Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES DB Initials of Authorized Representative of offeror

Offeror's Name: CDW Government LLC
Address, City, State, and Zip Code: 230 N. Milwaukee Ave Vernon Hills IL, 60061
Phone Number: 813-462-4023
Fax Number: 847-419-6200

Printed Name and Title of Authorized Representative: Dario Bertocchi - Vice President, Contracting Operations
Email Address: dariber@cdw.com
Signature of Authorized Representative:
Date: December 15, 2023

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES DB Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
CDW Government LLC

Address, City, State, and Zip Code:
230 N. Milwaukee Ave Vernon Hills IL, 60061

Phone Number: 813-462-4023 Fax Number: 847-419-6200

Printed Name and Title of Authorized Representative:
Dario Bertocchi - Vice President, Contracting Operations

Email Address:
dariber@cdw.com

Signature of Authorized Representative:  Date: December 15, 2023

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.

339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property,

iii. including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in

paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such

as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, CDW Government LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Dario Bertocchi - Vice President, Contracting Operations

Name and Title of Contractor's Authorized Official

December 15, 2023

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or
fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected

with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: CDW Government LLC

Address, City, State, and Zip Code:
230 N. Milwaukee Ave Vernon Hills IL, 60061

Phone Number: 813-462-4023 Fax Number: 847-419-6200

Printed Name and Title of Authorized Representative:
Dario Bertocchi

Email Address: dariber@cdw.com

Signature of Authorized Representative: 

Date: December 15, 2023

Exhibit G – New Jersey Business Compliance

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

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran, Russia and Belarus

DOC #7 New Jersey Business Registration Certificate

DOC #8 EEOAA Evidence

DOC #9 MacBride Principals Form

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

• all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

• Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

• Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

• Bid and Performance Security, as required by the applicable municipal or state statutes.

Please see the following 20 pages for CDW•G's signed documents.

© CDW Government LLC 2023 | 230 N. Milwaukee Ave. | Vernon Hills, IL 60061

To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by the City of Mesa are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

NEW JERSEY BUSINESS COMPLIANCE

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

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DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

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- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: CDW Government LLC

Organization Address: 230 N. Milwaukee Ave Vernon Hills IL, 60061

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☑ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Not applicable.	

Part IV Certification

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

Full Name (Print):	Dario Bertocchi	Title:	Vice President, Contracting Operations
Signature:		Date:	December 15, 2023

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of CONNECTICUT
County of Fairfield ss:

I, Dario Bertocchi (name of affiant) residing in Shelton (name of municipality)
in the County of Fairfield and State of Connecticut of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Contracting Operations (title or position) of the firm of CDW Government LLC (name of firm)

_____ the bidder making this Proposal for the bid

entitled IT Solutions Products and Services #2024056 (title of bid proposal), and that I executed the said proposal with

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by CDW Government LLC.

Subscribed and sworn to

before me this day

_____
Signature

18th day of December, 2023

Dario Bertocchi
(Type or print name of affiant under signature)

Carmen Castro
Notary public of
CARMEN CASTRO
My Commission expires 02/28/2026

(Seal)

CARMEN CASTRO
STATE OF CONNECTICUT
NOTARY PUBLIC
COMMISSION #SNPC.0183110
EXPIRES FEBRUARY 28, 2026

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

Company Name: CDW Government LLC
Street: 230 N. Milwaukee Ave
City, State, Zip Code: Vernon Hills, IL 60061

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

   OR

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

   OR

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

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

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

B. Approved Federal or New Jersey Plan – certificate enclosed

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

December 15, 2023
Date

Vice President, Contracting Operations
Authorized Signature and Title

Certification **26158**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2023** to **15-Mar-2026**

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS **IL** **60061**

ELIZABETH MAHER MUOIO
State Treasurer

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www nj.gov/dca/divisions/dlgs/programs/lpcl html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	CDW Government LLC		
Address:	230 N. Milwaukee Ave		
City:	Vernon Hills	State: Illinois	Zip: 60061

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Dario Bertocchi	Vice President, Contracting Operations

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

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

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☑ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 18th day of December, 2023

Carmen Castro
(Notary Public)

My Commission expires: 02/28/2026

(Affiant)

Dario Bertocchi - Vice President, Contracting Operations
(Print name & title of affiant)

(Corporate Seal)

CARMEN CASTRO STATE OF CONNECTICUT NOTARY PUBLIC COMMISSION #SNPC.0183170 EXPIRES FEBRUARY 28, 2026

CDW GOVERNMENT LLC LIMITED LIABILITY COMPANY SEAL ILLINOIS 2009

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

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

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

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

Dario Bertocchi — *Printed Name of Authorized Agent*

Signature of Authorized Agent

Vice President, Contracting Operations — *Title*

December 13, 2023 — *Date*

CDW Government LLC — *Company Name*

DOC #7

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

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

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CDW GOVERNMENT LLC
Trade Name:	
Address:	200 N MILWAUKEE AVE VERNON HILLS, IL 60061-1577
Certificate Number:	1561883
Effective Date:	May 10, 2010
Date of Issuance:	September 24, 2019

For Office Use Only:

20190924190300452

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action

Goods, Professional Services & General Service Projects

EEO/AA Evidence

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

One of the following must be included with submission:

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

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

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

Name: Dario Bertocchi Title: Vice President, Contracting Operations

Signature:  Date: December 13, 2023

Certification **26158**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2023** to **15-Mar-2026**

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS **IL** **60061**

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MACBRIDE-PRINCIPLES

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

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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 2024056 **VENDOR/BIDDER:** CDW Government LLC

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

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

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

CHECK THE APPROPRIATE BOX

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

OR

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

CERTIFICATION

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

it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.



December 13, 2023

Signature Date

Dario Bertocchi - Vice President, Contracting Operations

Print Name and Title

Exhibit H – Advertising Compliance Requirement

CDW•G confirms review of Exhibit H.

© CDW Government LLC 2023 | 230 N. Milwaukee Ave. | Vernon Hills, IL 60061

To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal (“RFP”) furnished by the City of Mesa are the Proprietary and Confidential property of CDW Government LLC (“CDW•G”).



© CDW Government LLC 2023 | 230 N. Milwaukee Ave. | Vernon Hills, IL 60061

To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal (“RFP”) furnished by the City of Mesa are the Proprietary and Confidential property of CDW Government LLC (“CDW•G”).

Cobb County

Contract # 23-6692-01

for

Technology Product Solutions and Related Services

with

Carahsoft Technology Corporation

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Carahsoft Technology Corporation effective May 1, 2023:

I. Executed Master Agreement
II. Supplier's Response to the RFP, incorporated by reference

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

Authorized Signature

Proposal Team Lead
Title

04/06/23
Date

FEDERAL TAX ID NUMBER
52-2189693

Approved as to form

County Attorney's Office

April 25, 2023
Date

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

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Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

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5.1 COVER LETTER

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

October 13, 2022
Cobb County
122 Waddell Street NE
Marietta, Georgia 30060

Re: Carahsoft's Response to the Cobb County's Request for Proposals: Technology Product Solutions and Related Services, Solicitation Number: 23-6692

Dear Evaluation Team,

Carahsoft Technology Corp. appreciates the opportunity to respond to the Cobb County (County)'s Request for Proposals (RFP): Technology Product Solutions and Related Services. Carahsoft is proposing our robust catalog of manufacturer, services, and reseller partners. Our team has reviewed and considered County's requirements outlined in the RFP and has carefully put together a solution that will best meet your needs.

Carahsoft, The Trusted Government IT Solutions Provider®, is responding as the OMNIA contractor (R191902) and government distributor for our partner ecosystem. As the Master Government Aggregator® for our vendor partners, Carahsoft has combined extensive knowledge of the technologies we provide with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing since 2004. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training to support Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets.

Please feel free to contact me directly at 703.673.3568/Elise.Roell@carahsoft.com or George Nicholls at 703.889.9815/George.Nicholls@carahsoft.com with any questions or communications that will assist County in the evaluation of our response. This proposal is valid for 90 days from the date of submission.

Thank you for your time and consideration.

Sincerely,



Kristina Smith
Contracts Director

5.2 EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Solution Overview

Carahsoft understands that the Cobb County is seeking qualified suppliers for Technology Product Solutions and Related Services to establish a Master Agreement to achieve cost and time savings for Suppliers and Participating Public Agencies. As the Prime Contractor, Carahsoft has assembled a team for the initiative that includes our portfolio of over 300 Technology Manufacturers and network of around 3,000 reseller and services partners as the best solution to meet County's requirements.

Cobb County Objectives	Carahsoft Qualifications
Provide a comprehensive competitively solicited Master Agreement offering products and services to Participating Public Agencies.	With over 300 technology manufacturers and our large partner network of over 3,000 resellers and services partners, Carahsoft is uniquely positioned to provide a robust catalog of products and services to help the Participating Public Agencies access a full range of solutions to meet their needs.
Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies.	Carahsoft currently holds two Omnia contracts, in addition to a multitude of Canadian, and U.S. Federal and State and Local contracts.
Achieve cost savings for the Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals.	As the Master Government Aggregator for our vendor partners, we have extensive experience negotiating price lists that provide the best value to our government customers and cuts down on the procurement activity required for all parties.
Combine the volumes of Participating Public Agencies to achieve cost effective pricing.	Carahsoft strives to provide the most competitive pricing on the market for our government customers.
Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems.	Our sales, order operations and IT teams are all closely integrated to deliver the most efficient process from quote to cash. Westrive for 60-minute quote turnaround time, especially for end-of-quarters and end-of years as well as 6-hour turnaround on all clean POs.

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia and employs more than 1,900 professionals dedicated to serving our public sector customers and partners.

Vendor and Partner Relationships – In addition to establishing strategic, long-term relationships with the industry's leading manufacturers, our partner ecosystem encompasses more than 3,000+ government

contractors, resellers, and integrators who we support and enable with an entire suite of value-added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

Proven Execution – Carahsoft has deep expertise in government contracting and procurement. We manage and maintain a wide variety of government-wide and agency-specific purchasing contract vehicles and purchasing agreements for agencies at the state, local, and federal levels. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

Contract Vehicles – Since 2004, Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at all levels of government. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

Growth & Stability – A stable, conservative, and profitable company, Carahsoft has demonstrated impressive growth year after year, with annual revenue of $3.4 million in our first year in 2004 to $10.2 billion in 2021. In September of 2021, our team of dedicated, highly trained marketing, sales, contracting, and business operations experts processed 16,916 orders worth more than $1.8 billion.



Awards and Industry Recognition – Carahsoft receives awards for our excellent performance yearly. For more information on the hundreds of awards we have received please visit our website at https://www.carahsoft.com/awards.

Carahsoft Technology Product, Services, and Solution Offering

Cobb County Requirements	Carahsoft Capabilities
Technology Products: A complete portfolio of technology products such as desktops, laptops, tablets, PDAs, servers, storage, ruggedized devices, thin clients, printers, monitors, multifunction printers, scanners, plotters, projectors, video conferencing, teleconferencing, analog phones, VoIP phones, conference phones, audiovisual equipment such as computer-video interfaces, switchers, matrix switchers, distribution amplifiers, video scalers, scan converters, processing devices Ethernet control interfaces and high resolution cables, instructional equipment, security equipment, cabling, modems, wired and wireless networking, networking to support server, storage and client applications such as routers and switches, software, computer accessories, computer components, power protection, data protection, video cameras, virtualization products, systems and network management tools, database products, data center facilities (racks, fire suppression, electrical, HVAC, generator, physical access controls) as well as any other technology products available from Offeror.	Carahsoft has provided our corporate linecard as an attachment which shows our robust catalog of manufacturer partners which meet the technology portfolio described. We are happy to leverage this vast ecosystem to support the Cobb County and Omnia partners needs.
Technology Services and Solutions: A complete portfolio of technology services and solutions such as systems	

Cobb County Requirements	Carahsoft Capabilities
configuration, testing, software copying, hardware and software installation, upgrades and/or maintenance, system integration, network integration, extended warranties, warranty service, staff augmentation and any other services and solutions available from Offeror. Specific requirements will be developed on a task order basis and may include, but is not limited to, services and solutions such as:	
Virtualization: Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility and prepare for cloud computing.	IT organizations are challenged by the limitations of today's x86 servers, which are designed to run just one operating system and application at a time. As a result, even small data centers have to deploy many servers, each operating at just 5 to 15 percent of capacity—highly inefficient by any standard. A key benefit of virtualization technology is the ability to contain and consolidate the number of servers in a datacenter. This allows businesses to run multiple application and OS workloads on the same server. Ten server workloads running on a single physical server is typical, but some companies are consolidating as many as 30 or 40 workloads onto one server. As you might expect, dramatically reducing server count has a transformational impact on IT energy consumption. Utilization of x86 servers increases from the typical 8-15 percent to 70-80 percent. Reducing the number of physical servers through virtualization cuts power and cooling costs and provides more computing power in less space. As a result, energy consumption typically decreases by 80 percent.
Physical Security: Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access control, identity management, antiterrorism protection, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security and other network security and IT security.	Physical Security solutions combine video management, access control, video analytics, intrusion alerts and more onto a single or consolidated platform of networks that can be accessed from anywhere and at any time through a Web browser. Data from these subsystems is automatically correlated, providing users with a comprehensive view of security operations.
Communications: Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.	The F5 BIG-IP family of products offers application intelligence that network managers need to ensure applications are fast, secure, and available. All BIG-IP products share a common underlying architecture, F5's Traffic Management Operating System (TMOS), which provides unified intelligence, flexibility, and programmability. Together, BIG-IP's powerful platforms, advanced modules, and centralized management system make up the most comprehensive set of application delivery tools in the industry.
Cloud: Cloud solutions for scalable computing and storage capacity and rapid self- provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).	With no minimum fee and a pay for what you use model, Google Cloud Storage capacity pricing is the most cost effective in the market. In addition, with lifecycle management Google Cloud storage allows you to reduce your costs even further by automatically archiving your objects to Cloud Storage Nearline and scheduled deletions. Store your data on Google's infrastructure with very high level of durability and availability. Google Cloud Storage stores and replicates your data allowing a high level of persistence. Google Cloud Storage is built with a replicated storage strategy. All data is encrypted both in-flight and at rest. The

Cobb County Requirements	Carahsoft Capabilities
	Google security model is an end-to-end process, built on over 15 years of experience.
Infrastructure: Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.	Datacenter Infrastructure is the backbone of delivering IT performance to the consumers of today's applications. Technology has shifted to become increasingly software-driven which puts more pressure on the infrastructure to deliver the level of performance the software is capable of or demands. Traditional datacenter infrastructure is being challenged to meet the demands of this new approach. New datacenter infrastructure technology embraces the software driven approach and is designed to accommodate large consumptions of data in a number of forms. Arista Networks has lead the network modernization shift by designing network switches with high buffers and high speeds. They provide a flexible solution to make the transition from a traditional approach to a modern infrastructure more affordable, by not requiring forklift upgrades to the entire datacenter. Network modernization is a key to delivering applications like desktop virtualization and big data analytics.
Data Management: Data management solution which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.	Data is the raw material of business – an economic input almost on par with capital and labor. However, data in most organizations is scattered across multiple operational and analytical systems. Big data with new sources, such as social media, cloud applications, and syndicated data services are on the rise, and many organizations are realizing that physical consolidation or replication of data is not practical for all data integration and business agility needs. Data needs to be made easily consumable by people who need it to advance the business. Data Virtualization is a lean data integration solution that provides easy, real-time, and unified data access across disparate sources to multiple applications and users. Data Virtualization makes data spread across physically distinct systems – such as multiple databases, XML files, and even Hadoop systems – appear as a set of tables in a local database. This comprehensive platform enables agile data provisioning by providing the following functions: • Connect: Access data from multiple heterogeneous data sources with different access methods and storage models. • Compose: Easily create reusable, business-friendly data models and virtual unified views by combining and transforming data from multiple sources. • Consume: Make integrated data available on demand for consumption by external apps through open standards interfaces.
Visual Communications: Visual communications that integrate	Now more than ever, people need the ability to

Cobb County Requirements	Carahsoft Capabilities
audio, video, voice and presentation capabilities.	collaborate effectively with colleagues, partners, and customers—around the world, across devices, and through technical boundaries. More and more organizations, including large enterprises and government agencies, are using Visual Communication to drive end-to-end, business-critical workflows for web meetings, eLearning, and webinars. The right Visual Communication solution delivers exceptionally rich interactions and enables organizations to fundamentally improve productivity. You can captivate your audience with rich, engaging, and interactive experiences and make them available to virtually anyone, anywhere, on virtually any device, with just a click of a button. Certain Visual Communication Technologies allow invitees to easily attend a meetings from the desktop without requiring a client download, and offers complete mobile-to-mobile collaboration capabilities to address the realities of today's business environments, where employees and customers are on the move worldwide.
UCC (Unified Communications and Collaboration): UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.	When disasters happen, first responders and emergency personnel are not always in the same place. Unified Communications and Collaboration allows you to set up a virtual command center that can be pre-loaded with maps, actions plans and emergency contact information. This allows first responders and decision makers to work together more quickly and effectively. In 2010 the US Southern Command used UCC technologies to support the Haiti earthquake disaster relief teams, and the Montana National Guard used it to coordinate efforts in fighting the wildfires in the summer of 2015. UCC technologies for distributed team collaboration efforts help government organizations accelerate team decision-making regardless of where people are located by equipping them with a powerful and easy-to-use set of tools for web conferencing and information sharing. Leverage existing investments in video conferencing solutions by integrating your video telephony devices supporting SIP/H.264. Nontechnical users can share everything from text and graphics files to multimedia presentations and websites; collect comments from multiple reviewers; and host live, interactive discussions online without additional downloads.
Broadcast Studio: Broadcast studio solutions for staff that oversee communications and public broadcast efforts which provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network and storage technologies).	Public sector communication is undergoing an incredible transformation. Government organizations that adopt innovative technologies can capitalize on this transformation to create mission value and cost savings opportunities. Broadcast Studios help public sector organizations accelerate their direct communications with the public in

Cobb County Requirements	Carahsoft Capabilities
	order to drive measurable benefits. More than 1,000 organizations worldwide use Broadcast Studios and secure cloud-based enterprise marketing platforms to reach, inform and engage their audiences through web, email, mobile and social media channels. The utilization of multiple channels enables Broadcast Studios to send personalized, targeted communication to promote services, enhance public awareness, and drive better involvement in agency programs through email, text messaging and other digital media channels.
Law Enforcement: Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing, city surveillance, and digital evidence management.	Carahsoft works in law enforcement with a number of vendors; with various solutions like: Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, Elsight, Flashpoint, Ghost Robotics, Google Cloud, Gridless Power, Icaros, ikeGPS, Informatica, Inspired Flight, Juniper Unmanned, Lightsense, Magnet Forensics, Mark43, Measure, Mi-Case, Microsoft, Microsoft Surface, NTrepid, Nuance, NVIDIA, Okta, piXlogic, Qii.Ai, Recorded Future, Red Hat, Reveal, SAFR, Salesforce, SkyX, Software AG, Sonim, Tableau, TransUnion, Trimble, VELARY, Veritone, Vidizmo, Vintra, VIQ, Voyager Labs, Wickr
Mobility: Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self- destructing content, and content linked back to the user.	The Mobility/Telework portfolio at Carahsoft includes industry-leading emerging technology solutions to enable government agencies to address a changing workplace. Organizations need to adapt rapidly to shifting user needs while maintaining data privacy and compliance requirements. The US Communities contract would benefit from access to a host of software manufacturers whose focus is to turn a government entities mobile and telework program in to a fully operating and compliant environment to fully meet an agencies mission with: • Secure Mobility and Device Management Mobile • Applications and Mobile Productivity Applications • Mobile Application Development and Performance Management • VDI solutions and Telecom and Expense Management software.
Asset Management: Asset management solutions to identify and manage installed software, hardware and license entitlements.	Inaccurate inventory, wasted resources, compliance issues, and service delays are all every day risks for enterprises that have serious consequences if not addressed. To mitigate risk, organizations need to know the assets they have, where they are, usage entitlements, who uses them, how they are used, how they are configured, what they cost and the value they deliver.

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	Asset Management tracks the financial, contractual, and inventory details of hardware, software, and virtual infrastructure – as well as non-IT assets – throughout their lifecycles. Asset requests are handled using workflows to obtain approvals, validate entitlements, issue chargebacks, and provision services. Once an asset is deployed, Asset Management records all maintenance activity and enables IT to perform regular audits, right up until asset retirement.
Data Protection: Data protection to protect, backup, recover and archive data and applications.	VERITAS provides complete data protection and recovery for all data, systems, and locations. The Backup Exec family provides the gold standard in Windows data and system protection. The BUE family provides efficient granular recovery of critical Microsoft applications and complete Windows system recovery in minutes, ensuring Windows information is always protected. Backup Exec is designed specifically to protect heterogeneous server environments and remote offices. Additionally, the newest version of Backup Exec, v. 15 provides: • Efficient block level deduplication and change block tracking to reduce the amount of data saved to storage. • Deep integration with Microsoft Volume Shadow Copy Service (VSS) and VMware's vStorage APIs for Data Protection (VADP) for fast virtual machine snapshots. • A single solution and management console for virtual and physical to help reduce cost and complexity while simplifying the protection of your entire environment. • Flexible storage options so you can backup to virtually any storage device including disk, tape, or third party cloud. VERITAS NetBackup delivers high performance data protection that scales to protect he largest UNIX, Windows, Linux, and NetWare environments. With complete protection from remote office to data center to vault, NetBackup offers a single console for all backup and recovery operations. Key Features of NetBackup 7.7 include: • Converged backup platform integrates software and hardware to create a solution that is extremely easy to deploy and maintain. • Extensive integration with virtual and physical systems, applications, and storage technologies enable almost any enterprise environment to be protected using a single solution. • Accelerator reduces backup times from hours to minutes by limiting backups to changed blocks and combining them with previous

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	backup data to produce synthetic full backups. • Auto Image Replication automates the process of moving data to another site for disaster recovery, merging data from multiple sources and synchronizing catalog information to speed recovery. • Replication Director orchestrates hardware snapshot and replication operations from leading providers such as NetApp and EMC, ensures snapshots are application-consistent, and catalogs snapshots for easy file restore.
Energy and Water Conservation: Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and security projects.	From smart grid analytics and meter data management to demand-side management tools, we have everything you need to become a best-run utility. With SAP solutions, utilities companies operating in regulated and unbundled markets are better able to meet challenges in supplying power while adapting to industry reorganization and coping with regulatory uncertainty. Facilitated by SAP software, they can harness emerging technologies to achieve the right balance between profitability, sustainability, and safety in supplying their customers with energy. • Energy supply chain optimization Integrate supply chain processes and information from procurement and delivery to consumption. • Operational efficiency for plants and grids: gain a single real-time view of plant and business data that enhances the entire asset lifecycle. • The intelligent grid uses state-of-the-art technologies to move smart-grid benefits on to consumers and businesses. • Customer experience: Gain a 360-degree, real-time view of customers to enhance service, marketing, and sales.
Financial Services: Financing options such as lease, lease to own, lease with option to own, and IT as a Service.	New innovative technologies and solutions from SAP deliver greater value by enabling better business insight to maintain financial excellence. Make better business decisions with SAP HANA by handling large volumes of granular data and performing in-memory analysis. In addition to on-premise implementations, deploy business processes quickly and flexibly in the cloud. • Collaborative finance operations: Improve efficiency with increased automation and global consistency while providing superb service. • Enterprise risk and compliance management: Manage enterprise risk and compliance for optimal financial performance of fraud and audit processes. • Treasury and financial risk management: Increase insight and control for managing cash, liquidity, financial investment decisions,

Cobb County Requirements	Carahsoft Capabilities
	and risk. • Financial planning and analysis: Increase organizational agility, control costs, improve margins, and align execution with strategy. • Accounting and financial close: Execute a compliant close that reduces cost and effort and provides regulatory disclosures.
Other Services and Solutions: Services and solutions not listed above that may be proposed by Offeror.	Additional Services and Solutions are detailed and provided within the Cost Proposal of this response.

5.3 COMPANY BACKGROUND/PROFILE

Provide information on company background to include the following:

a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.

Carahsoft Technology Corporation
11493 Sunset Hills Road,
Reston, VA 20190
www.carahsoft.com

703-871-8500
703-871-8505 – Fax
Sales@Carahsoft.com
Federal ID# 52-2189693

b. Date business was established under current name.

Carahsoft was incorporated in 1999. We have been in business since 2004.

c. Size of company including the total number of employees.

Carahsoft is a Large S-Corporation with around 2,400 employees.

d. Type of ownership or legal structure of business

S-Corporation. We are a privately held company.

e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

Carahsoft has not failed to complete work for which a contracts was issued.

f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

There are no civil or criminal actions pending against the firm or any key personnel related in any way to contracting.

g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

Carahsoft has not been disqualified from working for any public entity.

h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

Individual SOWs and work orders may require additional terms depending on the work required. Since this is deal dependent, we are unable to provide an exact list of additional terms at this time.

5.4 EXPERIENCE

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

a. Scope of services/contract description.
b. Dollar value of contract.
c. Assigned project personnel.
d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Relevant Experience	
Scope of services/contract description.	Education Software Solutions and Services
Dollar value of contract.	Approximately $20 Million
Assigned project personnel.	contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Margaret S. Bass Title: Region 4 ESC Authorized Board Member Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	Google Products, Services and Solutions Contract
Dollar value of contract.	N/A
Assigned project personnel.	contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Cathy Muse Title: CPPO Director of Purchasing and Supply Management Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	GSA Multiple Award Schedule
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Carahsoft will provide upon request Title: Carahsoft will provide upon request Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	NASA SEWP
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Carahsoft will provide upon request Title: Carahsoft will provide upon request Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	2GIT
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Carahsoft will provide upon request Title: Carahsoft will provide upon request Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

5.5 PRODUCT INFORMATION/SERVICE CAPABILITY

a.	*Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?*

Maintenance and repairs are based on the warranty terms of our individual manufacturer partners and can be provided upon review of a SOW or details provided on a specific work order.

b.	*Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?*

Carahsoft supports the following communication types:

1. E-mail Attachment in the following formats: Plain text, PDF, HTML, JPEG, TIFF, Gif, Microsoft Excel, and Microsoft Word
2. Fax
3. Paper copy sent via US Mail or private courier
4. Credit Card (phone or web)

5.6 PRICING

a. *Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.*

- *Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: (if applicable)*
  - *Manufacturer part #*
  - *Supplier's Part # (if different from manufacturer part #)*
  - *Description*
  - *Manufacturer's Suggested List Price and Net Price*
  - *Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)*

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

b. *Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).*

c. *If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.*

Carahsoft is proposing to extend the pricing discounts that are currently offered through our Educational Software Solutions and Services Contract (Contract Number: R191902, which managed by Region 4 Education Service Center in Texas) to Cobb County.

This pricelist can be viewed at the following link: https://www.omniapartners.com/publicsector/suppliers/carahsoft-technology-corp/contract-documentation#c35362

5.7 FINANCIAL STATEMENTS

Proposers shall submit a recent history of financial solvency and provide the following:

a. *Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.*

As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from $4M in bookings to more than $10.2 in 2021. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006—Present), Washington Technology's Top 100 Government Contractors (2010—Present), and the Washington Business Journal's Largest Government Contractors (2011—Present).

We currently maintain a $25M line of credit available (currently 100% available) with Atlantic Union Bank.

Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them.

b. *Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.*

Not applicable.

c. *State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.*

Not applicable.

5.8 NATIONAL CONTRACT

Attachment A, Exhibit A

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

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

3.1 Company

a.	*Brief history and description of Supplier to include experience providing similar products and services.*

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

b.	*Total number and location of salespersons employed by Supplier.*

Carahsoft employees about 2,400 persons.

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

Carahsoft's main office is located at 11493 Sunset Hills Road, Reston, VA 20190.

d.	*Annual sales for the three previous fiscal years.*

2019 – $6.9B
2020 – $9.0B
2021 – $10.6B

a. Submit FEIN and Dunn & Bradstreet report.

FEIN#: 52-2189693
DUNS: 088365767

e.	*Describe any green or environmental initiatives or policies.*

Reducing our carbon footprint is extremely important to Carahsoft. As a result, we strive to ensure that our recycling program is comprehensive and robust. Carahsoft uses single-stream recycling to make it as easy

as possible for our employees to recycle as much as they can. Carahsoft uses recycled materials whenever possible. For example, hard copy bid submissions are printed on recycled paper and shipped using recycled packing materials.

Carahsoft uses only Energy Star compliant hardware, which uses substantially less electricity when items are not in use. Additionally, thelights in our office are on a timer to ensure that lights are turned off when the employees are not working. Likewise, motion detectors ensure that lights are not left on when rooms are empty.

Carahsoft has implemented VMware internally, which moves our servers to a virtualized cloud environment, eliminating the need for physical servers in our office. This has drastically reduced our server footprint, allowing us to save thousands of dollars each year on heating and cooling our data center.

Carahsoft also seeks to reduce our carbon footprint by providing transit benefits for employees who use public transportation to commute to and from work. In fact, we recently relocated our offices to within less than half of a mile of the Washington Metrorail System, making it easy for employees to take advantage of sustainable public transportation.

Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement further policies to reduce our company's footprint.

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

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBEor SDVOB certified businesses.

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

a. Minority Women Business Enterprise

☐Yes ☒ No

If yes, list certifying agency: _____

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

☐Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐Yes ☒ No

If yes, list certifying agency: _____

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

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

i. Describe how supplier differentiates itself from its competitors.

Carahsoft's top three differentiating strengths include:

1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams.

Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demandincluding but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging.

2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system.

- Carahsoft seamlessly generates quotes within 30 minutes or less
- Carahsoft has a team dedicated to renewals sales and a leadershipgroup to ensure that each team is working at an optimal level.

3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including:

- Unique budget and procurement cycles

- Specific contract requirements and set-asides
- Audits, regulations and compliance
- The value of Prime Contractors and Systems Integrators and how to work with them
- Competitive marketplace
- Security Clearances
- Collection of A/R requires expertise and focus

Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

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

Not applicable.

k. Felony Conviction Notice: Indicate if the supplier

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

Not applicable.

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

Carahsoft is not owned or operated by anyone who has been convicted of a felony.

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

Not applicable.

l. Describe any debarment or suspension actions taken against supplier

Not applicable.

3.2 Distribution, Logistics

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

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

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

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: https://www.carahsoft.com/buy#state-local

c. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors,

etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

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

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

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

Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.

3.3 Marketing and Sales

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

- *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

- *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Carahsoft can confirm we will create trainings alongside the OMNIA Partners team to educate all necessary parties of the details of the new contract, and how to get involved.

b. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- *Creation and distribution of a co-branded press release to trade publications*

Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html

- *Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days*

Carahsoft posts all contracts and agreement details on our website at the following link: https://www.carahsoft.com/buy#omnia-partners-public-sector

Upon award, Carahsoft will add the relevant contract details to the website above.

- *Design, publication and distribution of co-branded marketing materials within first 90 days*

Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following:

- On-Site Events
- Webcasts
- Tradeshows
- Industry conferences
- Email Campaigns
- Digital and Print ads

- *Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement.

- *Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

Carahsoft can commit to attend the NIGP Annual Forum.

- *Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*

As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications.

- *Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*

Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement.

- *Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*
  - *OMNIA Partners standard logo;*
  - *Copy of original Request for Proposal;*
  - *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
  - *Summary of Products and pricing;*
  - *Marketing Materials*
  - *Electronic link to OMNIA Partners' website including the online registration page;*
  - *A dedicated toll-free number and email address for OMNIA Partners*

Carahsoft has a dedicated OMNIA contract page for our current contract here: https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources

Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

c. *Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

Carahsoft holds a mulititude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

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

Carahsoft agrees to provide its logo to OMNIA partners for reproduction in marketing communications and promotions. We will be sure to request permission when reproducing the OMNIA Partners logo in our own marketing communications and promotions.

e. *Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*

- *Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*

- *Best government pricing*
- *No cost to participate*
- *Non-exclusive*

As discussed above, Carahsoft will actively direct sales to Public agencies nationwide through this contract. We will be sure to include the above bullets in our initiatives.

f. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- *Key features of Master Agreement*
- *Working knowledge of the solicitation process*
- *Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- *Knowledge of benefits of the use of cooperative contracts*

Carahsoft will appoint a contract manager upon award who will instruct any sales personnel on the details listed above.

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

- *Executive Support*
- *Marketing*
- *Sales*
- *Sales Support*
- *Financial Reporting*
- *Accounts Payable*
- *Contracts*

The security and privacy of each of Carahsoft's employees are of the upmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

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

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

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

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

j. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new

Participating Public Agency account set-up, timely contract administration, etc.

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

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

Due to customer confidentiality, Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record. However, Carahsoft completed $10.64B in sales in 2021 with help from over 4,000 marketing activities, generating over 64,000 leads.

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

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

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

Carahsoft cannot guarantee a specific number of Contract Sales at this time.

n. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- *Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
- *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
- *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
- *If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

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

Carahsoft will work with our Government customers to ensure we provide the best possible pricing for each individual deal and contract to ensure we are meeting and exceeding their needs.

ATTACHMENTS

Bid Cover Page

Please find our completed Bid Cover Page beginning on the following page.

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern
Join from meeting link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6
Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: Carahsoft Technology Corporation

ADDRESS: 11493 Sunset Hills Road

REPRESENTATIVE: Elise Roell

PHONE: 703-673-3568 FAX: 703-871-8505

E-MAIL Elise.Roell@Carahsoft.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

Bid Submittal Form

Please find our completed Bid Submittal Form beginning on the following page.

BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: Carahsoft Technology Corporation

Contact name: Elise Roell

Company address: 11493 Sunset Hills Road

E-mail address: Elise.Roell@Carahsoft.com

Phone number: 703-673-3568 **Fax number:** 703-871-8505

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

Kristina Smith — Contracts Director
(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: 703-871-8500 FAX: 703-871-8505

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: N/A

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
Deal by Deal basis

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Contractor Affidavit and Agreement (Exhibit A)

Please find our completed Contractor Affidavit and Agreement beginning on the following page.

CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years.

350308
EEV (E-Verify) Program Number

08/12/2010
EEV Program Date of Authorization

Kristina Smith
BY: Authorized Officer or Agent
[Contractor Name]

Carahsoft Technology Corporation
Contractor Business Name

Kristina Smith
Printed Name

10/12/22
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 12 DAY OF October, 2022

Notary Public Commission Expires: 07/31/23

Effective 09-20-2013

Statement of Ownership Disclosure

Please find our completed Statement of Ownership Disclosure beginning on the following page.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Carahsoft Technology Corporation

Organization Address: 11493 Sunset Hills Road

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Craig P. Abod	Carahsoft is a privately owned company and is not publicly traded on the stock market

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

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

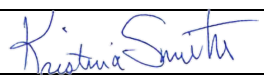
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

Full Name (Print):	Kristina Smith	Title:	Contracts Director
Signature:		Date:	10/12/22

Non-Collusion Affidavit

Please find our completed Non-Collusion Affidavit beginning on the following page.

NON-COLLUSION AFFIDAVIT

State of Virginia
County of Fairfax ss:

I, Kristina Smith (name of affiant) residing in Reston (name of municipality)
in the County of Fairfax and State of Virginia of full age, being duly sworn according to law on my oath depose and say that:

I am Contracts Director (title or position) of the firm of Carahsoft Technology Corporation (name of firm)

_____ the bidder making this Proposal for the bid

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Carahsoft.

Subscribed and sworn to

before me this day

Kristina Smith
_____
Signature

October 12, 2022

Kristina Smith
(Type or print name of affiant under signature)

Virginia
Notary public of

My Commission expires 07/31/23

(Seal)

Affirmative Action Affidavit

Please find our completed Affirmative Action Affidavit beginning on the following page.

DOC #3

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

Company Name: Carahsoft Technology Corporation

Street: 11493 Sunset Hills Road

City, State, Zip Code: Reston, VA 20190

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

   OR

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

   OR

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

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

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

B. Approved Federal or New Jersey Plan – certificate enclosed

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

10/12/22

Date

Authorized Signature and Title

Stockholder Disclosure Certification

Please find our completed Stockholder Disclosure Certification beginning on the following page.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: Craig P. Abod Home Address: 11493 Sunset Hills Road Reston, VA 20190	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 12 day of October, 2022

(Notary Public)

My Commission expires: 07/31/23

Kristina Smith

(Affiant)

Kristina Smith - Contracts Director

(Print name & title of affiant)

(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Please find our completed Certification of Non-Involvement in Prohibited Activities in Iran beginning on the following page.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: **# 23-6692 Technology Product Solutions and Related Services**

VENDOR NAME: **Carahsoft Technology**

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

CHECK THE APPROPRIATE BOX

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

OR

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

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

Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

Kristina Smith

Signature

10/12/2022

Date

Kristina Smith - Contracts Director

Print Name and Title

New Jersey Business Registration Certificate

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CARAHSOFT TECHNOLOGY CORP
Trade Name:	
Address:	1860 MICHAEL FARADAY DR STE. 100 RESTON, VA 20190
Certificate Number:	1511213
Effective Date:	September 09, 2009
Date of Issuance:	February 04, 2019

For Office Use Only:

20190204164113764

EEOAA Evidence

Please find our completed EEOAA Evidence form beginning on the following page.

DOC #8

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

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

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

Name: Kristina Smith Title: Contracts Director

Signature: Kristina Smith Date: 10/12/22

MacBride Principles

Please find our completed MacBride Principles form beginning on the following page.

DOC #9

MACBRIDE-PRINCIPLES

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

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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 **VENDOR/BIDDER:** Carahsoft Technology Corporation

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

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

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

CHECK THE APPROPRIATE BOX

[x] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

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

CERTIFICATION

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

Kristina Smith — 10/12/22

Signature — Date

Kristina Smith - Contracts Director

Print Name and Title

Addendum 1

Please find our completed Addendum 1 beginning on the following page.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**
- **Attachment - Financial Ratio Evaluation Excel Spreadsheet**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation
Company Name

10/12/22
Date

Signature

Kristina Smith
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Addendum 2

Please find our completed Addendum 2 beginning on the following page.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation
Company Name

10/12/22
Date

Kristina Smith
Signature

Kristina Smith
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Addendum 3

Please find our completed Addendum 3 beginning on the following page.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation
Company Name

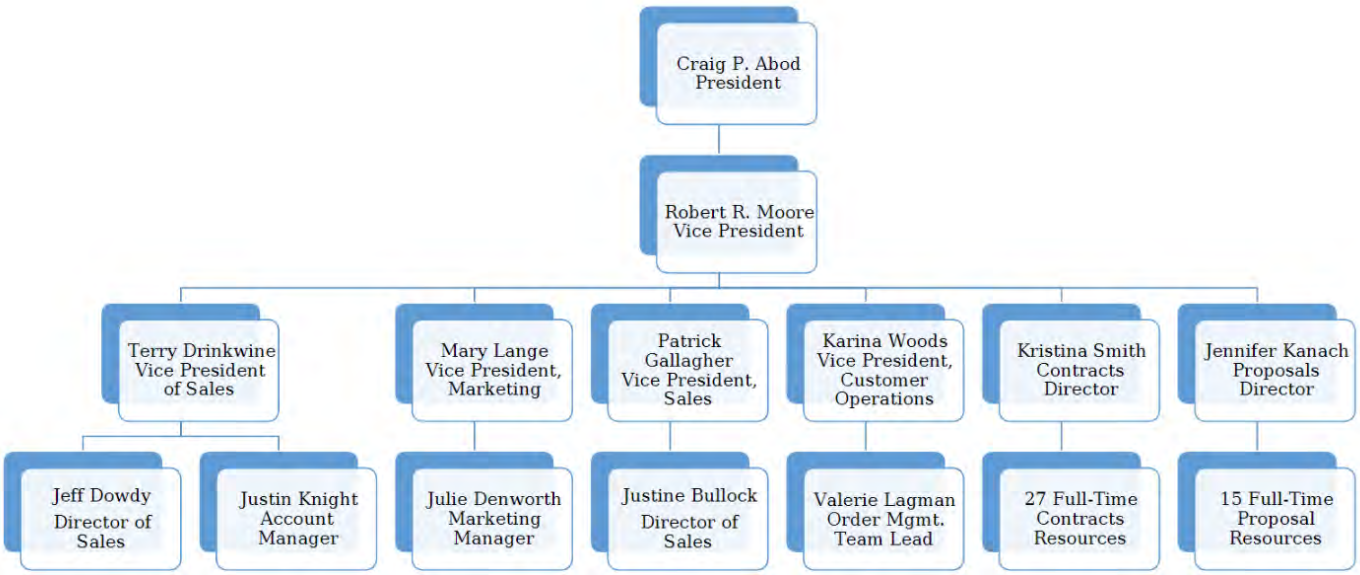
10/12/22
Date

Signature

Kristina Smith
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Carahsoft Organization Chart



Carahsoft Line Card

Please find the Carahsoft Line Card beginning on the following page.

carahsoft GOVERNMENT IT SOLUTIONS

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Federal, State and Local Government agencies and Education and Healthcare organizations. As the Master Government Aggregator® for our vendor and reseller partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more.

vmware	VMware is the global leader in virtualization and cloud computing solutions from desktop to datacenter. All 15 cabinet level agencies, military services, numerous DoD agencies, and many other federal agencies rely on VMware to avoid IT infrastructure costs, ensure continuity of operations and provide secure endpoints.	888-6VMWARE 888-686-9273
aws	Amazon Web Services provides a highly reliable, scalable, low-cost infrastructure platform in the cloud that powers hundreds of thousands of businesses in 190 countries around the world. With data center locations in the U.S., Europe, Brazil, Singapore, Japan, and Australia, customers across all industries are taking advantage of the low-cost, agile, flexible, and secure solutions that AWS offers.	888-662-2724
Symantec. A Division of Broadcom	Symantec enables government agencies to have confidence in their IT infrastructure. Helping agencies protect and manage mission-critical information and interactions, Symantec delivers software and services that address risks to security, availability, compliance and performance.	877-GOV-SYMC 877-468-7962
paloalto NETWORKS	Palo Alto Networks is the next-generation security company maintaining trust in the digital age by helping organizations prevent cyber breaches. Palo Alto Networks' security platform safely enables applications, users and content, empowering government agencies to securely and efficiently move their missions forward.	855-6NEXTGN 855-663-9846
VERITAS	Veritas Technologies is the global leader in enterprise backup and data recovery solutions. Agencies and organizations rely on the Veritas Enterprise Data Services Platform to automate enterprise data protection, ensure 24/7 availability of mission-critical and citizen-facing applications, and provide the insights needed to comply with evolving data regulations.	866-837-4827
splunk>	Splunk Inc. is the market leader in analyzing machine data to deliver Operational Intelligence for security, IT and the business. Splunk® software provides the enterprise machine data fabric that drives digital transformation. More than 13,000 customers in over 110 countries use Splunk solutions in the cloud and on-premises.	855-3-SPLUNK 855-377-5865
Trellix	Trellix is a global company redefining the future of cybersecurity. Trellix's security experts, along with an extensive partner ecosystem, accelerate technology innovation through machine learning and automation to empower over 40,000 business and government customers.	855-462-2333
DELL Technologies	Dell is a leader in enabling government agencies to transform their operations and deliver IT as a service. Through innovative products and services, Dell accelerates the journey to cloud computing, helping IT departments store, manage, protect and analyze information in a more agile, trusted and cost-efficient way.	866-DELL-2-GO 866-335-5246
f5	F5 Networks helps government organizations create an agile IT infrastructure that aligns with mission-critical demands. With F5 solutions in place, organizations gain strategic points of control wherever information is exchanged, from client devices and the network to application servers, data storage and everything in between.	877-95-F5GOV 877-953-5468
Red Hat	Red Hat understands that government agencies demand performance, transparency and value—and that's exactly what Red Hat offers. As the standard for Linux in governments, Red Hat's cloud, virtualization, storage and platform solutions bring freedom, collaboration and the power of open source to all government agencies.	877-RHAT-GOV 877-742-8468
Adobe	Adobe revolutionizes how agencies engage with ideas and information, transforming and extending government services to provide a richer, more productive, and trusted experience with constituents, personnel, and the military. Adobe helps government deliver information to the edge – anytime, anywhere, and through any medium.	877-99ADOBE 877-992-3623
salesforce	Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Since launching its first service in 2000, Salesforce's list of over 150,000 customers spans nearly every industry worldwide.	877-SFDC-007 877-733-2007
Google Cloud	Google Cloud is a trusted technology leader who understands how to help agencies transition from legacy architectures and utilize their data to fuel true mission success. Google Cloud provides cloud-native infrastructure with layered security, machine learning and analytics at web-scale to rapidly innovate and advance agency goals.	844-55-GOOGL 844-554-6645
SAP	SAP sets a new standard for innovation and performance in the public sector with integrated solutions that apply database technology, business analytics, applications, cloud computing and mobility to solve IT challenges. SAP brings intelligent ideas to the public sector that achieve mission-critical operations.	888-SAP-1GOV 888-727-1468
MICRO FOCUS	Micro Focus Government Solutions supports the needs of the U.S. public sector. Micro Focus Government Solutions' agile and modern software helps solve mission-critical IT challenges. Micro Focus Government Solutions is a purpose-built, U.S. based company that is committed to helping public sector organizations' mission.	888-554-7468

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carahsoft

GOVERNMENT IT SOLUTIONS

COMPLEMENTARY SOLUTIONS

VMWARE	10iG Technology, Arista, ClearCube, HYCu, Hytrust, Imprivata, Ivanti, Lightbend, Liquidware, NCS, Nutanix, Puppet, Rubrik, Teradici
SPLUNK	AcAlvio, Corelight, Cynerio, Discovered Intelligence, Exiger, Expanse, Infinidat, PencilData, Qmulos, RedFactor, Rhondos, SMS 360, Syncsort, Vectra
SAP	Acsis, Adobe, Apex, Apigee, Ariba, BMC, ClockWork, Cloudera, Datawatch, Dassian, Dell Technologies, GB&Smith, GoSecure, Greenlight Technologies, LC, Micro Focus Government Solutions, NimbleStorage, NoteShark, NS2, NS2 Labs, Onapsis, PingIdentity, Precise, Progress, Red Hat, Resilient, SAP, SAP + Qualtrics, SAP Concur, SAP SuccessFactors, VMware, Volume Integration
SERVICENOW	3CLogic, Apptio, Bravium, Dtech Apps, MobiChord, Mobile Reach, NNT, Nuvolo, Pagerduty, Platcore, Stave, Uxstorm

SOLUTION VERTICALS

MULTICLOUD	Accela, Acquia, Adobe, Akamai, Alfresco, AWS, Anaplan, Anchore, Apptio, Aqua, Aviatrix, Axway, Backblaze, BlackBerry, Box, Brightcove, C3.ai, CIS, CloudBees, CloudBolt, CloudCheckr, Commvault, Confluent, DarkOwl, Databricks, Dell Technologies, Denodo, Digital.ai, DocuSign, Domino, Druva,Elastic, EDB, Exterro, Genesys, GitLab, Google Cloud, Granicus, greymatter.io, GroundWork, HashiCorp, Hootsuite, Jive, Kion, Kiteworks, LinkedIn,Lookout,MicroFocusGovernmentSolutions,Microsoft,MongoDB,Neustar,NewRelic,Nutanix,Okta,Orion,OSIsoft,Outsystems,Proofpoint, QTS, Qualtrics, Qualys, Rackspace, Red Hat , Salesforce, SAP NS2, Saviynt, Secureworks, ServiceNow, Slack, Smartsheet, Software AG, Sonatype, Splunk,SwiftStack,Symantec,Teradici,TerraPixel,ThreatConnect,Trellix,Trustwave,Twilio,Tyler,Virtru,Virtustream,VMware,VoyagerLabs,Zscaler
CYBERSECURITY	1Kosmos, Agari, Akamai, ALTR, Anchore, Anomali, Aqua, Aquera, Armis, Attivo Networks, AvePoint, Bastille, Bayshore Networks, BeyoundTrust, Blackberry, BlackBerry Cyclance, Blancco, Blinkly, Cellebrite, CertiPath, Cloud Cover, Cofense, Conceal, Contrast Security, Crowdstrike, CyberArk, Dataguise, DataLocker, Digital Guardian, Druva, Dtex, Eclypsium, Entrust, Exabeam, Exterro, F5, Fidelis, FlashPoint, Forcepoint, Forescout, ForgeRock, Fornetix, Fortinet, Forward, Gigamon, GlobalScape, GoSecure, HashiCorp, HID, iBoss, Identity Automation, Imperva, Information Security, Infoblox, Inspired eLearning, IronNet, Keeper, Kion, Kiteworks, Lookout, Material, MediGate, Micro Focus, Mosse Security, Netskope, Netwitness, Netwrix, Neustar, Nlyte, Nucleus Security, Okta, OSIsoft, PaloAlto Networks, Ping Identity, ProofPoint, Qualys, RackTop, Radiant Logic, RangeForce, Rapid7, Recorded Future, RiskSense, RSA, Sailpoint, Samsung, SANS, Saviynt, Secureworks, Securoix, SentinelOne, SkyBox Security, SolarWinds, Sonatype, Splunk, Symantec, Tanium, Tempered Networks, Tenable, Thales, ThreatConnect, ThreatLocker, ThreatQuotient, Trellix, Trend Micro, Trusona, Trustwave, Tufin, Venafi, Veracode, VMware, Waterfall, White Canyon, Zeva, Zimpeium, Zscaler
OPEN SOURCE	Acquia, Alfresco, Anchore, CloudBees, Cloudera, Cockroach Labs, Confluent, Databricks, Ekahau, Elastic, EDB, ForgeRock, GitLab, GroundWork, H2O.ai, HashiCorp, Hitachi, Liferay, Lucidworks, Liquibase, Mattermost, MongoDB, Neo4j, Red Hat, Red Hat 3scale API Management, Red Hat Advanced Cluster Management, Red Hat Ansible, Red Hat Application Services, Red Hat Ceph Storage, Red Hat CodeReady Studio, Red Hat CodeReady Workspaces, Red Hat Decision Manager, Red Hat Enterprise Linux, Red Hat Gluster Storage, Red Hat Hyperconverged Infrastructure, Red Hat Integration, Red Hat Insights, Red Hat Integration, Red Hat JBoss, Red Hat Mobile App Platform, Red Hat OpenShift Container Platform, Red Hat OpenShift Data Foundation, Red Hat OpenStack, Red Hat Process Automation Manager, Red Hat Quay, Red Hat Runtimes, Red Hat Satellite, Red Hat Smart Management, Red Hat Storage, Red Hat Virtualization, Sonatype, Tetrate, Zimbra
AI & MACHINE LEARNING	ABBYY, Adobe, AWS, Alteryx, Basis Technology, BlackBerry, C3.ai, CalypsoAI, Chooch.ai, ClarifAI, Cloudera, Collibra, CORAS, CornerstoneAI, CrowdAI, CrowdStrike, CVEDIA, Darktrace, Databricks, DataRobot, Deep Labs, Dell Technologies, Delphix, Deltek, Denodo, Domino, Eightfold. AI, Fortinet, Google, H2O.AI, Heavy.AI, HPE, Informatica, IronNet, Kinetica, Kofax, Labelbox, Liqid, Micro Focus Government Solutions, Microsoft Azure, Microway, Modzy, NNData, Nuance, Nutanix, NVIDIA, NVIDIA Networking, Ocient, piXlogic, Red Hat, Rescale, Run.ai, Salesforce, SAP, SAP NS2, Senzing, SFL Scientific, Snowflake, Sophos, Splunk, Tableau, Tensor Networks, Titan Technologies, Trellix, UiPath, Vast Data, Vectra, Veritone
MOBILITY & TELEWORK	10ZiG, BlackBerry, Blancco, Blue Cedar, ClearCube, Deep Instinct, HYCU, Isec, Liferay, Liquidware, Lookout, MongoDB, NowSecure, Nutanix, Red Hat, Slack, Splunk, Swyft, Teradici, VMware
5G SOLUTIONS	AWS, CalChip, CID, Ciena, Commscope Ruckus, CTS, Dell Technologies, F5, Infinera, Infovista, Intel, JMA Wireless, MantisNet, Nokia, Orion, PaloAlto Networks, Red Hat, SAP, Telia Carrier, VMware
CX & ENGAGEMENT	ABBYY, Accela, Acquia, Adobe, Akamai, Alfresco, Atlassian, Box, Conga, Copado, Decision Lens, Delphix, DocuSign, ForgeRock, Genesys, Google Cloud, Granicus, Hootsuite, Jumio, Liferay, LinkedIn, Microsoft, Mural, New Relic, Nintex, Nuance, Okta, Orion, Qualtrics XM, Red Hat, Salesforce, ServiceNow, Skedulo, Slack, Software AG, Sprinklr, Tableau, Talkdesk, Tyler Technologies, WalkMe, Yext, Zencity, Zoom
IN-Q-TEL SOLUTIONS	Anomali, Apigee, Apptio, ArchSight, Basis Technology, Boundless, Box, Bromium, Cellebrite, CipherCloud, Cloudant, Cloudera, Contrast, Cylance, Databricks, DataRobot, Delphix, Digital Reasoning, Domino, Endeca, Finch Computing, Frame, Fusion-IO, geoiQ, GitLab, Heavy.AI, Hytrust, Ike, Immersive Wisdom, Initiate, Kofax, LabelBox, Language Weaver, LILT, Local Motion, Lookout, Lucidworks, Magnet Forensics, Markforged, memSQL, MetaCarta, Micro Focus Government Solutions, Mocana, Mongo DB, MotionDSP, NarrativeScience, Nicira, NovoDynamics, Nozomi, Okta, Optiolabs, Orbital Insight, Orion, Palantir, Paxata, Phantom, Pindrop, piXlogic, Platfora, QuantiFind, Recorded Future, ReversingLabs, SDL, SitScape, SilverTail, Skytree, Socrata, Software Government Solutions, Sonatype, Tenable, Teradici, Terrago, Thetus Corp. Trellix, Veracode, Vintri
LAW ENFORCEMENT	Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, Elsight, Flashpoint, Ghost Robotics, Google Cloud, Gridless Power, Icaros, ikeGPS, Informatica, Inspired Flight, Juniper Unmanned, Lightsense, Magnet Forensics, Mark43, Measure, Mi-Case, Microsoft, Microsoft Surface, NTrepid, Nuance, NVIDIA, Okta, piXlogic, Qii.Ai, Recorded Future, Red Hat, Reveal, SAFR, Salesforce, SkyX, Software AG, Sonim, Tableau, TransUnion, Trimble, VELARY, Veritone, Vidizmo, Vintra, VIQ, Voyager Labs, Wickr
FEDRAMP SOLUTIONS	AchieveIt, Acquia, Adobe, Akamai, Apptio, Armis, Authentic8, AvePoint, AWS, Axon, BlackBerry, BMC, Boomi, Box, Broadcom, C3.ai, CloudCheckr, Cofense, Collibra, Contegix, Copado, CORAS, CoSo Cloud, CrowdStrike, CyberArk, Databricks,DataRobot, Decision Lens, Delinea, Digital.ai, DocuSign, Druva, Eightfold.ai, Elastic, Exterro, FM:Systems, Forcepoint, Genesys, Google Cloud, Granicus, HackerOne, Hootsuite, IBM, iBoss, Infoblox, Informatica, Ivanti, Keeper Security, Kiteworks, Lookout, Micro Focus Government Solutions, Microsoft, MongoDB, MuleSoft, Netskope, New Relic, Nintex, Nuance, Nutanix, Okta, Orock, OwnBackup, PaloAlto Network, Proofpoint, Qualtrics, Qualys, Quzara, Rackspace, Rescale, RSA, SailPoint, Salesforce, SAP NS2, Saviynt, ServiceNow, SkyHigh, Slack, SmartSheet, Snowflake, Software AG, Splunk, Sprinklr, Tanium, Tenable, Trellix, Trello, Tyler Technologies, UiPath, ValiMail, Veracode, Veritone, Virtru, Virtustream, VMware, Vyopta, Wickr, Zimperium, Zoom, Zscaler
GEOSPATIAL	Accela, AeroCloud, Airversity, AutoDesk, Ball, Bentley, Better GIS, Chooch AI, CompassCom, CompassData, Dedrone, Digital Map, e-PlanSoft, FM:Systems, GeoNorth, Google Maps, Icaros, ikeGPS, Intermap, MapBox, NearMap, Qii.AI, Spire, Terra Pixel, TomTom, Trimble, Vehicle Tracking Solutions, Velary
HEALTHCARE	Adobe, BeyoundTrust, BlackBerry, CA Technologies, Cloudera, Collibra, Databricks, Dell Technologies, F5, Fidelis Security, Forescout, Gigamon, Google Cloud, Granicus, Gridless Power, HPE, Imprivata, Infoblox, Ivanti, John Snow Labs, Kofax, Micro Focus Government Solutions, MuleSoft, NCS, New Relic, Nuance, Nutanix, Nuvolo, Okta, Orion, piXlogic, Red Hat, Salesforce, Samsung, SAP, SentinelOne, ServiceNow, Snowflake, Splunk, Symantec, Tableau, Trellix, Trend Micro, Veritas, VMware, Zscaler

CARAHSOFT CONTRACT VEHICLES

GSA SCHEDULE	47QSWA18D008F, GS-35F-0119Y
SEWP V	Group A Other Than Small: NNG15SC03B, Group D Other Than Small: NNG15SC27B
ESI BPA CONTRACTS	Adobe: N00104-09-A-ZF31, N00104-12-A-ZF31, NNX13AA89Z, HSHQDC-13-A-00039; CollabNet: HC1028-11-A-0100; Micro Focus Government Solutions: N00104-13-A-ZF46; Intel: W5P1J-15-D-0008; IronKey: HSTS05-12-A-MED002; Red Hat Linux: HC1028-14-A-0002; SAP: N00104-08-A-ZF43 ServiceNow: N00104-13-A-ZF47; Splunk: DE-IM0000789; Symantec: N00104-13-A-ZF45; VMware/Dell: W91QUZ-09-A-0003; ForeScout: #N66001-18-A-0005

11493 SUNSET HILLS ROAD, SUITE 100 | RESTON, VA 20190 | 888.662.2724 | SALES@CARAHSOFT.COM

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EEO Report

Please find our 2021 EEO report beginning on the following page.

CO= DA57607

U= DA57607

EQUAL EMPLOYMENT OPPORTUNITY

2021 EMPLOYER INFORMATION REPORT EEO-1

SINGLE ESTABLISHMENT REPORT

SECTION B - COMPANY IDENTIFICATION

1. CARAHSOFT TECHNOLOGY CORPORATION
11493 Sunset Hills Road
SUITE 100
RESTON, VA 20190

2.a. CARAHSOFT TECHNOLOGY CORPORATION
11493 Sunset Hills Road
SUITE 100
RESTON, VA 20190

c. EIN= 522189693

SECTION C - TEST FOR FILING REQUIREMENT

1- Y 2- N 3- N DUNS= 088365767

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 511210 - Software Publishers

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
	********** MALE **********								********** FEMALE **********						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	3	0	0	0	0	0	1	0	0	1	0	0	5
FIRST/MID OFFICIALS & MGRS	0	0	5	0	0	0	0	0	6	0	0	0	0	0	11
PROFESSIONALS	16	25	130	6	0	9	0	11	201	11	2	26	0	23	460
TECHNICIANS	1	0	7	1	0	6	0	1	3	0	0	0	0	0	19
SALES WORKERS	54	43	638	65	8	33	1	35	571	37	4	25	3	39	1556
ADMINISTRATIVE SUPPORT	2	5	17	2	0	0	0	5	53	4	0	5	1	7	101
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	73	73	800	74	8	48	1	52	835	52	6	57	4	69	2152
PREVIOUS REPORT TOTAL	66	61	718	67	5	44	1	42	736	45	6	49	4	54	1898

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/15/2021 THRU 12/31/2021

SECTION G - CERTIFICATION

CERTIFIED DATE [EST]: 5/11/2022 4:15 PM

CERTIFYING OFFICIAL: Kristina Smith
TITLE: Contracts Director
EMAIL: kristina.smith@carahsoft.com
PHONE: 703-871-8504

EEO1 REPORT CONTACT PERSON: Kristina Smith
TITLE: Contracts Director
EMAIL: kristina.smith@carahsoft.com
PHONE: 703-871-8504

Region 4 Education Service Center (ESC)

Contract # R240303

for

Software Solutions and Services

with

Carahsoft Technology Corporation

Effective: January 1, 2025

The following documents comprise the executed contract effective: January 1, 2025

I. Vendor Contract and Signature Form

II. Supplier’s Response to the RFP

III. [FILLER TEXT]

IV. [FILLER TEXT]

V. [FILLER TEXT]

APPENDIX A

Contract

*This Contract ("**Contract**") is made as of December 17, 2024 by and between Carahsoft Technology Corporation **Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Software Solutions and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 24-03 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4

ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Carahsoft Technology Corporation

Address: 11493 Sunset Hills Road, Suite 100,

City/State/Zip: Reston, VA 20190

Telephone No.: 703.871.8500

Email Address: Sales@carahsoft.com

Printed Name: Jennifer Kanach

Title: Secretary

Authorized signature: Jennifer Kanach

Accepted by Region 4 ESC:

Contract No. _R240303

Initial Contract Term 1/1/2025 to 12/31/2027

Linda Tinnerman
Region 4 ESC Authorized Board Member

12/17/2024
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

12/17/2024
Date

Victor E. White
Print Name

24-03 Addendum 4
Carahsoft Technology Corporation
Supplier Response

Event Information

Number: 24-03 Addendum 4
Title: Software Solutions and Services
Type: Request for Proposal
Issue Date: 4/24/2024
Deadline: 6/13/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, May 9, 2024 at 11:00 am
via ZOOM. Click here to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

Carahsoft Technology Corporation Information

Address: 11493 Sunset Hills Road, Suite 100,
Reston, VA 20190
Phone: (703) 871-8500

By submitting your response, you certify that you are authorized to represent and bind your company.

Jennifer Kanach
Signature

Proposals@carahsoft.com
Email

Submitted at 6/13/2024 11:43:01 AM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

Carahsofts Offer and Contract Signature Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

Carahsofts Appendix B Terms & Conditions Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Carahsofts Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Products and Pricing

Carahsofts Response to Region 4 ESCs RFP #24-03.pdf

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

Value Add

No response

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

Antitrust Certification Statements

Carahsofts Antitrust Certification Statements.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

Carahsofts 1295 Form.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

Carahsofts Texas Government Code 2270 Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Diversity Program Certifications

No response

If there are any diversity programs, provide a copy of their certification.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification — *No response*

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Minority Women Business Enterprise Certification — *No response*

Please upload Minority Women Business Enterprise Certification if applicable.

Historically Underutilized Business (HUB) Certification — *No response*

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Historically Underutilized Business Zone Enterprise (HUBZone) — *No response*

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder — *No response*

Please upload other recognized diversity certificate holder if applicable.

Submit FEIN and Dunn & Bradstreet report. — Carahsofts 2022 Financial Statement Paragraph - D&B Writeup.pdf

Upload FEIN and Dunn & Brandstreet report here.

OMNIA Partners - Exhibit F Federal Funds Certifications — Carahsofts Exhibit F Federal Funds Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance — Carahsofts Exhibit G New Jersey Business Compliance Forms.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Bid Attributes

1	**Oral Communication** Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal. ☑ I have read and agree.
2	**Scope of Work** Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.
3	**Terms and Conditions** Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.

4 **Products/Pricing - Upload on Response Attachments Tab**

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)
- List all categories that you are offering

5 **Is pricing available for all products and services?**

☑ Yes

☐ No

6 **Describe any shipping charges (where applicable).**

All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.

Carahsoft understands this requirement and can confirm all pricing provided is comprehensive.

7 **Provide pricing for warranties on all products and services.**

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

8 **Describe any return or restocking fees.**

We do not offer a return policy on software and services, and by the nature of software licenses and services there are no restocking concerns.

9 **Describe customer fulfillment process.**

Carahsoft’s number one concern is providing all orders swiftly and accurately. Our customer fulfillment process includes a number of safeguards to ensure that each order is handled efficiently, and each customer is satisfied with their procurement. When a purchase order is received from the customer, a unique Carahsoft sales order number is generated. The purchase order is then entered in the accounting system where a Carahsoft purchase order is generated to submit to the vendor. After the PO is submitted and the order has been shipped, the vendor issues an invoice to Carahsoft. Once the vendor invoice is received, it generates the corresponding customer invoice. The customer’s payment is due within 30 days and payment closes out once payment of their invoice is received. Customers may place orders with Carahsoft in a variety of methods. Acceptances of physical PO, contracts, electronic orders, fax are all acceptable order methods. Please see Products and Pricing Response.

10 **Discounts or Rebates**

Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Additional discounts can be provided on a deal-by-deal basis.

11 Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our inhouse sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

12 Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment.

13 Frequency of Pricing Updates

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

This information varies by manufacturer.

14 Future Product Introductions

Describe how future product introductions will be priced and align with Contract pricing proposed.

Carahsoft will add products and services that are in scope of the contract per the terms and conditions and discounts proposed.

15 Not to Exceed Pricing

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.

16 Appendix D, Exhibit A, OMNIA Partners Response for National Contract

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

17 Appendix D, Exhibit B, OMNIA Partners Administration Agreement

The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement.

18 Appendix D, Exhibits F and G

Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

19 Emergency Orders

Describe how Offeror responds to emergency orders.

Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule, which can be escalated in the case of an emergency.

20	**What is Offeror's average Fill Rate?** We are able to fill all orders for the solutions provided in this proposal 100% of the time, due to inventory and restocking not being a concern for software and services.
21	**What is Offeror's average on time delivery rate?** Describe Offeror's history of meeting the shipping and delivery timelines. Carahsoft delivers all of its orders on time. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule.
22	**Describe Offeror's return and restocking policy.** We do not offer a return policy on software and services, and due to the nature of software licenses and services there are no restocking concerns.
23	**Describe Offeror's ability to meet service and warranty needs.** All products and services come with an initial warranty included in the price. Additional warranties are available upon request.
24	**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.** Carahsoft's hours are from 8:30am - 5:30pm EST, but our vendors offer a variety of customer service hours, often providing avenues for 24/7 care
25	**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.** Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment.
26	**Describe Offeror's contract implementation/customer transition plan.** During the first ten days following contract award, the Carahsoft team will conduct additional discovery activities. We have identified the keys to establishing a successful project are open discussion, careful planning and proactive risk identification and mitigation. The Carahsoft team will immediately work with the Region 4 ESC representatives, our staff and partners in a series of meetings and workshops from the executive level to the staff level to ensure the compliance of product delivery and contract requirements. This process is the first step in the Carahsoft Team's successful contract performance On Day One of contract award, Carahsoft will launch our Region 4 ESC ten day marketing blitz. We will also begin to convert quotes in our CRM system to Region 4 ESC quotes. This transition will help provide Carahsoft with additional opportunities throughout the United States and will motivate customers to utilize different Region 4 ESC contracts in the process.
27	**Describe the financial condition of Offeror.** As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from $4M in bookings to more than $16.4B in 2023. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006-Present), Washington Technology's Top 100 Government Contractors (2010-Present), and the Washington Business Journal's Largest Government Contractors (2011-Present). We currently maintain a $25M line of credit available (currently 100% available) with Xenith Bank. Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them. Specific questions may be referred to Craig P. Abod, Pres

28 **Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as: - Contract Information - Contract FAQ Document - Product Information - Catalog/ Pricelist Information - Additional Contractual Information. The following are examples of Dedicated Websites for current Carahsoft contracts: - Department of Defense ESI BPA Contract # N00104-12-A-ZF31 (http://www.carahsoft.com/buy/esi-bpa-contracts/department-defense-esi-desktop-bpa-contract-n00104-12-zf31) - Department of Navy ESI BPA Contract (https://www.carahsoft.com/buy/esi-bpa-contracts/department-defense-esi-bpa-contract-n00104-12-zf31) - NASA SEWP V Contract # NNG15SC03B/NNG15SC27B (http://www.carahsoft.com/buy/sewp)

29 **Describe the Offeror's safety record.**

Due to there being no inventory to risk employee's safety, Carahsoft has a clean safety record.

30 **Provide a brief history of the Offeror, including year it was established and corporate office location.**

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies. Formed by a group of seasoned professionals with decades of experience in sales, marketing and contract program management, Carahsoft has built our reputation as a customer-centric organization. The Carahsoft team has a proven history of helping agencies find the best possible technology solution at the best possible value. Each customer works directly with a dedicated account representative to determine a solution tailored specifically to meet his or her needs. We combine our extensive knowledge of the technologies we provide, with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing. More information in our Products and Pricing response.

31 **Describe Offeror's reputation in the marketplace.**

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain. However, As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry because the IT business requires cooperation on all levels. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed below and further on our awards page: http://www.carahsoft.com/awards ? Top Ranked GSA Schedule 70 Contract holder for software ? #22 on Washington Business Journal's Largest Government Contractors List for 2023 ? #31 on Washington Technology's Top 100 Government Contractors List for 2023 ? Fed 100 Winner and Ernst & Young Entrepreneur of the Year, Craig P. Abo

32 **Describe Offeror's reputation of products and services in the marketplace.**

In addition to our awards above, Carahsoft maintains one of the largest partner networks in the industry and can provide a quote for any vendor in 30 minutes.

33 **Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.**

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

34 **Describe the experience and qualifications of key employees.**

Craig Abod - Top corporate executive with more than 25 years of experience in government sales, government marketing, and Federal Contract program management / Robert Moore - • Senior Sales Executive with a 15+ year accomplished career track. More information can be found in our Product and Pricing response.

35 **Describe Offeror's experience working with the government sector.**

Carahsoft has been providing best of breed hardware, software, and support solutions to federal, state, and local government agencies since 2004, processing over 388,969 orders. Additionally, over the past 20 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

36 **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Carahsoft does not have any such actions.

37 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

38 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

Carahsoft has secured numerous contracts that enable Carahsoft and our partners to serve public sector customers throughout the United States and Canada. We are a topperforming contractor for the GSA Schedule, SEWP V and ITES-SW2 contracts. We hold several agency-specific contracts and Department of Defense Enterprise Software Initiative agreements and provide our EDU and SLG customers with access to technology via The Quilt contract, the NASPO Value Point and OMNIA Partners cooperating purchasing agreements, and numerous state and reseller contracts. We have established strategic, long-term relationships with the industry's leading manufacturers including Adobe, Splunk, Google Cloud, Amazon Web Services, Microsoft, VMware, Salesforce, Zoom, DocuSign, Micro Focus Government Solutions, Dell Technologies, Snowflake, Palo Alto Networks, ServiceNow, Veritas, Broadcom, and SAP, among hundreds of other established and emerging technology providers. Please see Products and Pricing Response.

39 **References**

Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Please find 3 references and Carahsoft's request to provide further information upon award in our Product and Pricing response. **Carahsoft actively administers and maintains several cooperative purchasing contracts for the General Services Administration (GSA), National Aeronautics and Space Administration (NASA), National Association of State Procurement Officials (NASPO), OMNIA Partners, Texas Department of Information Resources (among many others), and Public Services and Procurement Canada (PSPC).**

40 **Value Add**

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Carahsoft will provide the following additional value-added services at no additional cost to Region 4 ESC: 1. Dedicated Account Manager 2. Program Management 3. Training Webcasts & Access to Carahsoft Facilities 4. Proactive Marketing of the Contract 5. Monthly/Quarterly Reports 6. Dedicated Phone Lines & Live Chat 7. Dedicated Contract Microsite 8. Dedicated Email Address Please find an in-depth description of these bullets in our Products and Pricing response.

41 **Competitive Range**

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

42 **Past Performance**

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

43 **Additional Investigations**

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

44 **Pricing Commitment**

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

☐ Yes

☑ No

45 **Supplier Response**

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

46 **Brief history and description of Supplier to include experience providing similar products and services.**

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

47 **Total number and location of salespersons employed by Supplier.**

Carahsoft employees about 3,500 persons.

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

Carahsoft’s main office is located at 11493 Sunset Hills Road, Reston, VA 20190

49 **Annual sales for the three previous fiscal years.**

$16400000000

50 **Annual sales for the three previous fiscal years.**

$12500000000

51 **Annual sales for the three previous fiscal years.**

$10600000000

52 **Describe any green or environmental initiatives or policies.**

Reducing our carbon footprint is extremely important to Carahsoft. As a result, we strive to ensure that our recycling program is comprehensive and robust. Carahsoft uses single-stream recycling to make it as easy as possible for our employees to recycle as much as they can. Carahsoft uses recycled materials whenever possible. For example, hard copy bid submissions are printed on recycled paper and shipped using recycled packing materials. Carahsoft uses only Energy Star compliant hardware, which uses substantially less electricity when items are not in use. Additionally, thelights in our office are on a timer to ensure that lights are turned off when the employees are not working. Likewise, motion detectors ensure that lights are not left on when rooms are empty. Carahsoft has implemented VMware internally, which moves our servers to a virtualized cloud environment, eliminating the need for physical servers in our office. This has drastically reduced our server footprint, allowing us to save thousands of dollars each year on heating and cooling our data center.Carahsoft also seeks to reduce our carbon footprint by providing transit benefits for employees who use public transportation to commute to and from work. In fact, we recently relocated our offices to within less than half of a mile of the Washington Metrorail System, making it easy for employees to take advantage of sustainable public transportation. Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement further policies to reduce our company's footprint.

53 **Diversity Programs**

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

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBEor SDVOB certified businesses.

54 **Minority Women Business Enterprise**

☐ Yes
☑ No

55 **If yes, list certifying agency:**

No response

56 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise**

☐ Yes
☑ No

57 **If yes, list certifying agency:**

No response

58 **Historically Underutilized Business (HUB)**

☐ Yes
☑ No

59 **If yes, list certifying agency:**

No response

60 **Historically Underutilized Business Zone Enterprise (HUBZone)**

☐ Yes
☑ No

61 **If yes, list certifying agency:**

No response

62 **Other recognized diversity certificate holder**

☐ Yes

☑ No

63 **If yes, list certifying agency:**

No response

64 **Contractor Relationships**

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

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

65 **Describe how supplier differentiates itself from its competitors.**

Carahsoft's top three differentiating strengths include: 1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams. Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demandincluding but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging. 2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system. - Carahsoft seamlessly generates quotes within 30 minutes or less - Carahsoft has a team dedicated to renewals sales and a leadershipgroup to ensure that each team is working at an optimal level. 3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including: ??Unique budget and procurement cycles - Specific contract requirements and set-asides - Audits, regulations and compliance - The value of Prime Contractors and Systems Integrators and how to work with them - Competitive marketplace - Security Clearances - Collection of A/R requires expertise and focus Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

66 **Litigation, Bankruptcy or reorganization**

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

Not applicable.

67 Felony Conviction Notice

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

☐ Yes

☑ No

68 Debarment or suspension actions

Describe any debarment or suspension actions taken against supplier.

Not Applicable.

69 Distribution, Logistics

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

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

70 Distribution

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

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: https://www.carahsoft.com/buy#state-local

71 Distribution

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

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

72 Logistics

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

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

73	**Logistics** Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable. Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.
74	**Marketing and Sales** Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to: • Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days. • Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days. Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

75 **90-day Plan**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  •OMNIA Partners standard logo;
  •Copy of original Request for Proposal;
  •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  •Summary of Products and pricing;
  •Marketing Materials
  •Electronic link to OMNIA Partners' website including the online registration page;
  •A dedicated toll-free number and email address for OMNIA Partners

i. Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html ii. Carahsoft posts all contracts and agreement details on our website at the following link: https://www.carahsoft.com/buy#omnia-partners-public-sector Upon award, Carahsoft will add the relevant contract details to the website above. iii. Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following: ? On-Site Events ? Webcasts ? Tradeshows ? Industry conferences ? Email Campaigns ? Digital and Print ads iv. Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement. v. Carahsoft can commit to attend the NIGP Annual Forum. vi. As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications. vii. Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement. viii. Carahsoft has a dedicated OMNIA contract page for our current contract here: https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources. Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

76

Transition

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Carahsoft holds a mulititude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

77

Logo

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

☑ Yes

☐ No

78

Sales

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

79

Training

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes

☐ No

80 **Responsibility**

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

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

The security and privacy of each of Carahsoft's employees are of the upmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

81 **Sales Force**

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

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

82 **Implementation**

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

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

83 **Program Management**

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

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

84 **Supplier's Customer List**

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

Carahsoft completed $16.4B in sales in 2023, however due to customer confidentiality Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record.

85 **System Capabilities and Limitations**

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

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

86

Projected Sales Year One

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

87

Projected Sales Year Two

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

88

Projected Sales Year Three

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

89

General Terms and Conditions

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

90

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☑ Non-Felon - person/owner IS NOT a convicted felon

☐ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

91

Name of Felon and Nature of Felony, if applicable

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

92	**Criminal History Records Review of Certain Contract Employees** Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school. ☑ I certify compliance with this attribute.
93	**Historically Underutilized Business (HUB) Certification** Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Select one of the available options: **OPTION A**: My business has NOT been certified as HUB. **OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event. ☑ OPTION A ☑ OPTION B

94	**Disclosure of Interested Parties** Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which: (1) requires an action or vote by the governing body; or (2) has a value of $1 million or more; or (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305. NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market). If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab. Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage. Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice. **IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.** ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS: • a sponsored research contract of an institution of higher education; • an interagency contract of a state agency or an institution of higher education; • a contract related to health and human services if: • the value of the contract cannot be determined at the time the contract is executed; and • any qualified vendor is eligible for the contract; • a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; • a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or • a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code. ☑ I certify compliance with this attribute.

95

Conflict of Interest Questionnaire

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☑ I certify compliance with this attribute.

96

Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

97

Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

98

Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

99

Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

100

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

101

Open Records Policy

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

☑ OPTION A - No proprietary information

☐ OPTION B - Proprietary information marked

102

Consent to Release Proposal Tabulation

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

103

Contracting Information

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

104

Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

105

Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

106	**Federal Rule (B) - Termination Conditions** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
107	**Federal Rule (C) - Equal Employment Opportunity** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

108	**Federal Rule (D) - Davis Bacon Act/Copeland Act** **(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. *Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.* ☑ I certify compliance with this attribute.
109	**Federal Rule (E) - Contract Work Hours and Safety Standards Act** **(E)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. *Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.* ☑ I certify compliance with this attribute.
110	**Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement** **(F)**If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. *Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.* ☑ I certify compliance with this attribute.

111	**Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act** **(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
112	**Federal Rule (H) - Debarment and Suspension** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

113

Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

114

Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

115

Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment

(K) ALIEF ISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

116

Federal Rule (L) - Buy American Provisions

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☑ I certify compliance with this attribute.

117

Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☑ I certify compliance with this attribute.

118	**Federal Rule - Federal Record Retention** When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. ☑ I certify compliance with this attribute.
119	**Federal Rule - Profit Negotiation** For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)). When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price. ☑ I certify compliance with this attribute.
120	**Federal Rule - Solid Waste Disposal Act** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.) Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph. ☑ I certify compliance with this attribute.

121	**Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215** When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy. ☑ I certify compliance with this attribute.
122	**Applicability to Subcontractors** Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action. ☑ I certify compliance with this attribute.
123	**Compliance with the Energy Policy and Conservation Act** When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). ☑ I certify compliance with this attribute.

124	**Indemnification** **Acts or Omissions** Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. **Infringements** a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement. c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing. **Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity** a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. ☑ I certify compliance with this attribute.
125	**Excess Obligations Prohibited** Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC. ☑ I certify compliance with this attribute.
126	**Suspension and Debarment** Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency. ☑ I certify compliance with this attribute.

127	**Change in Law and Compliance with Laws** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1174684

Date Filed:
06/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Carahsoft Technology Corp.
Reston, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

OMNIA Partners

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R191902 #24-03
10-8 Systems Offerings

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Natalie LeMay, and my date of birth is 02/03/1997.

My address is 11493 Sunset Hills Rd (street), Reston, (city), VA (state), 20190-5230 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fairfax County, State of Virgina, on the 12 day of June (month), 2024 (year).

Natalie LeMay

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jennifer Kanach, as an authorized representative of

Carahsoft Technology Corporation, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Jennifer Kanach

Signature of Named Authorized Company Representative

06/04/24

Date

Carahsoft's Response to the

Region 4 Education Service Center

Request for Proposal

Software Solutions and Services

Solicitation Number: #24-03

Thursday,
June 13, 2024

Carahsoft Technology Corporation
11493 Sunset Hills Road, Suite 100
Reston, VA 20190
888.662.2724 | www.carahsoft.com

Primary Point of Contact
Benjamin Rader | Contracts Specialist
703.889.9872 | Benjamin.Rader@carahsoft.com

Secondary Point of Contact
Proposals@carahsoft.com

June 13, 2024
Region 4 Education Service Center
7145 West Tidwell Road
TX 77092 USA

Re: Carahsoft's Response to the Region 4 Education Service Center's Request for Proposal: Software Solutions and Services, Solicitation Number: #24-03

Dear Contracting Officer,

Carahsoft Technology Corp. appreciates the opportunity to respond to the Region 4 Education Service Center (ESC)'s Request for Proposal (RFP): Software Solutions and Services. Carahsoft is proposing our catalog of supported vendors to meet the ESC's requirements for Software Solutions and Services. Our team has reviewed and considered ESC's requirements outlined in the RFP and has carefully put together a solution that will best meet your needs.

Carahsoft, The Trusted Government IT Solutions Provider®, is responding as a current OMNIA contractor and reseller for a portfolio of industry-leading solutions.

Contract Title	Contract Number	Lead Agency
Educational Software Solutions and Services	R191902	Region 4 ESC - TX
Human Capital Management Systems and Managed Business Solutions	R200702	Region 4 ESC - TX
Technology Products, Solutions and Related Services	23-6692-01	Cobb County, GA

As the Master Government Aggregator® for our vendor partners, Carahsoft has combined extensive knowledge of the technologies we provide with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing since 2004. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training to support Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets.

Please feel free to contact me directly at 703.889.9872/Benjamin.Rader@carahsoft.com or Madeline Hall at 703.230.7450/Madeline.Hall@carahsoft.com with any questions or communications that will assist ESC in the evaluation of our response. This proposal is valid for 120 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

Benjamin Rader

Benjamin Rader
Contracts Specialist

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A) PRODUCTS AND PRICING

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Carahsoft has read, understands, and will comply with this requirement. Our pricing has been included at the end of our submission.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- *Manufacturer part #*
- *Offeror's Part # (if different from manufacturer part #)*
- *Description*
- *Manufacturers Suggested List Price and Net Price*
- *Net price to Region 4 ESC (including freight)*
- *Offer an extensive robust line of top manufacturers*
- *Submitted price list must include the Offerors' company name, solicitation*
- *name/number and date.*
- *List all categories that you are offering*

Carahsoft has read, understands, and will comply with this requirement. Carahsoft is proposing to extend the pricing discounts that are offered in our current contract with Region 4 ESC (Contract R191902). This pricelist can be viewed at the following link: https://www.omniapartners.com/publicsector/suppliers/carahsoft-technology-corp/contract-documentation#c35362

iii. Is pricing available for all products and services?

Yes, pricing is available for all our offerings.

iv. Describe any shipping charges (where applicable). All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.

Carahsoft understands this requirement and can confirm all pricing provided is comprehensive.

v. Provide pricing for warranties on all products and services.

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

vi. Describe any return and restocking fees.

We do not offer a return policy on software and services, and due to the nature of the offered software licenses and services there are no restocking concerns.

vii. Describe customer fulfillment process

Carahsoft's number one concern is providing all orders swiftly and accurately. Our customer fulfillment process includes a number of safeguards to ensure that each order is handled efficiently, and each customer is satisfied with their procurement.

When a purchase order is received from the customer, a unique Carahsoft sales order number is generated. The purchase order is then entered in the accounting system where a Carahsoft purchase order is generated to submit to the vendor. After the PO is submitted and the order has been shipped, the vendor issues an invoice to Carahsoft. Once the vendor invoice is received, it generates the corresponding customer invoice. The customer's payment is due within 30 days and payment closes out once payment of their invoice is received.

Customers may place orders with Carahsoft in a variety of methods. Acceptances of physical PO, contracts, electronic orders, fax are all acceptable order methods. Carahsoft strives to be easy to do business will engage customers in the manner best suited for the customer.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Additional discounts can be provided on a deal-by-deal basis.

ix. Describe how customers verify they are receiving Contract pricing.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

x. Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment

xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

This information varies by manufacturer.

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.

Carahsoft will add products and services that are in scope of the contract per the terms and conditions and discounts proposed.

xiii. Provide any additional information relevant to this section.

Carahsoft has no additional relevant information for this section.

B) Performance Capability

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

Please see under "Exhibit A - 3.0 Supplier Response."

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement

Carahsoft understands and acknowledges this requirement. Please see all exceptions listed in Appendix B attached to the desginated location on the portal.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please find Exhibit F and Exhibit G located in the designated section in the portal.

iv. Describe how Offeror responds to emergency orders.

Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule, which can be escalated in the case of an emergency.

v. What is Offeror's average Fill Rate?

We are able to fill all orders for the solutions provided in this proposal 100% of the time, due to inventory and restocking not being a concern for software and services.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Carahsoft delivers all of its orders on time. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule.

vii. Describe Offeror's return and restocking policy.

We do not offer a return policy on software and services, and due to the nature of the offered software licenses and services there are no restocking concerns.

viii. Describe Offeror's ability to meet service and warranty needs.

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Carahsoft's hours are from 8:30am - 5:30pm EST, but our vendors offer a variety of customer service hours, often providing avenues for 24/7 care.

x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment

xi. Describe Offeror's contract implementation/customer transition plan.

During the first ten days following contract award, the Carahsoft team will conduct additional discovery activities. We have identified the keys to establishing a successful project are open discussion, careful planning and proactive risk identification and mitigation.

The Carahsoft team will immediately work with the Region 4 ESC representatives, our staff and partners in a series of meetings and workshops from the executive level to the staff level to ensure the compliance of product delivery and contract requirements. This process is the first step in the Carahsoft Team's successful contract performance

On Day One of contract award, Carahsoft will launch our Region 4 ESC ten day marketing blitz. We will also begin to convert quotes in our CRM system to Region 4 ESC quotes. This transition will help provide Carahsoft with additional opportunities throughout the United States and will motivate customers to utilize different Region 4 ESC contracts in the process.

xii. Describe the financial condition of Offeror.

As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from $4M in bookings to more than $16.4B in 2023. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006-Present), Washington Technology's Top 100 Government Contractors (2010-Present), and the Washington Business Journal's Largest Government Contractors (2011-Present).

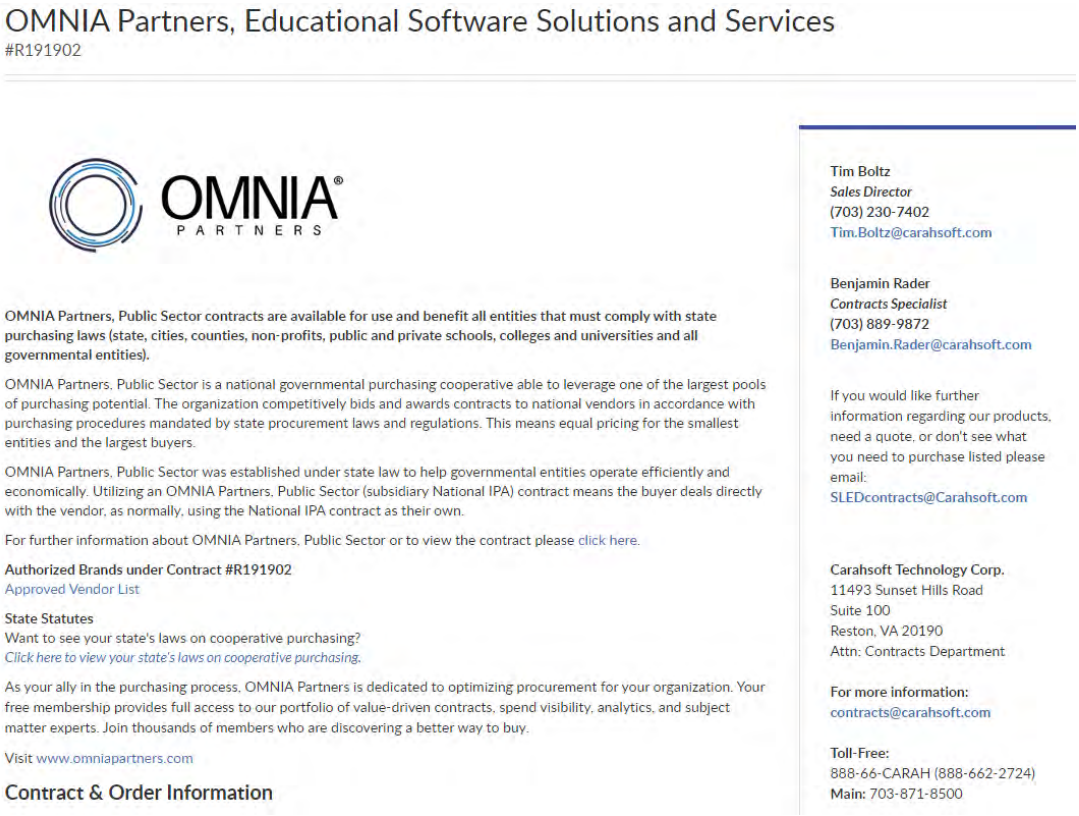
We currently maintain a $25M line of credit available (currently 100% available) with Xenith Bank. Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them.

Specific questions may be referred to Craig P. Abod, *President of Carahsoft Technology Corp.*

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as:

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information



OMNIA Partners, Educational Software Solutions and Services
#R191902

OMNIA PARTNERS

OMNIA Partners, Public Sector contracts are available for use and benefit all entities that must comply with state purchasing laws (state, cities, counties, non-profits, public and private schools, colleges and universities and all governmental entities).

OMNIA Partners, Public Sector is a national governmental purchasing cooperative able to leverage one of the largest pools of purchasing potential. The organization competitively bids and awards contracts to national vendors in accordance with purchasing procedures mandated by state procurement laws and regulations. This means equal pricing for the smallest entities and the largest buyers.

OMNIA Partners, Public Sector was established under state law to help governmental entities operate efficiently and economically. Utilizing an OMNIA Partners, Public Sector (subsidiary National IPA) contract means the buyer deals directly with the vendor, as normally, using the National IPA contract as their own.

For further information about OMNIA Partners, Public Sector or to view the contract please click here.

Authorized Brands under Contract #R191902
Approved Vendor List

State Statutes
Want to see your state's laws on cooperative purchasing?
Click here to view your state's laws on cooperative purchasing.

As your ally in the purchasing process, OMNIA Partners is dedicated to optimizing procurement for your organization. Your free membership provides full access to our portfolio of value-driven contracts, spend visibility, analytics, and subject matter experts. Join thousands of members who are discovering a better way to buy.

Visit www.omniapartners.com

Contract & Order Information

Tim Boltz
Sales Director
(703) 230-7402
Tim.Boltz@carahsoft.com

Benjamin Rader
Contracts Specialist
(703) 889-9872
Benjamin.Rader@carahsoft.com

If you would like further information regarding our products, need a quote, or don't see what you need to purchase listed please email:
SLEDcontracts@Carahsoft.com

Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, VA 20190
Attn: Contracts Department

For more information:
contracts@carahsoft.com

Toll-Free:
888-66-CARAH (888-662-2724)
Main: 703-871-8500

The following are examples of Dedicated Websites for current Carahsoft contracts:

- OMNIA Partners, Educational Software Solutions and Services #R191902
- OMNIA Partners, Cobb County, GA Technology Products, Solutions and Related Services # 23-6692-01
- NASA SEWP V Contract # NNG15SC03B/NNG15SC27B

xiv. Describe the Offeror's safety record.

Carahsoft has a clean safety record, as we carry no inventory to risk employee's safety,

xv. Provide any additional information relevant to this section.

We have no further information to provide in this section.

C) QUALIFICATION AND EXPERIENCE

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies. Formed by a group of seasoned professionals with decades of experience in sales, marketing and contract program management, Carahsoft has built our reputation as a customer-centric organization.

The Carahsoft team has a proven history of helping agencies find the best possible technology solution at the best possible value. Each customer works directly with a dedicated account representative to determine a solution tailored specifically to meet his or her needs. We combine our extensive knowledge of the technologies we provide, with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing.

Carahsoft will leverage its experience with state and federal procurement agencies to streamline the ordering process for the State of Texas. Carahsoft maintains state-wide contracts in Texas, Ohio, Pennsylvania, California, Florida, Illinois, Maryland, New York State, North Carolina, and Virginia. Additionally, Carahsoft Technology Corp. currently holds many of the proposed products on our GSA Schedule contract (47QSWA18D008F).

ii. Describe Offeror's reputation in the marketplace.

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain. However, As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry because the IT business requires cooperation on all levels. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed below and further on our awards page: http://www.carahsoft.com/awards

- Top Ranked GSA Multiple Award Schedule Contract holder for software
- #22 on Washington Business Journal's Largest Government Contractors List for 2023
- #31 on Washington Technology's Top 100 Government Contractors List for 2023
- Fed 100 Winner and Ernst & Young Entrepreneur of the Year, Craig P. Abod, President and CEO; Fed 100 Winner, John Lee, Vice President of Cloud Services

iii. Describe Offeror's reputation of products and services in the marketplace.

In addition to our awards above, Carahsoft maintains one of the largest partner networks in the industry and can provide a quote for any vendor in 30 minutes.

iv. Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

v. Describe the experience and qualification of key employees.

Carahsoft has managed and administered a variety of cooperative contracts for nearly 20 years, and our dedicated team members have hands-on experience working with OMNIA's needs and requirements. Our leadership team has ample management experience for Texas' account size and type as evidenced below:

Name	Title	Years of Experience
Craig P. Abod	President	40 years
Robert Moore	Vice President	25 years
Karina Woods	Director, Order Management	25 years
Julie Denworth	Director, Marketing	20 years
Tim Boltz	Director, Sales	15 years
Karlie Schachle	Manager, Contract Validation and Reporting	14 years
Madeline Hall Barfield	Manager, Contract Administration	12 years
Benjamin Rader	Contracts Specialist	2 years

Robert R. Moore, Vice President

- Senior Sales Executive with a 25 year accomplished career track
- Held senior sales management positions throughout a dynamic tenure in US Government Information Technology Sales
- Developed multiple successful; selling organizations from the ground up to revenues greater than $500M
- Has contributed to the development of several organizations from the start-up/ incubator phase into mature successful selling phases
- Successful and experienced at performing all aspects of monthly sales forecasting and competitive analyses to develop highly successful selling organizations
- 25 years of total experience in Government IT Sales in positions that have ranged from Technical Account Manager, Director of Sales and several Senior Sales Management posts

Julie Denworth, Vice President, Marketing

- 20 years of experience growing and managing marketing teams to support demand generation in the public sector
- 10+ years of experience as a senior marketing executive
- Committed to ensuring marketing operational success through implementation of best practices and careful assessment of value provided through each program
- Directed competitive research, lead generation activities, nurture programs, channel and internal communications / promotional programs

Karina Woods, Director, Order Management

- 20 years of experience with order management and data entry at Carahsoft, including processing invoices and billing transactions
- Billing and invoicing for software and services that are highly transactional in nature (consumption-based licensing models, cloud services, etc.)
- Tracking extremely large quantiles of orders on a daily, monthly, and yearly basis.
- Managing and tracking orders for Carahsoft's Billing Team, and providing the Billing Team with key information needed to invoice certain orders that are handled with attention to detail and focus

vi. Describe Offeror's experience working with the government sector.

Carahsoft has been providing best of breed hardware, software, and support solutions to federal, state, and local government agencies since 2004, processing over 388,969 orders. Additionally, over the past 20 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Carahsoft does not have any such actions.

viii. Indicate if Offeror is licensed to do business in all 50 states

Carahsoft is licensed to do business in all 50 states.

ix. Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.

Carahsoft has secured numerous contracts that enable Carahsoft and our partners to serve public sector customers throughout the United States and Canada. We are a topperforming contractor for the GSA Schedule, SEWP V and ITES-SW2 contracts. We hold several agency-specific contracts and Department of Defense Enterprise Software Initiative agreements and provide our EDU and SLG customers with access to technology via The Quilt contract, the NASPO Value Point and OMNIA Partners cooperating purchasing agreements, and numerous state and reseller contracts.

We have established strategic, long-term relationships with the industry's leading manufacturers including Adobe, Splunk, Google Cloud, Amazon Web Services, Microsoft, VMware, Salesforce, Zoom, DocuSign, Micro Focus Government Solutions, Dell Technologies, Snowflake, Palo Alto Networks, ServiceNow, Veritas, Broadcom, and SAP, among hundreds of other established and emerging technology providers.

Our partner ecosystem encompasses more than 4,000+ government contractors, resellers, and integrators who we support and enable with an entire suite of value- added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

By providing an unparalleled volume of proactive, government-focused sales and marketing, including 4,400+ educational events and campaigns annually, we drive demand for our partners. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other

major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

x. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Carahsoft actively administers and maintains several cooperative purchasing contracts for the General Services Administration (GSA), National Aeronautics and Space Administration (NASA), National Association of State Procurement Officials (NASPO), OMNIA Partners, Texas Department of Information Resources (among many others), and Public Services and Procurement Canada (PSPC).

Reference # 1	
Entity Name	Region 4 ESC
Contact Name and Title	Available upon request
City and State	Houston, TX
Phone Number	Available upon request
Years Serviced	4 years
Description of Services	Educational Software Solutions and Services
Annual Volume	$40M (est.)

Reference # 2	
Entity Name	OARnet
Contact Name and Title	Available upon request
City and State	Columbus, OH
Phone Number	Available upon request
Years Serviced	9 years
Description of Services	VMware products and services
Annual Volume	$750,000

Reference # 3	
Entity Name	NJedge
Contact Name and Title	Available upon request
City and State	Newark, NJ
Phone Number	Available upon request
Years Serviced	13 years
Description of Services	VMware, F5, and Nutanix hardware and software products and services
Annual Volume	$2,000,000

xi. Provide any additional information relevant to this section.

Not applicable.

D) VALUE ADD

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Carahsoft will provide the following additional value-added services at no additional cost to Region 4 ESC:

1. Dedicated Account Manager
2. Program Management
3. Training Webcasts & Access to Carahsoft Facilities
4. Proactive Marketing of the Contract
5. Monthly/Quarterly Reports
6. Dedicated Phone Lines & Live Chat
7. Dedicated Contract Microsite
8. Dedicated Email Address

The following is an in-depth description of the bulleted list above.

1. Dedicated Account Management

In support of the Contract, Carahsoft will provide a focused Account Manager (AM), who will be dedicated to supporting your requirements and this Contract. The AM will be responsible for all aspects of Contract management and be the single point of contact for providing technical help for all the products offered on this proposal.

Sales, order management, and contracting functions that Carahsoft will do for this contract include the following:

- Assistance with the established license distribution procedures
- Product expertise/assistance
- Configuration assistance
- Support for downloads
- Support for customers migrating from existing license contracts
- On demand historical download reports
- Contracts questions
- Assistance with product version, updates and upgrade questions
- Ensure timely delivery of Evidence of Entitlement (or related)
- Evidence of Entitlement (or related) supported by matching receipt
- Co-terming maintenance renewals and existing agreements

2. Program Management

Carahsoft will assign a Program Manager for this Contract who will provide strategic leadership and vision while executing the Contract. The Program Manager's responsibilities will include quality assurance, progress/status reporting, schedule, risk identification/handling/mitigation strategy and program reviews.

3. Training Webcasts & Access to Carahsoft Facilities

At no additional cost, Carahsoft will provide a regular training webcast for Region 4 ESC. These webcasts shall include information regarding new product releases, product patch/ upgrade information or short training webcasts should the need arise and educate users on the following:

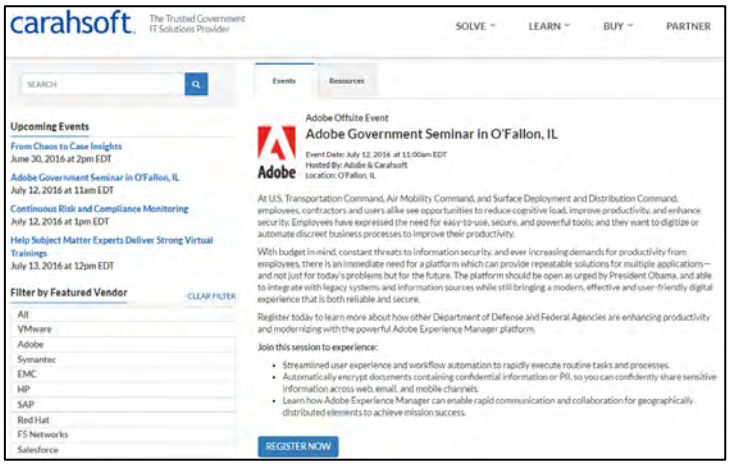
- The terms of the Contract
- Software available on the Contract
- Updates and upgrades as they become available
- New technologies as they become available

These webinars will also be archived and housed on the Contract website so users can view them on demand.

Region 4 ESC will have access to training facilities (user groups, vendor day, and product training) located at Carahsoft headquarters in Reston, Virginia, upon request.

4. Proactive Marketing of the Contract

Carahsoft conducted over 4,850 government specific marketing events in 2023. A few examples include:



- Quarterly Newsletters
- Annual government summits
- Brochures
- Product specific webcasts
- Onsite training seminars
- Representation at government shows
- Host Government User Groups
- Outbound Call campaigns
- Executive Forums
- News Announcements
- Social media promotion (Twitter, Linked In, Facebook, Carahsoft Community)
- Website content/reciprocal links (Carahsoft website page; content for contract sponsor page)
- Marketing materials (FAQs, contract overviews, solution spec sheets, powerpoint slides)
- Training documents
- Co-branded tradeshow graphics, giveaways, display materials
- Tradeshow participation (national, state and local government and education shows)
- Digital and print ads
- Email campaigns
- Proactive marketing opportunity available through:
  - National Coalition for Public Procurement (NCPP) – publicprocurementcoalition.org
  - Institute for Public Procurement (NIGP) – nigp.org
  - National Association of Counties (NACo) – naco.org
  - The United States Conference of Mayors – usmayors.org
  - National League of Cities – nlc.org

- National Governors Association – nga.org
- Relevant State Associations

Carahsoft feels that this proactive marketing will be valuable to Region 4 ESC in terms of promoting this Contract, as well as educating end user on the benefits of the Contract.

5. Monthly/Quarterly Reports

In managing similar Contracts with other government agencies, Carahsoft has developed numerous best practices with providing monthly usage reports. As part of this Contract, Carahsoft will provide monthly license distribution reports to include the following:

- Dates licenses were downloaded
- Dates licenses were shipped
- Ship to Point of Contact
- Number of Licenses
- Version numbers
- Deliver to address
- Current price of the software

This report will differentiate between existing licenses being rolled into the Contract, and new licenses deployed under this agreement. In addition to the monthly reports, Carahsoft will have the ability to produce on-demand usage reports as requested through the Account Manager.

6. Dedicated Phone Lines & Live Chat



Carahsoft will provide a dedicated phone line to be used exclusively for activities supporting this Contract. Both toll and toll-free lines will be made available.

The telephone number will be included on all quotations, emails, website(s), and other documentation regarding this Contract. This dedicated line rings simultaneously to a group of individuals working on this Contract, ensuring that calls are always answered live. Additionally, Carahsoft offers Live Chat capabilities through our homepage (www.carahsoft.com). The Live Chat feature will provide Region 4 ESC with another channel for contacting Carahsoft, and expedite the process for receiving immediate customer service.

7. Dedicated Contract Microsite

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as:

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information

The following are examples of Dedicated Websites for current Carahsoft contracts:

- OMNIA Partners, Educational Software Solutions and Services #R191902
- OMNIA Partners, Cobb County, GA Technology Products, Solutions and Related Services # 23-6692-01
- NASA SEWP V Contract # NNG15SC03B/NNG15SC27B

8. Dedicated Email Address

Additionally, a dedicated email address will be created in support of this at omniapartners@carahsoft.com or any email Region 4 ESC would like. As with the phone lines, these email aliases would be routed to all individuals at Carahsoft that support this Contract. In this manner, any inquiries received via email would be addressed immediately which would once again enable the quickest execution for all customer service actions.

EXHIBIT A - 3.0 SUPPLIER RESPONSE

3.1 Company

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

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

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

Carahsoft employees approximately 3,500 persons.

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

Carahsoft's main office is located at 11493 Sunset Hills Road, Reston, VA 20190.

D. Annual sales for the three previous fiscal years.

2021 - $10.6B
2022 - $12.5B
2023 - $16.4B

a. Submit FEIN and Dunn & Bradstreet report.

Please find our Dunn & Bradstreet Writeup provided in the designated section in the portal.
FEIN#: 52-2189693
DUNS: 088365767

E. Describe any green or environmental initiatives or policies.

As a value-added reseller, Carahsoft is committed to providing third-party commercial-off-the-shelf (COTS) IT solutions and services that empower our customers to innovate sustainably, and reduce their environmental footprints simultaneously. We integrate environmental considerations into our operations by prioritizing several areas of sustainability:

- Product/Solution Delivery: As a value-added reseller, Carahsoft primarily delivers for third-party COTS IT solutions and services, via Electronic Software Delivery (ESD). Delivering products and solutions via ESD helps our customers minimize their carbon and energy footprints by reducing the toxic emissions and waste that would be required to package, transport, and deliver a physical product/solution.

- Sustainable Facilities: Although Carahsoft is not directly involved in manufacturing any of the solutions that we resell, our office facilities have been configured to conserve resources and maximize energy efficiency. Each room in our main office includes motion-sensing lights, which are designed to conserve energy when a room/facility is not in use. We leverage Elkay EZH2O Bottle

Filling Stations that enhance sustainability by minimizing dependency on disposable plastic bottles. Our restrooms include sensor-activated flush valves, automatic soap dispensers, and paperless hand dryers that reduce paper and water waste. In an effort to promote recycling, we have included single-stream recycling bins and receptacles in various locations within our office.

- Sustainable Transit and Transportation: Carahsoft encourages our employees to leverage public transportation and shared transit in their commutes. Our office is within walking distance to multiple Fairfax Connector bus stations, and has been located within a half mile of a Washington Metropolitan Area Transit Authority (WMATA) metrorail station since 2015. Employees are reimbursed for expenses associated with mass transportation system, which encourages travel via means that will reduce fuel consumption and carbon emissions. We incentivize employees who carpool with other Carahsoft employees by providing them with parking permits that provide access to reserved preferential parking.

- IT Infrastructure: Carahsoft has configured our internal IT environment to leverage products, solutions, and devices that will minimize energy consumption to the maximum extent possible. Our workforce utilizes solutions from the Electronic Product Environment Assessment Tool (EPEAT) Registry and Energy Star programs, which are designed to use substantially less electricity when they are idle/not in use. We leverage a hybrid cloud environment, which drastically reduces our physical server footprint (and the amount of energy that would heat and cool a physical data center).

- Marketing and Digital Media: Carahsoft hosts hundreds of virtual events (webinars, webcasts, and similar) each year. These events are recorded and archived, so that they can be accessed at a later date. We leverage prominent social media platforms (Twitter, Facebook, and LinkedIn) to advertise events and promote content. This reduces the carbon emissions that result from hosting and/or attending on-site events, as well as the waste produced by promoting events and solutions via paper products.

- Solutions Portfolio: Carahsoft's unrivaled portfolio includes IT solutions and services that assist our customers with large-scale telework and online learning initiatives. We support hundreds of best-of-breed vendors that deliver solutions that enable telework, support collaboration, ensure business continuity, and scale communications channels and security. Many of the cloud vendors within our portfolio have implemented environmental energy efficiency plans for their data centers. Additionally, we support several industry-leading hardware providers with solutions in the EPEAT Registry and Energy Star programs.

Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement additional policies to further reduce our company's carbon footprint.

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

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very

diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBEor SDVOB certified businesses.

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

a. Minority Women Business Enterprise:

☐Yes ☒ No
If yes, list certifying agency: _____

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

☐Yes ☒ No
If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB): Yes / No
If yes, list certifying agency: _____

☐Yes ☒ No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone):

☐Yes ☒ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder:

☐Yes ☒ No
If yes, list certifying agency: _____

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

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

I. Describe how supplier differentiates itself from its competitors.

Carahsoft has a vast knowledge of Omnia which stems from our extensive experience and participation in the program. In addition to the experience with Omnia Carahsoft brings, we also exhibit key differentiators which set us apart from the industry and our competitors. Carahsoft's top three differentiating strengths include:

1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams.

Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demandincluding but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging.

2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system.

- Carahsoft seamlessly generates quotes within 30 minutes or less
- Carahsoft has a team dedicated to renewals sales and a leadershipgroup to ensure that each team is working at an optimal level.

3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including:

- Unique budget and procurement cycles
- Specific contract requirements and set-asides
- Audits, regulations and compliance
- The value of Prime Contractors and Systems Integrators and how to work with them
- Competitive marketplace
- Security Clearances
- Collection of A/R requires expertise and focus

Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

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

Not applicable.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or Version March 19, 2024
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Not applicable.

L. Describe any debarment or suspension actions taken against supplier

Not applicable.

3.2 Distribution, Logistics

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

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

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

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: https://www.carahsoft.com/buy#state-local

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

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

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

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

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

Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Carahsoft has no sections we wish to withhold from the Omnia website.

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

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

Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Carahsoft posts all contracts and agreement details on our website at the following link: https://www.carahsoft.com/buy#omnia-partners-public-sector. Upon award, Carahsoft will add the relevant contract details to the website above.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following:

- On-Site Events
- Webcasts
- Tradeshows
- Industry conferences
- Email Campaigns
- Digital and Print ads

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 4,850 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Carahsoft can commit to attend the NIGP Annual Forum.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

Carahsoft has a dedicated OMNIA contract page for our current contract here: https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources. Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Carahsoft holds a mulititude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

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

Carahsoft agrees to provide its logo to OMNIA partners for reproduction in marketing communications and promotions. We will be sure to request permission when reproducing the OMNIA Partners logo in our own marketing communications and promotions.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

As discussed above, Carahsoft will actively direct sales to Public agencies nationwide through this contract. We will be sure to include the above bullets in our initiatives.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

Carahsoft will appoint a contract manager upon award who will instruct any sales personnel on the details listed above.

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

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting

vi. Accounts Payable
vii. Contracts

The security and privacy of each of Carahsoft's employees are of the upmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

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

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

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

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

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

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

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

Carahsoft completed $16.4B in sales in 2023, however due to customer confidentiality Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record.

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

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

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

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

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

Carahsoft cannot guarantee a specific number of Contract Sales at this time.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Carahsoft will work with our Government customers to ensure we provide the best possible pricing for each individual deal and contract to ensure we are meeting and exceeding their needs.

ADDITIONAL REQUIRED DOCUMENTS

Carahsoft's W-9

Please see our W-9 below.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Carahsoft Technology Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11493 Sunset Hills Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Reston, VA 20190

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	2	–	2	1	8	9	6	9	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 1/2/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

New Jersey Business Registration Certificate

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CARAHSOFT TECHNOLOGY CORP
Trade Name:	
Address:	1860 MICHAEL FARADAY DR STE. 100 RESTON, VA 20190
Certificate Number:	1511213
Effective Date:	September 09, 2009
Date of Issuance:	February 04, 2019

For Office Use Only:

20190204164113764

Corporate Line Card

Please see our Corporate Line Card below.

carahsoft GOVERNMENT IT SOLUTIONS

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Federal, State and Local Government agencies and Education and Healthcare organizations. As the Master Government Aggregator® for our vendor and reseller partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more.

vmware	VMware is the global leader in virtualization and cloud computing solutions from desktop to datacenter. All 15 cabinet level agencies, military services, numerous DoD agencies, and many other federal agencies rely on VMware to avoid IT infrastructure costs, ensure continuity of operations and provide secure endpoints.	888-6VMWARE 888-686-9273
aws	Amazon Web Services provides a highly reliable, scalable, low-cost infrastructure platform in the cloud that powers hundreds of thousands of businesses in 190 countries around the world. With data center locations in the U.S., Europe, Brazil, Singapore, Japan, and Australia, customers across all industries are taking advantage of the low-cost, agile, flexible, and secure solutions that AWS offers.	888-662-2724
Symantec. A Division of Broadcom	Symantec enables government agencies to have confidence in their IT infrastructure. Helping agencies protect and manage mission-critical information and interactions, Symantec delivers software and services that address risks to security, availability, compliance and performance.	877-GOV-SYMC 877-468-7962
paloalto NETWORKS	Palo Alto Networks is the next-generation security company maintaining trust in the digital age by helping organizations prevent cyber breaches. Palo Alto Networks' security platform safely enables applications, users and content, empowering government agencies to securely and efficiently move their missions forward.	855-6NEXTGN 855-663-9846
VERITAS	Veritas Technologies is the global leader in enterprise backup and data recovery solutions. Agencies and organizations rely on the Veritas Enterprise Data Services Platform to automate enterprise data protection, ensure 24/7 availability of mission-critical and citizen-facing applications, and provide the insights needed to comply with evolving data regulations.	866-837-4827
splunk>	Splunk Inc. is the market leader in analyzing machine data to deliver Operational Intelligence for security, IT and the business. Splunk® software provides the enterprise machine data fabric that drives digital transformation. More than 13,000 customers in over 110 countries use Splunk solutions in the cloud and on-premises.	855-3-SPLUNK 855-377-5865
Trellix	Trellix is a global company redefining the future of cybersecurity. Trellix's security experts, along with an extensive partner ecosystem, accelerate technology innovation through machine learning and automation to empower over 40,000 business and government customers.	855-462-2333
DELL Technologies	Dell is a leader in enabling government agencies to transform their operations and deliver IT as a service. Through innovative products and services, Dell accelerates the journey to cloud computing, helping IT departments store, manage, protect and analyze information in a more agile, trusted and cost-efficient way.	866-DELL-2-GO 866-335-5246
f5	F5 Networks helps government organizations create an agile IT infrastructure that aligns with mission-critical demands. With F5 solutions in place, organizations gain strategic points of control wherever information is exchanged, from client devices and the network to application servers, data storage and everything in between.	877-95-F5GOV 877-953-5468
Red Hat	Red Hat understands that government agencies demand performance, transparency and value—and that's exactly what Red Hat offers. As the standard for Linux in governments, Red Hat's cloud, virtualization, storage and platform solutions bring freedom, collaboration and the power of open source to all government agencies.	877-RHAT-GOV 877-742-8468
Adobe	Adobe revolutionizes how agencies engage with ideas and information, transforming and extending government services to provide a richer, more productive, and trusted experience with constituents, personnel, and the military. Adobe helps government deliver information to the edge – anytime, anywhere, and through any medium.	877-99ADOBE 877-992-3623
salesforce	Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Since launching its first service in 2000, Salesforce's list of over 150,000 customers spans nearly every industry worldwide.	877-SFDC-007 877-733-2007
Google Cloud	Google Cloud is a trusted technology leader who understands how to help agencies transition from legacy architectures and utilize their data to fuel true mission success. Google Cloud provides cloud-native infrastructure with layered security, machine learning and analytics at web-scale to rapidly innovate and advance agency goals.	844-55-GOOGL 844-554-6645
SAP	SAP sets a new standard for innovation and performance in the public sector with integrated solutions that apply database technology, business analytics, applications, cloud computing and mobility to solve IT challenges. SAP brings intelligent ideas to the public sector that achieve mission-critical operations.	888-SAP-1GOV 888-727-1468
MICRO FOCUS	Micro Focus Government Solutions supports the needs of the U.S. public sector. Micro Focus Government Solutions' agile and modern software helps solve mission-critical IT challenges. Micro Focus Government Solutions is a purpose-built, U.S. based company that is committed to helping public sector organizations' mission.	888-554-7468

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carahsoft

GOVERNMENT IT SOLUTIONS

COMPLEMENTARY SOLUTIONS

VMWARE	10iG Technology, Arista, ClearCube, HYCu, Hytrust, Imprivata, Ivanti, Lightbend, Liquidware, NCS, Nutanix, Puppet, Rubrik, Teradici
SPLUNK	AcAlvio, Corelight, Cynerio, Discovered Intelligence, Exiger, Expanse, Infinidat, PencilData, Qmulos, RedFactor, Rhondos, SMS 360, Syncsort, Vectra
SAP	Acsis, Adobe, Apex, Apigee, Ariba, BMC, ClockWork, Cloudera, Datawatch, Dassian, Dell Technologies, GB&Smith, GoSecure, Greenlight Technologies, LC, Micro Focus Government Solutions, NimbleStorage, NoteShark, NS2, NS2 Labs, Onapsis, PingIdentity, Precise, Progress, Red Hat, Resilient, SAP, SAP + Qualtrics, SAP Concur, SAP SuccessFactors, VMware, Volume Integration
SERVICENOW	3CLogic, Apptio, Bravium, Dtech Apps, MobiChord, Mobile Reach, NNT, Nuvolo, Pagerduty, Platcore, Stave, Uxstorm

SOLUTION VERTICALS

MULTICLOUD	Accela, Acquia, Adobe, Akamai, Alfresco, AWS, Anaplan, Anchore, Apptio, Aqua, Aviatrix, Axway, Backblaze, BlackBerry, Box, Brightcove, C3.ai, CIS, CloudBees, CloudBolt, CloudCheckr, Commvault, Confluent, DarkOwl, Databricks, Dell Technologies, Denodo, Digital.ai, DocuSign, Domino, Druva,Elastic, EDB, Exterro, Genesys, GitLab, Google Cloud, Granicus, greymatter.io, GroundWork, HashiCorp, Hootsuite, Jive, Kion, Kiteworks, LinkedIn,Lookout,MicroFocusGovernmentSolutions,Microsoft,MongoDB,Neustar,NewRelic,Nutanix,Okta,Orion,OSIsoft,Outsystems,Proofpoint, QTS, Qualtrics, Qualys, Rackspace, Red Hat , Salesforce, SAP NS2, Saviynt, Secureworks, ServiceNow, Slack, Smartsheet, Software AG, Sonatype, Splunk,SwiftStack,Symantec,Teradici,TerraPixel,ThreatConnect,Trellix,Trustwave,Twilio,Tyler,Virtru,Virtustream,VMware,VoyagerLabs,Zscaler
CYBERSECURITY	1Kosmos, Agari, Akamai, ALTR, Anchore, Anomali, Aqua, Aquera, Armis, Attivo Networks, AvePoint, Bastille, Bayshore Networks, BeyoundTrust, Blackberry, BlackBerry Cyclance, Blancco, Blinkly, Cellebrite, CertiPath, Cloud Cover, Cofense, Conceal, Contrast Security, Crowdstrike, CyberArk, Dataguise, DataLocker, Digital Guardian, Druva, Dtex, Eclypsium, Entrust, Exabeam, Exterro, F5, Fidelis, FlashPoint, Forcepoint, Forescout, ForgeRock, Fornetix, Fortinet, Forward, Gigamon, GlobalScape, GoSecure, HashiCorp, HID, iBoss, Identity Automation, Imperva, Information Security, Infoblox, Inspired eLearning, IronNet, Keeper, Kion, Kiteworks, Lookout, Material, MediGate, Micro Focus, Mosse Security, Netskope, Netwitness, Netwrix, Neustar, Nlyte, Nucleus Security, Okta, OSIsoft, PaloAlto Networks, Ping Identity, ProofPoint, Qualys, RackTop, Radiant Logic, RangeForce, Rapid7, Recorded Future, RiskSense, RSA, Sailpoint, Samsung, SANS, Saviynt, Secureworks, Securoix, SentinelOne, SkyBox Security, SolarWinds, Sonatype, Splunk, Symantec, Tanium, Tempered Networks, Tenable, Thales, ThreatConnect, ThreatLocker, ThreatQuotient, Trellix, Trend Micro, Trusona, Trustwave, Tufin, Venafi, Veracode, VMware, Waterfall, White Canyon, Zeva, Zimpeium, Zscaler
OPEN SOURCE	Acquia, Alfresco, Anchore, CloudBees, Cloudera, Cockroach Labs, Confluent, Databricks, Ekahau, Elastic, EDB, ForgeRock, GitLab, GroundWork, H2O.ai, HashiCorp, Hitachi, Liferay, Lucidworks, Liquibase, Mattermost, MongoDB, Neo4j, Red Hat, Red Hat 3scale API Management, Red Hat Advanced Cluster Management, Red Hat Ansible, Red Hat Application Services, Red Hat Ceph Storage, Red Hat CodeReady Studio, Red Hat CodeReady Workspaces, Red Hat Decision Manager, Red Hat Enterprise Linux, Red Hat Gluster Storage, Red Hat Hyperconverged Infrastructure, Red Hat Integration, Red Hat Insights, Red Hat Integration, Red Hat JBoss, Red Hat Mobile App Platform, Red Hat OpenShift Container Platform, Red Hat OpenShift Data Foundation, Red Hat OpenStack, Red Hat Process Automation Manager, Red Hat Quay, Red Hat Runtimes, Red Hat Satellite, Red Hat Smart Management, Red Hat Storage, Red Hat Virtualization, Sonatype, Tetrate, Zimbra
AI & MACHINE LEARNING	ABBYY, Adobe, AWS, Alteryx, Basis Technology, BlackBerry, C3.ai, CalypsoAI, Chooch.ai, ClarifAI, Cloudera, Collibra, CORAS, CornerstoneAI, CrowdAI, CrowdStrike, CVEDIA, Darktrace, Databricks, DataRobot, Deep Labs, Dell Technologies, Delphix, Deltek, Denodo, Domino, Eightfold. AI, Fortinet, Google, H2O.AI, Heavy.AI, HPE, Informatica, IronNet, Kinetica, Kofax, Labelbox, Liqid, Micro Focus Government Solutions, Microsoft Azure, Microway, Modzy, NNData, Nuance, Nutanix, NVIDIA, NVIDIA Networking, Ocient, piXlogic, Red Hat, Rescale, Run.ai, Salesforce, SAP, SAP NS2, Senzing, SFL Scientific, Snowflake, Sophos, Splunk, Tableau, Tensor Networks, Titan Technologies, Trellix, UiPath, Vast Data, Vectra, Veritone
MOBILITY & TELEWORK	10ZiG, BlackBerry, Blancco, Blue Cedar, ClearCube, Deep Instinct, HYCU, Isec, Liferay, Liquidware, Lookout, MongoDB, NowSecure, Nutanix, Red Hat, Slack, Splunk, Swyft, Teradici, VMware
5G SOLUTIONS	AWS, CalChip, CID, Ciena, Commscope Ruckus, CTS, Dell Technologies, F5, Infinera, Infovista, Intel, JMA Wireless, MantisNet, Nokia, Orion, PaloAlto Networks, Red Hat, SAP, Telia Carrier, VMware
CX & ENGAGEMENT	ABBYY, Accela, Acquia, Adobe, Akamai, Alfresco, Atlassian, Box, Conga, Copado, Decision Lens, Delphix, DocuSign, ForgeRock, Genesys, Google Cloud, Granicus, Hootsuite, Jumio, Liferay, LinkedIn, Microsoft, Mural, New Relic, Nintex, Nuance, Okta, Orion, Qualtrics XM, Red Hat, Salesforce, ServiceNow, Skedulo, Slack, Software AG, Sprinklr, Tableau, Talkdesk, Tyler Technologies, WalkMe, Yext, Zencity, Zoom
IN-Q-TEL SOLUTIONS	Anomali, Apigee, Apptio, ArchSight, Basis Technology, Boundless, Box, Bromium, Cellebrite, CipherCloud, Cloudant, Cloudera, Contrast, Cylance, Databricks, DataRobot, Delphix, Digital Reasoning, Domino, Endeca, Finch Computing, Frame, Fusion-IO, geoiQ, GitLab, Heavy.AI, Hytrust, Ike, Immersive Wisdom, Initiate, Kofax, LabelBox, Language Weaver, LILT, Local Motion, Lookout, Lucidworks, Magnet Forensics, Markforged, memSQL, MetaCarta, Micro Focus Government Solutions, Mocana, Mongo DB, MotionDSP, NarrativeScience, Nicira, NovoDynamics, Nozomi, Okta, Optiolabs, Orbital Insight, Orion, Palantir, Paxata, Phantom, Pindrop, piXlogic, Platfora, QuantiFind, Recorded Future, ReversingLabs, SDL, SitScape, SilverTail, Skytree, Socrata, Software Government Solutions, Sonatype, Tenable, Teradici, Terrago, Thetus Corp. Trellix, Veracode, Vintri
LAW ENFORCEMENT	Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, Elsight, Flashpoint, Ghost Robotics, Google Cloud, Gridless Power, Icaros, ikeGPS, Informatica, Inspired Flight, Juniper Unmanned, Lightsense, Magnet Forensics, Mark43, Measure, Mi-Case, Microsoft, Microsoft Surface, NTrepid, Nuance, NVIDIA, Okta, piXlogic, Qii.Ai, Recorded Future, Red Hat, Reveal, SAFR, Salesforce, SkyX, Software AG, Sonim, Tableau, TransUnion, Trimble, VELARY, Veritone, Vidizmo, Vintra, VIQ, Voyager Labs, Wickr
FEDRAMP SOLUTIONS	AchieveIt, Acquia, Adobe, Akamai, Apptio, Armis, Authentic8, AvePoint, AWS, Axon, BlackBerry, BMC, Boomi, Box, Broadcom, C3.ai, CloudCheckr, Cofense, Collibra, Contegix, Copado, CORAS, CoSo Cloud, CrowdStrike, CyberArk, Databricks,DataRobot, Decision Lens, Delinea, Digital.ai, DocuSign, Druva, Eightfold.ai, Elastic, Exterro, FM:Systems, Forcepoint, Genesys, Google Cloud, Granicus, HackerOne, Hootsuite, IBM, iBoss, Infoblox, Informatica, Ivanti, Keeper Security, Kiteworks, Lookout, Micro Focus Government Solutions, Microsoft, MongoDB, MuleSoft, Netskope, New Relic, Nintex, Nuance, Nutanix, Okta, Orock, OwnBackup, PaloAlto Network, Proofpoint, Qualtrics, Qualys, Quzara, Rackspace, Rescale, RSA, SailPoint, Salesforce, SAP NS2, Saviynt, ServiceNow, SkyHigh, Slack, SmartSheet, Snowflake, Software AG, Splunk, Sprinklr, Tanium, Tenable, Trellix, Trello, Tyler Technologies, UiPath, ValiMail, Veracode, Veritone, Virtru, Virtustream, VMware, Vyopta, Wickr, Zimperium, Zoom, Zscaler
GEOSPATIAL	Accela, AeroCloud, Airversity, AutoDesk, Ball, Bentley, Better GIS, Chooch AI, CompassCom, CompassData, Dedrone, Digital Map, e-PlanSoft, FM:Systems, GeoNorth, Google Maps, Icaros, ikeGPS, Intermap, MapBox, NearMap, Qii.AI, Spire, Terra Pixel, TomTom, Trimble, Vehicle Tracking Solutions, Velary
HEALTHCARE	Adobe, BeyoundTrust, BlackBerry, CA Technologies, Cloudera, Collibra, Databricks, Dell Technologies, F5, Fidelis Security, Forescout, Gigamon, Google Cloud, Granicus, Gridless Power, HPE, Imprivata, Infoblox, Ivanti, John Snow Labs, Kofax, Micro Focus Government Solutions, MuleSoft, NCS, New Relic, Nuance, Nutanix, Nuvolo, Okta, Orion, piXlogic, Red Hat, Salesforce, Samsung, SAP, SentinelOne, ServiceNow, Snowflake, Splunk, Symantec, Tableau, Trellix, Trend Micro, Veritas, VMware, Zscaler

CARAHSOFT CONTRACT VEHICLES

GSA SCHEDULE	47QSWA18D008F, GS-35F-0119Y
SEWP V	Group A Other Than Small: NNG15SC03B, Group D Other Than Small: NNG15SC27B
ESI BPA CONTRACTS	Adobe: N00104-09-A-ZF31, N00104-12-A-ZF31, NNX13AA89Z, HSHQDC-13-A-00039; CollabNet: HC1028-11-A-0100; Micro Focus Government Solutions: N00104-13-A-ZF46; Intel: W5P1J-15-D-0008; IronKey: HSTS05-12-A-MED002; Red Hat Linux: HC1028-14-A-0002; SAP: N00104-08-A-ZF43 ServiceNow: N00104-13-A-ZF47; Splunk: DE-IM0000789; Symantec: N00104-13-A-ZF45; VMware/Dell: W91QUZ-09-A-0003; ForeScout: #N66001-18-A-0005

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EEOAA Evidence – EEO Report

Please see our EEO Report below.

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 11/30/2026

SECTION A – TYPE OF REPORT
SINGLE ESTABLISHMENT REPORT

SECTION B – EMPLOYER IDENTIFICATION

OFS COMPANY ID	EMPLOYER NAME
DA57607	CARAHSOFT TECHNOLOGY CORPORATION

ADDRESS	CITY/TOWN	STATE	ZIP CODE
11493 Sunset Hills Road, SUITE 100	RESTON	VA	20190

SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)

HQ/ESTABLISHMENT-LEVEL UNIT ID	HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME

HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS	CITY/TOWN	STATE	ZIP CODE

SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN)
522189693

SECTION E – EMPLOYER FILING ELIGIBILITY
☒ **YES** (Employer Is Eligible to File) ☐ **NO** (Employer Is Not Eligible to File) ☐ **EMPLOYER NO LONGER IN BUSINESS**

SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable)
Unique Entity ID (UEI): DT8KJHZXVJH5

☒ **YES** (Single-Establishment Employer is Federal Contractor) ☐ **YES** (Multi-Establishment Employer is Federal Contractor)

☐ **YES** (Headquarters is Federal Contractor) ☐ **YES** (Non-Headquarters Establishment is Federal Contractor)

☐ **YES** (One or More Non-Headquarters Establishments is Federal Contractor)

SECTION G – NAICS INFORMATION
513210 - Software Publishers

SECTION H – WORKFORCE DEMOGRAPHIC DATA

JOB CATEGORIES	Race/Ethnicity														Row Total
	Hispanic or Latino		Not Hispanic or Latino												
			Male						Female						
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	
Executive/Senior Level Officials and Managers	0	0	3	0	0	0	0	0	0	0	1	0	0	0	4
First/Mid-Level Officials and Managers	0	0	5	0	0	0	0	0	6	0	0	0	0	0	11
Professionals	26	60	141	3	20	0	0	12	417	17	59	2	0	30	787
Technicians	0	0	1	0	2	0	0	0	1	0	0	0	0	0	4
Sales Workers	102	76	872	113	54	3	4	50	883	47	32	5	5	60	2306
Administrative Support Workers	1	1	6	1	1	0	0	0	23	1	2	0	0	1	37
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CURRENT 2023 REPORTING YEAR TOTAL	129	137	1028	117	77	3	4	62	1330	65	94	7	5	91	3149
PRIOR 2022 REPORTING YEAR TOTAL	88	84	783	83	64	4	3	43	989	45	69	5	4	66	2330

SECTION I – WORKFORCE SNAPSHOT PERIOD
12/15/2023 - 12/31/2023

SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional)
Not Applicable

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) 2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)	EEOC Standard Form 100 (SF 100) Revised 08/2023 OMB Control Number: 3046-0049 Expiration Date: 11/30/2026

SECTION K – OFFICIAL CERTIFICATION OF SUBMISSION

EMPLOYER IDENTIFICATION

OFS COMPANY ID	EMPLOYER NAME
DA57607	CARAHSOFT TECHNOLOGY CORPORATION

ADDRESS	CITY/TOWN	STATE	ZIP CODE
11493 Sunset Hills Road, SUITE 100	RESTON	VA	20190

CERTIFICATION COMMENTS (optional)

No Certification Comments Provided

CERTIFICATION STATEMENT

"I certify that the information, including any workforce demographic data, provided in this report is correct and true to the best of my knowledge and was prepared in conformity with the directions set forth in the form and accompanying instructions."

Knowingly and willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.

DATE OF CERTIFICATION

5/14/2024 11:16 AM [EST]

EMPLOYER'S CERTIFYING OFFICIAL

Name of Employer's Certifying Official	Title of Certifying Official
Robert Moore	Vice President
Email Address of Certifying Official	**Telephone Number of Certifying Official**
robert.moore@carahsoft.com	703-871-8504

PRIMARY POINT OF CONTACT (POC) FOR EEO-1 COMPONENT 1 REPORTING

Name of Primary POC	Title and Employer of Primary POC
Robert Moore	Vice President Carahsoft Technology Corporation
Email Address of Primary POC	**Telephone Number of Primary POC**
robert.moore@carahsoft.com	703-871-8504

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES  Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ✓

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ˜

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ˜✓

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ˜

Does offeror agree? YES JK Initials of Authorized Representative of offeror

Offeror's Name: Carahsoft Technology Corporation
Address, City, State, and Zip Code: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190
Phone Number: 703-871-8500
Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative: Jennifer Kanach, Secretary
Email Address: Jennifer.Kanach@carahsoft.com
Signature of Authorized Representative: Jennifer Kanach
Date: 06/05/24

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Carahsoft Technology Corporation

Address, City, State, and Zip Code:
11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703-871-8500 Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative:
Jennifer Kanach, Secretary

Email Address:
Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative: Jennifer Kanach Date: 06/05/24

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

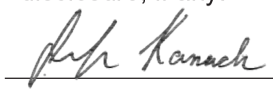
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Jennifer Kanach, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jennifer Kanach, Secretary

Name and Title of Contractor's Authorized Official

06/05/24

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Carahsoft Technology Corporation

Address, City, State, and Zip Code:
11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703-871-8500 Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative:
Jennifer Kanach, Secretary

Email Address: Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative: Jennifer Kanach

Date: 06/05/24

NEW JERSEY BUSINESS COMPLIANCE

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

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

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

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

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Carahsoft Technology Corporation

Organization Address: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Craig P. Abod	612 Innsbruck Avn, Great Falls, VA 22066-2631

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

Full Name (Print):	Jennifer Kanach	Title:	Secretary
Signature:	Jennifer Kanach	Date:	06/11/24

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss: Fairfax, VA

I, Jennifer Kanach (name of affiant) residing in Reston (name of municipality)
in the County of Fairfax and State of Virginia of full age,
being duly sworn according to law on my oath depose and say that:

I am Secretary (title or position) of the firm of Carahsoft Technology Corp (name of firm)

_____ the bidder making this Proposal for the bid

entitled Software Solutions and Services (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Carahsoft.

Subscribed and sworn to Coley Smith
before me this day

Signature

June 11, 2024

Jennifer Kanach
(Type or print name of affiant under signature)

Virginia
Notary public of

My Commission expires 10/31/26

(Seal)

Coley A Smith
Commonwealth of Virginia
Notary Public
Commission No. 7980965
My Commission Expires 10/31/2026

Version March 19, 2024

DOC #3

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

Company Name: Carahsoft Technology Corporation

Street: 11493 Sunset Hills Road, Suite 100

City, State, Zip Code: Reston, VA, 20190

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

   OR

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

   OR

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

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

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

B. Approved Federal or New Jersey Plan – certificate enclosed

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

06/11/24
Date

, Secretary
Authorized Signature and Title

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Carahsoft Technology Corporation		
Address:	11493 Sunset Hills Road, Suite 100		
City:	Reston	State: VA	Zip: 20190

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Jennifer Kanach	Secretary
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

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

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

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

R

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: Craig P. Abod Home Address: 612 Innsbruck Avn, Great Falls, VA 22066-2631	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 11 day of June, 2024.

(Notary Public) Coley Smith

My Commission expires: 10/31/26

Coley A Smith
Commonwealth of Virginia
Notary Public
Commission No. 7980965
My Commission Expires 10/31/2026

Jennifer Kanach

(Affiant)

Jennifer Kanach, Secretary

(Print name & title of affiant)

(Corporate Seal)

Version March 19, 2024

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: #24 - 03 Software Solutions and Services

VENDOR NAME: Carahsoft Technology Corporation

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

CHECK THE APPROPRIATE BOX

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

OR

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

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

Jennifer Kanach
Signature

06/11/24
Date

Jennifer Kanach, Secretary
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

(●) A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Jennifer Kanach, Secretary	FEIN: 52-2189693
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Carahsoft Technology Corp	703-871-8500
Vendor's Name	Vendor's Phone Number
11493 Sunset Hills Road, Suite 100	703-871-8505
Vendor's Address (Street Address)	Vendor's Fax Number
Reston, VA 20190	Sales@carahsoft.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

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

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

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

Please see Carahsoft's New Jersey Business Regristration Certificate under our main RFP response in the "Products and Pricing" section in the portal.

DOC #9

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

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

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

Name: Jennifer Kanach Title: Secretary

Signature: Jennifer Kanach Date: 06/11/24

DOC #10
MACBRIDE-PRINCIPLES

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

BID SOLICITATION # AND TITLE: #24 - 03 Software Solutions and Services

VENDOR NAME: Carahsoft Technology Corporation

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

CHECK THE APPROPRIATE BOX

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

OR

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

CERTIFICATION

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

Signature

06/11/24
Date

Jennifer Kanach
Print Name and Title

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Solicitation Number: RFP #120122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Presidio Networked Solutions LLC, 8161 Maple Lawn Blvd., Suite 150, Fulton, MD 20759 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Unified Communication and Contact Center Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

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general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

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all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

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§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/15/2023 | 1:04 PM CDT

Presidio Networked Solutions LLC

DocuSigned by:
By: Jackie Arnett
E681680BF2D048C...

Jackie Arnett
Title: Contracts Director
Date: 3/21/2023 | 1:44 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 3/21/2023 | 3:33 PM CDT

RFP 120122 - Unified Communication and Contact Center Solutions

Vendor Details

Company Name:	Presidio
Address:	8161 Maple Lawn Blvd., Suite 150 Fulton, MD 20759
Contact:	Jackie Arnett
Email:	jarnett@presidio.com
Phone:	812-350-0808
HST#:	58-1667655

Submission Details

Created On:	Friday October 14, 2022 13:51:01
Submitted On:	Wednesday November 30, 2022 11:04:59
Submitted By:	Jackie Arnett
Email:	jarnett@presidio.com
Transaction #:	11202131-acd1-46f2-86f1-ef50c64d35be
Submitter's IP Address:	35.138.149.51

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Presidio Networked Solutions LLC.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Presidio Networked Solutions LLC.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Presidio Networked Solutions LLC.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Presidio’s CAGE code is 0KD05.	*
5	Proposer Physical Address:	Presidio Networked Solutions LLC 8161 Maple Lawn Blvd. Suite 150 Fulton, MD 20759	*
6	Proposer website address (or addresses):	www.presidio.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	The authorized representative to negotiate and agree to contractual terms on behalf of Presidio and authorized to bind Presidio legally to a formal contract is: Jackie Arnett, Contracts Director 8161 Maple Lawn Boulevard, Suite 150 Fulton, MD 20759 jarnett@presidio.com Phone: 812-350-0808	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Charlie Pierce, Capture Manager 3340 Peachtree Road, Suite 2700 Atlanta, GA 30326 cpierce@presidio.com Phone: 678-504-6269	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jackie Arnett Contracts Director 8161 Maple Lawn Blvd., Suite 150 Fulton, MD 20759 Jarnett@presidio.com Phone: 812-350-0808	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	As a global solution provider, Presidio combines experience and stability with regional expertise and service, so Sourcewell and its clients can rest assured we will be there to help you locally with the ability to cover your business needs. Presidio collaborates with technology vendors who drive innovation and are indisputable leaders of the IT industry. Our significant investment with select strategic partners allows us to achieve broad and deep sets of technical capabilities. Our 98 percent client retention rate and annual growth rates demonstrate our passion for driving client results. We are not just trusted partners; we enable new thinking that can benefit Sourcewell and its clients now and in the future.Presidio's superior expertise is our core strength. Our clients view Presidio as an extension of their organization proactively working with them to identify opportunities and apply solutions that improve technology challenges and satisfy business objectives. By taking the time to understand how our clients define success, Presidio designs enduring solutions that meet your immediate needs, and prepare you for tomorrow. One of Presidio's main competitive advantages is our ability to integrate complex, multi-technology environments. We have the technical expertise to navigate and assess unique IT challenges, interpret requirements, and transform the latest technology innovations into meaningful enhancements to our clients' existing infrastructure. We combine the strategic vision, planning skills, and business acumen typically found in only the largest consulting companies, with the actionable, results-oriented approach of systems integrators. Recognized as a leading partner by multiple collaboration vendors, Presidio focuses on defining the integration realities, not just the possibilities, within all aspects of the collaboration product sets, regardless of which vendor is chosen. We believe clients deserve to have confidence in the collaborative enterprise solution that best fits their needs. Core Values At Presidio, our core values define our culture. They are our guiding principles and our fundamental beliefs. We are always looking for top talent that can embody the following values: • Teamwork – We foster a collaborative, respectful work environment that brings together our diverse talents and extends to our customer relationships. We believe that when everyone is working together, success follows. • Execution Excellence – We are passionate, practical, responsive, and relentless in delivering the right solutions to our customers and partners. • Integrity – We are experienced professionals who work to the highest standards of ethics and honesty. • Forward Thinking – We are visionary in our approach, constantly looking ahead to anticipate what is next. We strive to be leaders in everything we do. Please reference attached RFP document OCG Sourcewell Proposal Response_Presidio for detailed response.	*
11	What are your company's expectations in the event of an award?	Our mission is to enable Sourcewell and its clients to capture economic value from the digital transformation of their businesses by developing, implementing, and managing world class, cloud-ready, secure, and agile IT infrastructure solutions for UC and contact centers. We deliver this technology expertise through a full lifecycle model of professional, managed, and support services including strategy, consulting, implementation, and design. Presidio will negotiate in good faith the proposed terms and conditions or agreements that may be incorporated into a contract between the parties as a result of this RFP. Upon agreement, Presidio will assign Sales Account Managers to assist Sourcewell members and communicate the new procurement contract.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Presidio is a financially secure and diversified company generating well over $3.7B of revenue per year. We have an exceptionally strong balance sheet that has enabled us to sustain annual growth rates. At a time when the technology industry in particular has weathered challenging market conditions, Presidio has remained a picture of stability, growth, and excellence in leadership and management. Our financial stability and access to ample credit ensures our ability to support our customers with any resources required. Since Presidio is not a publicly traded company, we do not provide financial information as a standard course of business. However, we have provided a bank letter, independent auditor report letter, and D&B report as attachments.	*
13	What is your US market share for the solutions that you are proposing?	Presidio was ranked as one of the 2022 top 25 Solution Providers in the US by CRN Magazine. CRN's 2022 Solution Provider 500 List ranks the top integrators, service providers, and IT consultants in North America by services revenue. For additional information, see https://www.crn.com/slide-shows/channel-programs/the-25-top-solution-provider-companies-2022-solution-provider-500/3.	*
14	What is your Canadian market share for the solutions that you are proposing?	Presidio was ranked as one of the 2022 top 25 Solution Providers in the US by CRN Magazine. CRN's 2022 Solution Provider 500 List ranks the top integrators, service providers, and IT consultants in North America, which includes Canada, by services revenue. For additional information, see https://www.crn.com/slide-shows/channel-programs/the-25-top-solution-provider-companies-2022-solution-provider-500/3.	*

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Presidio has never engaged in any bankruptcy proceedings and currently is not involved in any lawsuits.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Presidio is best described as a Distributor/dealer/reseller.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Our engineering team's expertise ranges from enterprise and solutions architects, who have extensive knowledge of cross domain integrated software-hardware systems, to a large number of domain-specific engineers who are experts in networking, storage, cloud systems, DevOps, automation, software-defined data centers, IoT technologies, collaboration, and many other technologies. Although these domain-specific engineers are experts in specific technologies, they are also experts across multiple vendors within those domains. Presidio staff hold certifications from vendors like Cisco, EMC, Dell, VMware, Amazon Web Services, Google Cloud Platform, Microsoft (cloud and on-premises technologies), Pure Storage, Nutanix, Palo Alto, and many others. Because of this, our engineers undergo training continuously with our technology partners. To formalize that process, Presidio has created our Engineering Training and Enablement Program. In addition, Presidio has a Technical Enablement Track that provides a guideline of expectations or roles and career growth plans for Presidio's engineering resources. It is utilized for existing employees as an assessment of where an individual currently is and areas of needed or desired growth. It is reviewed quarterly or annually with the employee's direct manager. It is utilized to determine each individual's plan based upon market need, technology trends, and gaps in their current skillset, all while taking into account the individual's interests and passions. The Technical Enablement Track is maintained by Presidio's Advisory Board in the technology practices of collaboration, data center (including cloud), mobility, networking, and security (including cyber security). Please reference attached RFP document OCG Sourcewell Proposal Response_Presidio for detailed response.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Presidio has had no suspensions, debarments, or litigation that would adversely affect our ability to fulfill our obligations under this contract.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	GLOBAL, REGIONAL, AND NATIONAL INDUSTRY AND PARTNER AWARDS Presidio recognizes awards and certifications are not the most important measurement of our success; however, they help tell our story. Presidio has been recognized by partners and various business associations for special achievements and expertise, performance, and customer satisfaction. We value and are proud of these accolades, as they are important benchmarks in our industry. Please reference attached RFP document OCG Sourcewell Proposal Response_Presidio for detailed response.	*
20	What percentage of your sales are to the governmental sector in the past three years	Presidio's corporate policy is not to disclose individual customer information of this nature in our proposals. Presidio is a leading IT solutions provider servicing middle market, enterprise, and government clients. While we have certain customers that represent more of our revenue than others do, no one customer represents a significant percentage of our overall business. The following table presents Presidio's top 14 customer vertical markets by revenue. Please reference attached RFP document OCG Sourcewell Proposal Response_Presidio for detailed response. State and Local Government FY21 14%	*
21	What percentage of your sales are to the education sector in the past three years	Presidio's corporate policy is not to disclose individual customer information of this nature in our proposals. Presidio is a leading IT solutions provider servicing middle market, enterprise, and government clients. While we have certain customers that represent more of our revenue than others do, no one customer represents a significant percentage of our overall business. The following table presents Presidio's top 14 customer vertical markets by revenue. Education FY21 10% Please reference attached RFP document OCG Sourcewell Proposal Response_Presidio for detailed response.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAME OF STATE OR COOPERATIVE PURCHASING CONTRACT CONTRACT NUMBER ANNUAL SALES PAST THREE YEARS Allied State Cooperative (ASC) Texas Region 19 19-7332 $1,167,065 Allied State Cooperative (ASC) Texas Region 19 22-7429 $191,035 BuyBoard 661-22 $122,172 General Services Administration (GSA) GS-35F-333GA $1,161,805 Massachusetts Higher Education Consortium (MHEC) MHEC-MC13-F05 $386,879 Midwestern Higher Education Compact (MHEC) 08012021 $545,336 MiCTA 179AN-TISA2018-0820 $228,265 NASPO AR3113 $7,499,329 TIPS 210503 $7,333,851 Please reference attached RFP document OCG Sourcewell Proposal Response_Presidio for detailed response.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Presidio holds the GSA Schedule 70 contract vehicle for the following: • Special Item Number (SIN) 132-8: Purchase of New Equipment • Special Item Number (SIN) 132-51: Information Technology Professional Services • Special Item Number (SIN) 132-56: Health Information Technology Professional Services Below is a list of Presidio GSA contracts. General Services Administration (GSA) NAICS Code: 541512 - Computer Systems Design Services. PSC Category: D399 - Other ADP and Telecommunications Services (includes data storage on tapes, compact disks, etc.) GS35F333GA $1,900,572.13	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Oregon Employment Department	Desi Villaescusa	503-947-1621	*
Orange County Government	Ray Sirizi	407-496-3986	*
FL Department of Highway Safety & Motor Vehicle	Keneshia Williams	850-617-2092	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of North Carolina	Government	North Carolina - NC	Product and Professional Services including Unified Communications and Contact Center	Range from $34 to $10,742,831	$147,581,655	*
State of California	Government	California - CA	Product and Professional Services including Contact Center	Range from $139 to $10,747,291	$144,248,548	*
City of New York	Government	New York - NY	Product and Professional Services including Unified Communications and Contact Center	Range from $6 to $22,298,907	$585,953,019	*
State of Illinois	Government	Illinois - IL	Product and Professional Services including Unified Communications and Contact Center	Range from $23 to $15,509,781	$134,244,382	*
County of Los Angeles, CA	Government	California - CA	Product and Professional Services including Unified Communications and Contact Center	Range from $135 to $6,445,423	$105,146,344	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Presidio has robust pre- and post-sales support organization including Sales, Inside Sales, Solution Architects, Systems Engineers, and deployment personnel to design, architect, deploy, and provide post-deployment support. Presidio has 1,099 full-time Sales Professionals. The table below provides a breakdown of Sales professionals by role.	*
27	Dealer network or other distribution methods.	As one of the largest national IT integrators, we have strong relationships with all our suppliers, hold the highest partnership levels, and are eligible for the deepest discounts on their products and services. We leverage this economy of scale to provide our customers with the best pricing whenever possible.	*
28	Service force.	Presidio has 2,000 engineers to assist our clients in designing, procuring, implementing, and managing IT infrastructures. We provide services to our client base covering cloud, modernizing infrastructure, workforce transformation, and security, including networking, data centers, mobility, security, collaboration, and contact centers.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders are handled by Presidio directly. Presidio provides multiple ways to place and track a client's orders. We have extensive Sales Operation teams of SLED-dedicated professionals that clients can interact with by phone/fax or email to provide quotes and place orders. Teams are assigned to specific accounts and have backup to assist customers when they are not available.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PROJECT MANAGEMENT Presidio will provide a Project Coordinator, who will be the point of contact for Presidio with regards to any contract. Included for our standard project coordination offering for this engagement are: • Remote only coordination • Project kickoff (remote) • Resource scheduling and oversight • Escalation facilitation Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this contract. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This PM is responsible for timely completion of the scope, schedule, and budget utilizing Presidio's Program and Project Management (PPM) Methodology. Included for our standard project management offering for this engagement are: • Project kickoff (remote) • Milestone level tracking • Resource scheduling and oversight • Escalation facilitation • Working calls as required (remote) • Project closeout (remote) • Remote kickoff meeting • Planning and design session facilitation • Deliverable/milestone tracking (High-Level Plan) • Resource scheduling and oversight • Escalation facilitation • Working calls as required • Regularly scheduled status meetings • Agenda, meeting minutes, and risk/issue/action item tracking • Scope/budget management • Project closeout • Remote/on-site kickoff meeting with presentation • Planning and design session facilitation • Project plan development and management • Resource scheduling and oversight • Escalation management • Working calls as required • Regularly scheduled remote/on-site status meetings • Agenda, meeting minutes and risk/issue/ item tracking • Scope/budget management • Project closeout on-site/remote meeting Please reference attached RFP document OCG Sourcewell Proposal Response_Presidio for detailed response.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Presidio has 42 offices in the United States serving all states. We are happy to provide our products and services to all Sourcewell entities throughout the country.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Presidio services all of Canada through our office in Toronto. We are happy to provide our products and services to all Sourcewell entities in the country.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas of either the United States or Canada that Presidio does not serve.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Presidio serves all areas of the United States through our offices across the country.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no additional requirements for serving clients in Hawaii, Alaska, and US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Presidio understands that an award of a Cooperative Purchasing contract alone will not guarantee business. We will align our goals with Sourcewell members including, but not limited to, simplified procurement, pre- and post-sales support, and partnering to overcome obstacles to implementing IT solutions. We realize our responsibility and the importance of communicating our products, services, and solutions to the market. Through properly planned marketing campaigns, we are confident we can generate business and success for Sourcewell members and Presidio. We have demonstrated our marketing expertise effectively with other programs and contract vehicles, and we are well known for driving attendance to our customer events and seminars, becoming a go-to partner for these types of initiatives. Presidio is positioned well to expand our products and services offerings throughout the U.S. significantly. Our goal is to be "deep and wide" with the products and services that we offer our customers and to be a trusted advisor and turnkey solution provider when we engage on complex projects. It is critical the contract holder is able to provide services and support around the solutions listed in the RFP. Presidio has made sure to invest with manufacturers in which we have the highest regarded services and support in the industry. Presidio conducts significant business with Federal, state, and local government; K-12 and higher education; and non-profit clients nationwide. One of our primary goals if awarded will be to educate these customers on the benefits of using the Presidio Sourcewell Cooperative Purchasing contract. Customers can take advantage of simplified procurement and partner with Presidio's Account Team to ensure successful adoption of their purchases. Presidio will make sure Sourcewell members are aware of our pre-sales and post-sales support model. Our geographic presence in offices strategically located throughout the U.S. and worldwide enables us to support our Sourcewell Cooperative Purchasing contract with nationwide coverage for sales, marketing, and technical support. We will call upon our experience with existing programs and contract vehicles and leverage our current customer base as a foundation. With our coverage model, expertise, and existing customer base, we will continue our growth momentum and bring new business through this contract. Our customer engagement model is a high-touch, local presence focusing on value-based solutions. Our national marketing team will lead our efforts to market the Sourcewell Cooperative Purchasing contract through webinars to educate clients on platform offerings and how to source these types of services through Sourcewell. Our marketing plan may encompass outbound calling campaigns, advertising, clinics, seminars, demonstration facilities, and trade shows to present our products and services solutions offerings under this contract to potential customers. We also advertise in various trade publications. Additionally, our corporate website will include a dedicated Sourcewell members' web page featuring the latest information and access to program and contract documentation. Presidio views this contract opportunity as a strategic vehicle for continued success in bringing new solutions to our clients. We are confident we will continue substantial momentum and penetration in the SLED vertical with our solution offerings. Please reference attached RFP document OCG Sourcewell Proposal Response_Presidio for detailed response.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	TECHNOLOGY AND DIGITAL DATA Presidio utilizes trusted platforms to analyze data and promote solutions and services. The Marketing team develops organic digital and social media campaigns based on company focus, sales goals, and customer needs. We measure the effectiveness of the marketing campaigns based on clicks, impressions, meetings, and total return on investment. MEDIA PLACEMENT A highlight of Presidio's marketing strategy is focusing media placements on the benefits of our Sourcewell Cooperative Contract, which will drive visibility, awareness, and new business inquiries. The following tables provide a sample of the media outlets in which Presidio is featured regularly. Please reference attached RFP document OCG Sourcewell Proposal Response_Presidio for detailed response.	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Presidio values the partnership opportunity we have with Sourcewell, and we would capitalize on the assistance provided to awarded vendors. Presidio will leverage the resources provided by the Sourcewell marketing partnership, which serves to ensure the success of Sourcewell member's preferred vendors in building business, identifying opportunities, increasing sales, and providing members with the highest level of service consistently. Presidio will use the Sourcewell Supplier Resources webpage (www.sourcewell-mn.gov/sourcewell-for-vendors/resources) to learn about marketing materials, vendor training videos, vendor forum events, and trade shows. As we broaden our reach to more Sourcewell members, we will continue to add member-requested manufacturers to our portfolio. Our top priority is serving Sourcewell members with a catalog offering, no-cost design resources, and pre- and post-sale services to overcome Sourcewell member's IT obstacles and achieve their goals.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Presidio has extensive experience and capabilities supporting our clients' electronic catalog environments, enabling our clients to order products, software, and services online efficiently and conveniently. The MyPresidio web portal can integrate with procurement platforms that support the cXML protocol. As a result, we support multiple catalog interfaces for customers, such as SAP, Ariba, Workday, and Coupa. Customers who do not use the MyPresidio portal can rely on their individual Account Managers for expertise and assistance in procurement activities and issues. MyPresidio offers self-serve options 24/7, which makes it easy and convenient to access the information our clients need. They can browse products, request quotes, and place orders. Clients can track status of orders and shipments. Clients can review maintenance contracts and get renewal notifications. Clients can connect their eProcurement system to MyPresidio for a faster and more seamless experience. They can get insight into past, present, and future business with Presidio whenever and wherever they need it. KEY BENEFITS Procurement • Integrate your eProcurement system with Presidio • Request, approve quotes, and click to purchase • Purchase products and customized bundles Orders • View and track orders • Receive shipment notifications • Run and subscribe to automated reporting Contracts • View maintenance contracts • Manage renewals • Run and subscribe to automated reporting Invoices • View invoices and submit inquiries	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All products, equipment, and operator training programs are specific to manufacturers and solutions; none are standard. Presidio offers weekly, if not daily, opportunities to host in-depth conversations about different technology solutions. We can cater specifically to the customer, with both no-cost and for-cost training. Our goal is to partner with Sourcewell members to transfer the knowledge necessary to be successful, while staying within their budget. Standard • Pre-Sales Solution Architects are available to assist in pre-sales products, equipment, and solution design. • Pre-Sales Solution Architects are available to develop Sourcewell member IT visions. Optional • Professional Services – As part of an engagement, our engineers are available to hold training classes with the customer's staff to pass along knowledge about the implementation, upkeep, and maintenance necessary to keep the solution optimized and secure. These services are standard for most Presidio engagements, but the customer has the option of declining them if they feel they possess the knowledge already. A Presidio Statement of Work (SOW) is customizable to meet the customer's needs and requirements. • Post-Sales Documentation – All Presidio SOWs include deliverables outlining the implementation as it was installed. These documents become the property of the customer when the project is completed. • Third Party Classes – Presidio represents multiple training vendors that can provide training on the products we support.	*

41	Describe any technological advances that your proposed products or services offer.	Presidio collaborates with technology vendors who drive innovation and are indisputable leaders of the IT industry. Our significant investment with select strategic partners allows us to achieve broad and deep sets of technical capabilities. Our 98 percent client retention rate and annual growth rates demonstrate our passion for driving client results. We are not just trusted partners; we enable new thinking that can benefit Sourcewell members now and in the future.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	ENVIRONMENTAL AND ENERGY SUSTAINABILITY Presidio, as a leading provider of business enablement solutions delivered through advanced IT infrastructure and managed outsourcing solutions, is driven to promote advanced technologies for enterprise, commercial, and government customers. These advanced technologies transform approaches to the environment, to energy, and to the economy. Through technology and our business, we facilitate innovative and environmentally sustainable business operations for Presidio and our customers. By design, Presidio’s core business dramatically reduces overhead cost, operations cost, and total cost of ownership for our clients’ business operations. WHAT GREEN MEANS TO PRESIDIO Presidio participates in contemporary efforts to reduce, recycle, and re-use. We recognize the IT hardware industry is one of the leading contributors of toxic metals in ecosystems, carbon emissions, fossil fuel usage, hazardous chemical dispersal, and prodigious consumption of raw materials. For example, Presidio understands transporting and disposing of 1- to 3-year-old IT components takes a harmful toll on the world we live in, leaving roughly 40% of hardware raw materials in the landfill. We know this is not a sustainable model for the future. The Environmental Protection Agency (EPA) encourages companies to evaluate multiple environmental impacts of every product throughout the product’s lifecycle – raw material acquisition, manufacture, packaging and distribution, use, and disposal. The impact measurements in the following table identify areas of opportunity for reduced effects on the environment. GREEN: LIVING LIGHT ON THE EARTH Presidio takes these negative effects on the environment very seriously. We take the initiative and adapt to be a source for responsible solutions with the least environmental impact. Presidio’s core business and company programs include: • Conducting internal corporate environmental sustainability programs and supporting the use of local renewable energy sources to offset daily company energy consumption • Renewing and recycling products and consumables • Presidio’s core business and corporate programs support achievement of company Environmental and Energy Sustainability (EES) Plan objectives by facilitating internal sustainability, renewal and recycling, and recovery of assets to reach the goal of “living light on the earth” INTERNAL SUSTAINABILITY PROGRAMS Presidio promotes and conducts formal and informal internal sustainability programs—from recycling to encouraging employee carpooling, to reducing waste through automation—to minimize negative impacts on the environment. For example, Presidio uses pay voucher and employee reimbursement automation to eliminate cost and waste in postage, paper, and packaging. Please reference attached RFP document OCG Sourcewell Proposal Response_Presidio for detailed response.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable. Because Presidio is a reseller of products manufactured by others, we are not issued third-party eco-labels, ratings, or certifications.vvvv	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	SUPPLIER DIVERSITY AT PRESIDIO Presidio is not a certified MWBE or LDB. Presidio, founded as a Woman-Owned Small Business in 1986, has grown into a $3 billion company that supports and clearly understands the importance of subcontracting with Minority- and Woman-Owned Business Enterprises (MWBEs) and Local Developing Businesses (LDBs) whenever opportunities arise for small entrepreneurships to be successful. Presidio created a Small Business Supplier Development Program (SBSDP) to promote the company's development and use of Small Business concerns, including Small Disadvantaged Business (SDB), Woman-Owned Small Business (WOSB), HUBZone Small Business (HUBZone), Veteran-Owned Small Business, Service-Disabled Veteran-Owned (SDVO) Small Business, and Native American-owned Small Business concerns. Presidio believes in the importance of supplier diversity and is committed to ensuring that it is an integral part of our strategic sourcing, procurement, and sales processes. We know that both the success of our organization and society at large depends on including diverse business enterprises (DBEs) in the nation's economic growth. Our commitment is to maximize diverse Business Enterprises' participation by DBEs through the development of mutually beneficial business relationships. Presidio is committed to maximizing the inclusion of Minority-, Women-, Veteran-, Service-Disabled Veteran-, Disabled-, Lesbian, Gay, Bisexual and Transgender (LGBT) - owned businesses as well as businesses located in Historically Underutilized Business Zones (HUBZones) and Small Businesses. We accomplish this by: • Sourcing goods and services from high-performing diverse businesses • Embedding supplier diversity within our corporate culture • Ensuring compliance with all aspects of supplier diversity spending requirements • Integrating supplier diversity in procurement, sourcing, and sales strategic plans • Focusing on efficiencies and continuous improvement • Enhancing the economic vibrancy of the communities we serve • Maintaining relationships with local, regional, and national diversity organizations (i.e., NMSDC, WBENC) • Facilitating training on the philosophy, policies, and methodologies of supplier diversity. Please reference attached RFP document OCG Sourcewell Proposal Response_Presidio for detailed response.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CUSTOMER SATISFACTION Presidio knows our existence depends on our customers. We participate in customer satisfaction initiatives with all our key partners, and our culture fosters the highest levels of customer service. Our highly skilled and experienced team members share in this customer service philosophy of consistently meeting our clients' requirements and exceeding their expectations, resulting in over 98% staying with us year after year. Presidio's strong commitment to client satisfaction is demonstrated by consistently high satisfaction ratings among our clients and leading vendor partners. NET PROMOTER SCORE Our large and diverse customer base deeply values working with us. Net Promoter is the worldwide standard for organizations to measure, understand, and improve their customer experience. Presidio has consistently maintained a Net Promoter Score above 50, with the highest Net Promoter Score in the industry. Our most recent Net Promoter Score, an important measure of brand sentiment, is 69 which is one of the top in our industry. Our clients rank us nearly 20% above the IT industry average.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	Yes, all products, parts and labor are covered by specific warranties. Warranties on manufacturer/vendor/OEM products, parts, and labor are passed on to the customer. Presidio engineering services include a warranty of 30 days after the project has been signed off on by the customer. Below is the specific language included in our standard Statement of Work template. Limitations of Warranties. PRESIDIO WARRANTS THAT SERVICES SHALL BE PROVIDED BY COMPETENT PERSONNEL IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS. WITH RESPECT TO SERVICES PERFORMED BY PRESIDIO, PRESIDIO WARRANTS TO CLIENT, THAT THE SERVICES RENDERED SHALL BE PERFORMED IN A SKILLFUL AND PROFESSIONAL MANNER COMMENSURATE WITH THE REQUIREMENTS OF THIS EFFORT. CLIENT SHALL NOTIFY PRESIDIO IN WRITING WITHIN THIRTY (30) DAYS AFTER COMPLETION OF THE SERVICES IN QUESTION WHEN ANY OF THE SERVICES FAIL TO CONFORM TO THE STANDARD OF CARE SET FORTH IN THIS AGREEMENT. THE PASSAGE OF THE THIRTY (30) DAY PERIOD AFTER COMPLETION OF THE SERVICES WITHOUT THE NOTIFICATION DESCRIBED HEREIN SHALL CONSTITUTE CLIENT'S FINAL ACCEPTANCE OF THE SERVICES. TROUBLESHOOTING AND RECONFIGURATION DUE TO CHANGES TO THE CONFIGURATION BY CLIENT AFTER DELIVERY WILL REQUIRE THE PREPARATION OF A BILLABLE PCR AND PRESIDIO WILL USE ITS BEST EFFORTS TO PROVIDE ANY ADDITIONAL SUPPORT THAT MAY BE REQUIRED THEREAFTER ON A TIME AND MATERIALS BASIS AS SOON AS RESOURCES ARE REASONABLY AVAILABLE. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	In some cases, specifically on projects where Presidio engineering services have been involved, should a customer adversely affect the "as built" environment, a warranty may be voided, and additional charges incurred to correct the customer's actions.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In most cases, the Manufacturer warranty covers travel time and mileage. Most manufacturers suggest support contracts which Presidio offers and recommends with all vendor solutions which provides for better SLAs (Service Level Agreements) than is covered by the standard warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Manufacturer warranties would cover all geographic regions of both the U.S. and Canada. If a customer's location was determined NOT to be covered by a specific manufacturer, Presidio would recommend against using that vendor's solution and provide other options that do provide coverage.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All original equipment manufacturer (OEM) warranties, certifications and guarantees are passed through directly to the customer. Presidio serves as a single point of contact between third party OEMs and customers to enforce such passed through warranties but does not provide additional warranties related to the hardware or software. Below is our standard warranty language: ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS, SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PRESIDIO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER ("OEM") WARRANTIES, CERTIFICATIONS AND GUARANTEES ARE PASSED THROUGH TO CLIENT. PRESIDIO SERVES AS A SINGLE POINT OF CONTACT BETWEEN THIRD PARTY OEMS AND CLIENT TO ENFORCE SUCH PASSED THROUGH WARRANTIES, IF ANY. CLIENT AGREES THAT ANY HARDWARE AND SOFTWARE PRODUCTS PROVIDED TO CLIENT WILL CARRY THE WARRANTY PROVIDED BY THE MANUFACTURER AND PRESIDIO MAKES NO INDEPENDENT WARRANTY WITH RESPECT TO SUCH HARDWARE AND SOFTWARE PRODUCTS.	*
51	What are your proposed exchange and return programs and policies?	Presidio supports our customer in cases where exchange and return of equipment is needed through our Sales Operations team. We work with the customer and vendor utilizing the vendor's policies in these cases.	*

52	Describe any service contract options for the items included in your proposal.	Presidio suggests utilizing manufacturer's options for support contracts to provide the SLA that best meets the customers' needs. Presidio also provides a managed service that provides options for reactive and proactive support and daily monitoring of the customers' environment. These services can be tailored to meet the specific needs of the customer.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Presidio's payment terms are net 30. Presidio accepts ACH, checks, wire transfers, and credit card payments. A 3% fee is added to all credit card payments. Payments are in U.S. dollars.	*

54	Describe any leasing or financing options available for use by educational or governmental entities.	Presidio is able to offer leasing and financing options through Presidio Technology Capital. CUSTOMER CHALLENGES In today's economy, many technology deployments are blocked by complex financial challenges: • Budget restrictions • Seasonality or uneven cash flow • Accounting or covenant considerations • Tax considerations • Obsolescence and clean disposal considerations • IT asset management and equipment refresh concerns • Complex solutions with multiple vendors When considering financing, technology leases can be confusing—making the process even more difficult and more expensive. The enormity of choices for equipment suppliers and lessors add significantly to the burden while comparing terms and conditions of one contract to another creates additional confusion. When considering multiple contracts, the task can seem impossible. If the financing decision affects the technologies your company deploys, the business may find operations and finance pitted against each other. Trying to determine the best solution for the long-term health of the business turns into a battle of technology vs. finance. PRESIDIO'S FINANCIAL SOLUTIONS Presidio can roll all your technology-related costs (hardware, software, maintenance, services) into a single schedule. We also provide flexible financing products and services based upon a common theme—making technology solution leasing easy and economical: • Deferred payment options • Payments that align to cash flows • Operating or capital lease structures to match accounting goals • True lease structures to match tax goals • Vendor agnostic financial offerings: If you need it, we finance it • Captive vs. independent lessors: We provide freedom of choice in IT equipment leasing • Assumption of obsolescence risks • Clean disposal services • Sophisticated asset management tool • Refresh strategies Presidio realizes the single best use of our unrivaled industry knowledge and experience is to make the leasing process easy for clients. No matter which IT solution your business requires, we structure a financial solution that is every bit as good for the CFO as the technology solution is for the CIO. FINANCIAL SERVICES PORTAL Presidio Technology Capital and Presidio Access Support System (PASS) allow the client to take control of their IT infrastructure with the information they need when it is needed. Presidio Technology Capital's revolutionary information portal, PASS, allows the client to manage all aspects of their account (i.e., from creating technology orders to monitoring active leases). On this user-friendly website, the client can also reprint invoices, check the status of approved orders, and quickly update their business information. It is the easiest way for the client to manage their account, and it is one more way we deliver the best financial solutions to make doing business with us easier for the client. Presidio Networked Solutions LLC. collaborates with our sister subsidiary Presidio Technology Capital to offer innovative financing solutions to our clients like Sourcewell. Together, we offer cost-effective tools for cost management while staying abreast of current technology.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Presidio's standard transaction documents have been provided as separate attachments.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. A 3% fee is added to all credit card payments. Assessment of this fee is at the discretion of the account executive. Payments are in U.S. dollars.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Presidio will use a minimum discount off list price for all products and services. Presidio holds many strategic partnerships with the manufacturers included in the bid response. These strategic partnerships permit Presidio and the manufacturer to offer greater discounts than what other bidders may be able to offer, resulting in greater value to Sourcewell members.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Presidio has provided a Rate Table for Not to Exceed Pricing for normal workday hours for different levels of engineers with specific expertise.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Presidio rate cards will provide the maximum rates charged to a Sourcewell member. Discounts depend on the size and scope of the project or at the discretion of the Presidio Account team.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Presidio will provide a quote for any components needed to complete a project. Our standard method of calculating price is discount off list price.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All elements of the total cost of acquisition are included in the pricing submitted with our response. Should a customer request additional elements after the purchase order has been received, we will either quote those charges separately or add them to the existing price via a Change Order. Such items will always be signed off by the customer before delivery so that there are no unexpected costs at invoicing.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Presidio’s standard method of shipment is FOB. Freight, Handling, Shipping • The client will be billed for Presidio's and/or the manufacturer's freight charges. • Title/Risk of loss passes to the client FOB origin (FOB destination (CONUS) applicable to Federal Government clients only) unless otherwise agreed to in writing by Presidio. • Orders shipped from a manufacturer to Presidio at the client’s request for warehousing, configuration, storage, or otherwise shall be deemed to have been shipped to the client FOB origin. • Presidio accepts no responsibility / liability in connection with the shipment. • International delivery services include: o Consolidated billing in USD for all international deliveries o Consolidated contracting with one entity, i.e., Presidio o Single point of contact o Freight forwarding including exportation permits, application of tariff headings, and customs clearance (including import permits, licenses, and certificates) o Asset management, tracking, and reporting. • Goods held in a Presidio warehouse either a) at the client’s request or b) in the event a client refuses to accept delivery may be subject to warehousing fees of 1% of the list price of such goods.	*

63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Presidio's standard method of shipment is FOB. Freight, Handling, Shipping • The client will be billed for Presidio's and/or the manufacturer's freight charges. • Title/Risk of loss passes to the client FOB origin (FOB destination (CONUS) applicable to Federal Government clients only) unless otherwise agreed to in writing by Presidio. • Orders shipped from a manufacturer to Presidio at the client's request for warehousing, configuration, storage, or otherwise shall be deemed to have been shipped to the client FOB origin. • Presidio accepts no responsibility / liability in connection with the shipment. • International delivery services include o Consolidated billing in USD for all international deliveries o Consolidated contracting with one entity, i.e., Presidio o Single point of contact o Freight forwarding including exportation permits, application of tariff headings, and customs clearance (including import permits, licenses, and certificates) o Asset management, tracking, and reporting. • Goods held in a Presidio warehouse either a) at the client's request or b) in the event a client refuses to accept delivery may be subject to warehousing fees of 1% of the list price of such goods.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Presidio offers several unique options to our customers. Storage of equipment: Should a customer require their equipment to be stored for a period of time, Presidio has warehouse facilities to hold their equipment and ship it to them in part or in whole depending on their needs. Staging of equipment: Presidio has the capability to stage equipment before having it delivered to the customer's facility.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	Presidio's pricing is the same or better depending on vendor promotions and/or rebates offered typically to an individual municipality, university, or school district.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Statements of Work (SOWs) are generated by the Presidio Solutions Architects using the rate cards associated with the contract they are using. Before the SOW is sent to the customer, it goes through a process of review by engineering and sales management to ensure pricing and scope are in line with the customer's requirements. Presidio has internal systems that track all orders by the contract number under which it is booked. Our order process will not allow an order to be processed without the required contract number including the terms and conditions to be reviewed by the order entry team. The Presidio Project Management team is responsible for triggering billing for a project based on the milestones signed off on by the customer. At that point, Accounts Payable sends a detailed invoice to the customer that includes the purchase order (PO) number, project number, and details about the work completed as stated in the milestone section of the SOW. The Presidio Contracts and Compliance team includes a dedicated Reporting team that is tasked with generating quarterly sales reports for over 500 contracts. The reports are provided to Presidio Accounts Payable for payment of all fees generated for that quarter.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Presidio metrics include: • Quarterly Contract Utilization Reports • Quarterly Business Reviews for the Account Team • Engineering Utilization Reports • Project Management Utilization Reports	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Presidio's average contract usage is 1.5%. We would suggest that percentage for the Sourcewell contract as well.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We offer our extensive expertise in the following areas: • Collaboration Consulting, Design, Implementation, and Support for On-Premises and Cloud leveraging multiple vendors • Contact Center Consulting, Design, Implementation, and Support for On-Premises and Cloud Infrastructures • E911 Consulting and Design • Contact Center Consulting and Design for On-Premises and Cloud Infrastructures • Call Recording/ Workforce Optimization Solutions • Call Reporting Solutions • Hybrid Work solutions • Interoperability Between Multiple Systems • A/V Room Design, Implementation, and Operational Support Other services Presidio offers are: • Managed Services • Technology Financing • Physical Security Services • Smart Hands (Field Services) • Cyber Security Services • End User Computing (Virtual Desktop) • 5G, Mobility, Wireless, and Migration Solutions • Cloud, Hybrid Cloud, and On-Premises Infrastructure Environments • Data Center Design and Implementation • Voice and Video Communications and Data Usage • Network Compliance and Security • Robotic Process Automation	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Cloud (Public and Private) • Servers • Storage • Hyperconverged • Backup • Virtualization • Collaboration • Contact Center • Network – Router • Network – Edge • Network – Core • Security – Physical • Information Security • Antivirus • Security Cameras • Asset Management • Mobile Device Management • Cyber Security • E911 • Location Services	*

Table 14B: Unified Communication Solutions

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	VOIP technology;	(•) Yes ( ) No	na	*
72	Video or audio collaboration and conferencing;	(•) Yes ( ) No	na	*
73	Mobility options;	(•) Yes ( ) No	na	*
74	Mass notification;	(•) Yes ( ) No	na	*
75	Enhanced messaging	(•) Yes ( ) No	na	*

Table 14C: Contact Center Solutions

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
76	Automatic call or contact distribution and routing;	Yes / No	Cisco, Amazon, Twilio	*
77	Omnichannel capability;	Yes / No	Cisco, Amazon, Twilio, Upstream Works, Google	*
78	Interactive voice response;	Yes / No	Cisco, Amazon, Twilio, Nuance, Uniphore, Google	*
79	Real time status;	Yes / No	Calabrio, Verint, Elevēo, 2RING	*
80	Reporting	Yes / No	Aceyus, 2RING, TASKE Cisco, Amazon, Twilio, Google	*
81	Products and services applicable to the solutions described in Lines 71-80 above, such as: architecture, implementation, and on-going support for premises-based, cloud-based and hybrid options, hardware, software, technology or social media integration, reporting, and related applications	Yes / No	na	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
na	na	Presidio does not take any exceptions or have modifications to the terms and conditions of the Sourcewell contract.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

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- Pricing - Presidio Pricing Files for Sourcewell.zip - Monday November 21, 2022 13:31:54
- Financial Strength and Stability - Table 2_12_Bank_Audit Letter_D & B Report Presidio Networked Solutions LLC.pdf - Tuesday November 29, 2022 09:04:58
- Marketing Plan/Samples - Table 7_Marketing Plan_Presidio.pdf - Tuesday November 29, 2022 09:05:10
- WMBE/MBE/SBE or Related Certificates - Table 8_44_Supplier Diversity_Presidio.pdf - Tuesday November 29, 2022 09:05:21
- Warranty Information - Table 9_Performance Standards_Warranty.pdf - Tuesday November 29, 2022 09:05:31
- Standard Transaction Document Samples - Table 10_55a b c_Standard Transaction documents_Presidio.zip - Tuesday November 29, 2022 09:06:22
- Upload Additional Document - OCG Sourcewell Proposal Response_Presidio.pdf - Tuesday November 29, 2022 09:23:31

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jackie Arnett, Contracts Director, Presidio Networked Solutions LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_13_Unified_Communication_RFP_120122 Wed November 23 2022 08:24 AM	☑	2
Addendum_12_Unified_Communication_RFP_120122 Mon November 21 2022 10:19 AM	☑	1
Addendum_11_Unified_Communication_RFP_120122 Thu November 17 2022 01:25 PM	☑	1
Addendum_10_Unified_Communication_RFP_120122 Wed November 16 2022 02:53 PM	☑	1
Addendum_9_Unified_Communication_RFP_120122 Thu November 10 2022 08:46 AM	☑	1
Addendum_8_Unified_Communication_RFP_120122 Fri November 4 2022 09:05 AM	☑	3
Addendum_7_Unified_Communication_RFP_120122 Mon October 31 2022 01:17 PM	☑	3
Addendum_6_Unified_Communication_RFP_120122 Tue October 25 2022 04:01 PM	☑	2
Addendum_5_Unified_Communication_RFP_120122 Mon October 24 2022 01:53 PM	☑	3
Addendum_4_Unified_Communication_RFP_120122 Fri October 21 2022 02:57 PM	☑	1
Addendum_3_Unified_Communication_RFP_120122 Thu October 20 2022 10:26 AM	☑	1
Addendum_2_Unified_Communication_RFP_120122 Tue October 18 2022 09:01 AM	☑	2
Addendum_1_Unified_Communication_RFP_120122 Tue October 18 2022 07:41 AM	☑	1

Cobb County

Contract # 23-6692-03

for

Technology Product Solutions and Related Services

with

Insight Public Sector

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Insight Pubic Sector effective May 1, 2023:

I. Executed Master Agreement
II. Supplier’s Response to the RFP, incorporated by reference

Reference No. 21070

Reference Number	
Reference Depart.	**Purchasing Department**

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb Count y Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency' s invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Authorized Signature

President
Title

4/4/2023
Date

FEDERAL TAX ID NUMBER

36-3949000

Approved as to form

County Attorney's Office

April 25, 2023
Date

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1. Cover Letter

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer.
An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

Insight Response:

Insight provided a cover letter per RFP requirements; it can be found at the beginning of our proposal document.

2. Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Insight Response:

Insight has carefully read the RFP and we are confident in our ability to exceed the requirements. Insight approaches opportunities to provide solicited services by assigning teams of specialists whose experience and knowledge of government contracts allows them to develop complete solutions to support the entire lifespan of our clients' IT assets.

We understand that operational functionality is a critical component to the success of contracts for any organization similar to Cobb County and OMNIA Partners. As a result, we have created back-office teams dedicated to each aspect of public sector contracts, including—but not limited to—compliance, credit, invoicing, procurement, and publisher paperwork.

As Insight Public Sector is entirely focused on providing IT solutions to public sector clients, we have the resources, processes, and flexibility to provide all levels of government and education clients with equal benefits and attention. We leverage the same tools and cost-saving techniques that utilize economies of scale, which allows us to provide consistent levels of service to large and small participants alike. Furthermore, we understand that budgets represent taxpayer money, and that the responsibilities of procurement and respecting manufacturer and publisher compliancy rules are more heavily weighted as a public sector participant than in a commercial environment. Insight's compliance team assures you meet these commitments.

Experience has taught us that certain segments of our public sector client base require specialized procurement options. Our approach is to ensure that each client receives the individual attention they need; as a result, Insight has divided our resources into vertical segments to match each client (e.g., government and education). This organizational structure ensures each vertical receives maximum support from Insight resources who understand the specific needs of each vertical.

Insight uses eCommerce tools to help our clients reduce cost, increase operational efficiency, eliminate errors, and control rogue purchases. Tools such as our web portal, built-in workflow, on-demand reporting, and license proofs provide equal service levels and cost-saving opportunities regardless of the size of the contract participant, as all our tools are scalable to size. Our eCommerce solutions provide an easy and effective way for us to keep our clients up to date with technological changes.

Although operational functionality and eCommerce are critical components of our approach to providing solicited services, the most important component of Insight's overall approach to this contract is our people. We are proud of the depth of experience and knowledge we make available to Participating Public Agencies through our account teams. Each employee at Insight either supports clients directly or supports someone else who does; we are all equally committed to our clients' satisfaction and success.

Insight's nationwide presence, which includes over 50 offices and over 200 public sector-focused sales and support teammates across the country, makes us the best choice for this contract and provides the 'feet on the street' necessary to make this Master Agreement more successful than ever before. We are 100% dedicated to OMNIA Partners members' continued growth and success.

Insight is offering Cobb County, OMNIA Partners, and all Participating Public Agencies every product and service available through Insight. Our offering also includes nationwide full life-cycle service offerings that allow us to provide out-sourcing of entire IT departments as well as services that allow us to manage a client's technology assets from inception to retirement. Insight has decades of experience providing customized solutions nationally for our clients.

Insight, Cobb County, and OMNIA Partners: A Growing IT Partnership

Insight's core values of hunger, heart, and harmony emphasize a deep commitment to service across all aspects of our business. In addition, our desire to create a positive impact in the lives of our clients, partners, and teammates positions Insight as a world-class partner aligned with Cobb County's and OMNIA Partners' strategic vision.

As an industry leader, Insight will continue to invest in our people, systems, and portfolio of offerings worldwide. By combining technology hardware, software, and services, Insight will regularly offer Participating Public Agencies custom-tailored solutions designed to meet their unique requirements and changing IT goals, while streamlining IT management and reducing their total cost of ownership.

The greatest value that Insight can provide to Cobb County and OMNIA Partners is that we leverage our extensive capabilities and resources to properly evaluate requirements. Our creative thinking and optimized pricing methodologies ensure the solutions we suggest drive significant value to your organizations.

Insight appreciates the opportunity to continue to build a successful partnership with Cobb County and OMNIA Partners, and we look forward to next steps following the RFP process. In the meantime, please contact us regarding any further questions or requests for additional information.

3. Company Background / Profile

Provide information on company background to include the following:

Insight Response:

As part of a $9.4 billion global company, Insight Public Sector, Inc. ("Insight") has successfully delivered solutions to clients like Cobb County for over 34 years.

Our parent company, Insight Enterprises, Inc. now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

At Insight, we believe diversity is a critical component of our success. As a Fortune 100 Best Workplaces for Diversity company, our people are our greatest strength. We work diligently to promote a culture that celebrates and rewards creative thinking, collaborative decision-making and innovative solutions. Our teammates represent a wide range of backgrounds, life experiences, and viewpoints, which we believe leads to stronger teams.

Central to fostering a rich culture of diversity at Insight is a shared set of values among teammates:

- We respect and take care of each other.
- We exist to serve our clients.
- We act with integrity in all that we do.

Notable achievements include:

- Insight President & CEO Joyce Mullen named Top Channel Influencer by Channel Futures
- Insight Named a Finalist in Fast Company's 2022 World Changing Ideas Awards (Education Category)
- Insight earned a perfect score on the Human Rights Campaign Corporate Equality Index
- ADP's Humanity at Work Award
- Insight ranked at No. 59 for Diversity on Forbes Best Employers List
- Insight ranked at No. 83 on Barron's 100 Most Sustainable Companies
- Insight ranked at No. 95 on World's Best Employers List
- 2022 Corporate Equality Index 100 out of 100
- 2022 Microsoft Partner of the Year Award for Manufacturing
- 2022 Intel North America Partner of the Year
- 2022 Aruba Partner of the Year
- 2021 Microsoft Azure Security Deployment Partner of the Year
- 2021 Veritas Technologies Top National Business Partner of the Year

An organizational chart of our proposed project team is included in **Section 9 – Appendices, Appendix A**. Relevant background and experience for the key team members is as follows:

Team Member	Background & Experience
Scott Friedlander – Senior Vice President, Public Sector	Scott will provide executive leadership and serve as the main point of contact for all executive-level discussions between Insight and OMNIA Partners leadership. He has been in public sector sales for 40 years and with Insight (by way of acquisition) for 4 years.
Erica Falchetti – Sr. SLED Market Leader, Capture & Business Development	Erica will serve as the National Account Manager for OMNIA Partners and will provide direction for the sales teams to drive consistent sales growth and oversee the contract marketing strategy. She has been with Insight for 14 years.
Kevin Hallihan – Field Sales Market Leader, East/Central	Kevin leads our field SLED sales teams in the East and Central. He has been with Insight for 23 years.
Brian Louderback – Field Sales Market Leader, West/TOLA	Brian leads our field SLED sales teams in the West and TOLA. He has been with Insight for 23 years.
Ken Richter – Inside Sales Market Leader	Ken leads our nationwide inside SLED sales teams. He has been with Insight for 23 years.
Clayton Boras – Sales Market Leader, Higher Education	Clayton leads our field and inside higher education sales teams. He has been in public sector sales for 24 years and with Insight for 6 months.
Kathy Kramer – Marketing Manager	Kathy leads our public sector marketing teams. She has been in marketing roles for over 25 years and with Insight (by way of acquisition) for 6 years.
Paul Geils – Sr. Manager, SLED Compliance	Paul and his team will be responsible for ensuring Insight remains compliant with the terms of the contract, specifically as it relates to pricing, reporting, audits, and user access. He has been with Insight for 24 years.

a. *Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.*

Insight Response:

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286
480.333.3071
480.760.9488 fax

erica.falchetti@Insight.com
Federal Tax ID#: 36-3949000
www.ips.insight.com

b. *Date business was established under current name.*

Insight Response:

Insight Public Sector, Inc. was established on April 19, 1994.

On January 3, 2003, there was a reverse merger with a name change from Comark Government & Education Sales, Inc. to Insight Public Sector, Inc.

c. *Size of company including the total number of employees.*

Insight Response:

Insight Enterprises, Inc. (Insight Public Sector, Inc's parent company) has over 12,000 employees globally and earned over $9.4 Billion in revenue in 2021.

d. *Type of ownership or legal structure of business*

Insight Response:

Insight Public Sector, Inc. is an indirect wholly owned subsidiary of Insight Enterprises, Inc. and is the operational entity that conducts business with public sector clients.

e. *Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.*

Insight Response:

To the best of our knowledge, Insight has not defaulted on the fulfillment of any client contract for circumstances within our control.

f. *Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?*

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations.

From time to time, Insight is party to various legal proceedings incidental to the business, including preference payment claims asserted in client bankruptcy proceedings, indemnification claims, claims of alleged infringement of patents, trademarks, copyrights, and other intellectual property rights, employment claims, claims of alleged non-compliance with contract provisions, and claims related to alleged violations of laws and regulations.

Insight regularly evaluates the status of the legal proceedings in which we are involved to assess whether a loss is probable or there is a reasonable possibility that a loss, or an additional loss, may have been incurred to determine if accruals are appropriate. If accruals are not appropriate, we further evaluate each legal proceeding to assess whether an estimate of possible loss or range of possible loss can be made. Although litigation is inherently unpredictable, we believe that we have adequate provisions for any probable and estimable losses. It is possible, nevertheless, that our consolidated financial position, results of operations, or liquidity could be materially and adversely affected in any particular period by the work required pursuant to any legal proceedings or the resolution of any legal proceedings during such period. Legal expenses related to defense of any legal proceeding or the negotiations, settlements, rulings, and advice of outside legal counsel in connection with any legal proceedings are expensed as incurred.

g. *Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.*

Insight Response:

Insight has never been disqualified from working for or with any public entity.

h. *If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.*

Insight Response:

Please see **Section 9 – Appendices, Appendix B** for the following sample agreement documents, which Participating Public Agencies may be asked to sign at the transaction level:

- Sample Insight Statement of Work (SOW) template
- Sample Amazon Web Services Order Form Agreement
- Sample Google Cloud Platform Order Form Agreement
- Sample Microsoft Azure Order Form

4. Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

a. *Scope of services/contract description.*
b. *Dollar value of contract.*
c. *Assigned project personnel.*
d. *The contracting entity's contact person, current phone number, and current e-mail address as reference information.*

Insight Response:

Contract #1: Fairfax County, Virginia / OMNIA Partners – Technology Products & Services

a. Scope: All products and services
b. Dollar value: $300M annually (includes revenue from all piggybacks)
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Yong Kim, 703.324.3217, yong.kim@fairfaxcounty.gov

Contract #2: State of Iowa OCIO – Technology Products & Services (Piggyback of OMNIA)

a. Scope: All products and services
b. Dollar value: $45M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Pearson Skepnek, 515.414.6107 pearson.skepnek@iowa.gov

Contract #3: City of Los Angeles – Software & Related Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $35M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Kitty Pai, 909.738.0913, kitty.pai@lacity.org

Contract #4: State of Florida – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $24M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Christopher McMullen, 850.922.9867, christopher.mcmullen@dms.fl.gov

Contract #5: Miami-Dade County – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $9M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Guillermo Paneque, 305.596.8614, guillermo.paneque@miamidade.gov

5. Product Information / Service Capability

a. *Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?*

Insight Response:

Insight's manufacturer and publisher partners offer various warranty coverages that agencies have the option to purchase. Insight also partners with several third-party maintenance providers who offer a range of extended warranty options, depending on the product.

Additionally, for specific end user devices (laptops, PCs, printers, tablets), networking equipment, servers, and storage systems, Insight offers a suite of fee-based infrastructure maintenance services, which include the following coverage options:



Flexible service levels from 24/7 to next day



On-site, advanced exchange, and depot



Warranty management



End-of-life support for legacy products



Remote diagnostics, monitoring, and call home feature

b. *Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online*

Insight Response:

Insight's standard payment terms are net 30 days from date of invoice.

The different payment vehicles supported by Insight include payments to the Lockbox, Credit Card, Procurement Card, and EFT/ACH payments. The preferred payment vehicle is the EFT/ACH payment. Insight accepts American Express, VISA, and MasterCard credit cards and procurement cards.

Insight supports the use of procurement cards/credit cards, with the parties understanding that cards are used for point-of-sale transactions only. Insight is unable to accept procurement cards for payment of orders placed on net terms via purchase orders. Net term payments must be paid by check, wire transfer, or ACH.

Credit card payments for point-of-sale transactions may be made online.

6. Pricing

a. *Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.*

- Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: *(if applicable)*
  - Manufacturer part #
  - Supplier's Part # (if different from manufacturer part #)
  - Description
  - Manufacturer's Suggested List Price and Net Price
  - Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

Insight Response:

Product Pricing Discount Structure

With a few exceptions, Insight's proposed pricing structure for products is based on a discount off the Insight list price, which is how the majority of product categories are priced on our current OMNIA Partners contract. By offering a discount from the Insight list price, we are providing Participating Public Agencies additional discounts against an already aggressive, market-driven, value-based pricing structure that is continually being benchmarked against our competitors within the industry. Our list price is publicly available on our website and is dynamically updated in real time.

The proposed discounts are as follows:

All Products (except Microsoft Software, Cisco, and AWS)		
Product Category	**Description**	**Discount %**
Accessories	Desktop Accessories	5.0%
	Display Accessories	4.0%
	Handheld Accessories	5.0%
	Keyboards & Mice	4.5%
	Mobile Phone Accessories	1.5%
	Mobile Phones	0.5%
	Networking Accessories	4.5%
	Notebook Accessories	4.0%
	Notebook Batteries	3.5%
	POS Accessories	4.0%
	Power Accessories	4.5%
	Printer Accessories	4.0%

Accessories (continued)	Projector Accessories	4.0%
	Server Accessories	3.5%
	Wireless Accessories	4.0%
	Wireless LAN Accessories	4.0%
Boards	System Components	3.0%
Cables	Cables	7.0%
	Cables Custom	7.0%
	Cables Printer	7.0%
Consumables	Printer Consumables	4.0%
Devices	Desktops	0.5%
	Handhelds	0.5%
	Notebooks	0.5%
Digital Imaging	Imaging Accessories	5.0%
	Imaging Camcorders	3.5%
	Imaging Digital Cameras	3.5%
	Imaging Scanners	3.5%
	Network Video	3.5%
Displays	Displays	1.5%
	Projectors	4.0%
Licensing	Cloud	1.0%
	Licensing Backup	2.0%
	Licensing Business Application	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Cloning	2.0%
	Licensing Collaboration	2.0%
	Licensing Computer Security	2.0%
	Licensing Database	2.0%
	Licensing Development	2.0%
	Licensing Financial	2.0%
	Licensing Flow Chart	2.0%
	Licensing Graphic Design	2.0%
	Licensing Handheld	2.0%
	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Personal Organization	2.0%
	Licensing Reference	2.0%

Licensing (continued)	Licensing Report Analysis	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Utilities	2.0%
	Licensing Virtualization	2.0%
	Licensing Web Development	2.0%
	Licensing Word Processing	2.0%
Media	Media 4mm Tape	4.5%
	Media AIT Tape	4.5%
	Media DAT Tape	5.0%
	Media DLT Tape	4.5%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.5%
	Media Optical	4.5%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Memory	Memory Desktop	4.5%
	Memory Flash	4.5%
	Memory Networking	4.0%
	Memory Notebook	4.5%
	Memory Printer/Fax	4.0%
	Memory Server	4.0%
Networking	10/100 Hubs & Switches	2.5%
	Bridges & Routers	2.5%
	Gigabit Hubs & Switches	2.5%
	Hardware Firewalls	3.0%
	Intrusion Detection	3.5%
	KVM	4.0%
	Modems	4.0%
	Network Adapters	3.5%
	Network Testing Equipment	2.0%
	Networking Communications	3.5%
	Repeaters & Transceivers	3.0%
	Telephony	4.0%

POS	POS Displays	4.0%
	POS Scanners	4.0%
	Printers Label	4.0%
Power	Power Data Center	4.0%
	Power Surge Protector	4.5%
	Power UPS	1.5%
Printers	Fax Machine	2.5%
	Multi-Function	2.5%
	Printers Dot Matrix	2.0%
	Printers Inkjet	2.0%
	Printers Laser	1.5%
	Printers Wide Format	0.5%
Servers	Servers 1 Processor	4.0%
	Servers 2 Processor	2.0%
	Servers 4+ Processor	2.5%
	Servers Blade	3.5%
	Servers Tower	2.0%
	Servers Unix	2.0%
Services	Advanced Integration	1.0%
	Asset Disposal	1.0%
	Asset Management	1.0%
	Electronic Services	1.0%
	Internal Lab Service	1.0%
	Lab Fees	1.0%
	Managed Services	1.0%
	Miscellaneous Solutions	1.0%
	PC Lab Order Service	1.0%
	Service Charge	1.0%
	Service Parts	1.0%
Software	Software Backup	2.0%
	Software Barcode/OCR	2.0%
	Software Business Application	2.0%
	Software CAD/CAM	2.0%
	Software Cloning	2.0%
	Software Collaboration	2.0%
	Software Computer Security	2.0%

Software (continued)	Software Database	2.0%
	Software Development	2.0%
	Software Financial	2.0%
	Software Flow Chart	2.0%
	Software Graphic Design	2.0%
	Software Handheld	2.0%
	Software Network OS	2.0%
	Software OS	2.0%
	Software Personal Organization	2.0%
	Software Reference	2.0%
	Software Report Analysis	2.0%
	Software Spreadsheet	2.0%
	Software Utilities	2.0%
	Software Virtualization	2.0%
	Software Web Development	2.0%
	Software Word Processing	2.0%
Storage	Adapters Fibre Channel	3.0%
	Adapters FireWire/US	4.0%
	Adapters IDE/ATA/SAT	4.0%
	Adapters RAID	2.5%
	Adapters SCSI	3.0%
	Disk Arrays	3.5%
	Disk Arrays JBOD	3.5%
	Drives Magneto-Optical	3.0%
	Drives Removable Disk	4.0%
	Hard Disks External	3.0%
	Hard Disks Fibre Channel	3.0%
	Hard Disks IDE/ATA/SAT	4.0%
	Hard Disks Notebook	3.5%
	Hard Disks SCSI	3.0%
	Optical Drives CD-ROM	3.0%
	Optical Drives CD-RW	3.5%
	Optical Drives DVD/CD	2.0%
	Optical Drives DVD-ROM	4.0%
	Optical Drives DVD-RW	3.5%
	Storage Accessories	4.0%

Storage (continued)	Storage NAS	2.0%
	Storage SAN	3.0%
	Tape Autoloaders AIT	3.5%
	Tape Autoloaders DAT	3.5%
	Tape Autoloaders DLT	2.0%
	Tape Autoloaders LTO	2.0%
	Tape Drives 4mm	3.5%
	Tape Drives 8mm/VXA	3.5%
	Tape Drives AIT	2.5%
	Tape Drives DAT	3.5%
	Tape Drives DLT	3.5%
	Tape Drives LTO/Ultra	3.5%
	Tape Drives SDLT	3.5%
	Tape Drives Travan	3.5%
Training	Training Courses	1.0%
	Training Reference Material	1.0%
Warranties	Complex Warranties	2.5%
	Licensing Warranties	2.0%
	Networking Warranties	2.5%
	Software Warranties	2.0%
	Warranties Electronic	2.5%
	Warranties Physical	2.5%

Specific to AWS and Cisco solutions, Insight's proposed pricing structure is based on a discount off the AWS and Cisco MSRP, respectively. This is consistent with how AWS and Cisco AWS solutions are typically priced within the industry.

AWS Solutions	
Product Line	**Discount off MSRP**
All (excluding Marketplace transactions)	1%

Cisco Solutions			
Product Line	**Discount off MSRP (Government)**		**Discount off MSRP (Education)**
Hardware/Software (Cisco Core & Compute)	36%		36%
Cisco Market	10%		10%
Learning Credits / Training	0%		0%
Cisco Technical and Maintenance Services (SKU Based)	8%		8%
Cisco / Insight Advanced & Technical Services (SOW based)	0%		0%
SMARTnet	**Incumbent**	**Non-Incumbent**	**All**
	16%	8%	28%

The final proposed pricing structure for products is for Microsoft software. Insight is proposing a cost plus structure, which is consistent with how Microsoft contracts are priced within the industry.

Microsoft Software	
Product Line	**Cost Plus Percentage**
Microsoft Software (including Cloud)	3.5%
Microsoft CSP /	15.0%

We have provided a list of all manufacturers, publishers, and suppliers we currently offer in **Section 9 – Appendices, Appendix C**. The corresponding discount percentages will be applied to a manufacturer's/publisher's offering based on the pricing structure outlined above. This list represents those manufacturers and publishers Insight is currently authorized to sell. As Insight continues to expand its product portfolio, additional manufacturers and publishers will be added. We will be happy to provide Cobb County, Participating Public Agencies, and OMNIA Partners with a current list at any time throughout the term of the contract.

Please note that, at this time, Insight is unable to sell Apple solutions to K-12 schools, since Apple does not currently allow resellers to sell on their behalf to K-12 schools.

Insight's electronic catalog is located on our website, where customers can access manufacturer part numbers, product descriptions, Insight catalog list price, etc.:

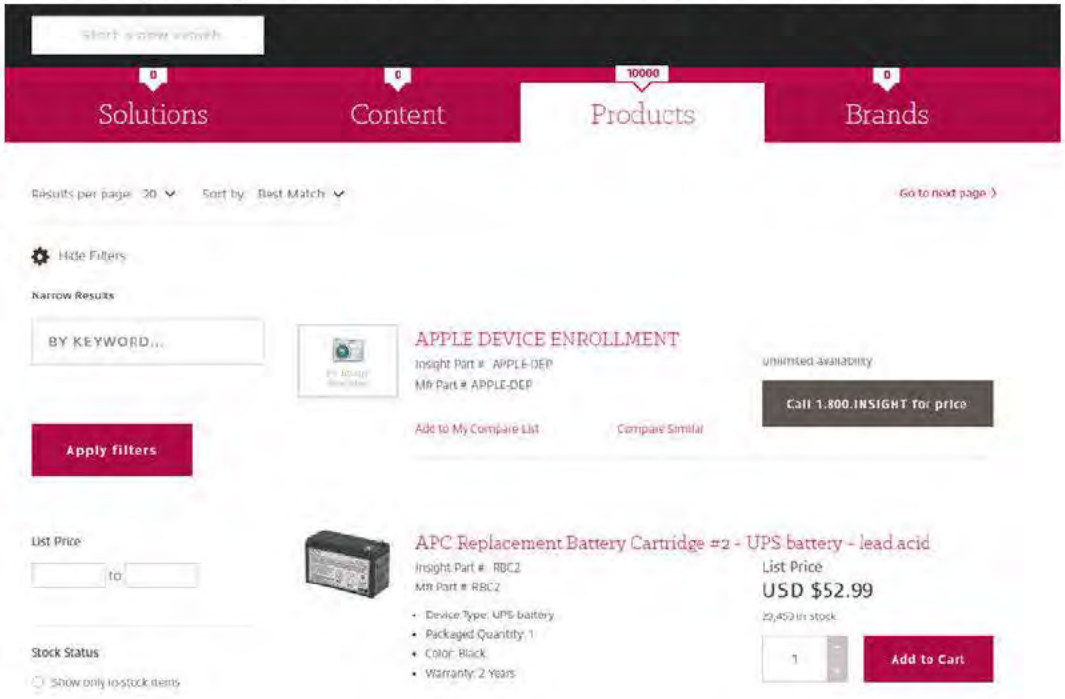
https://www.ips.insight.com/en_US/shop.html

Below, we have provided instructions detailing how to access this information.

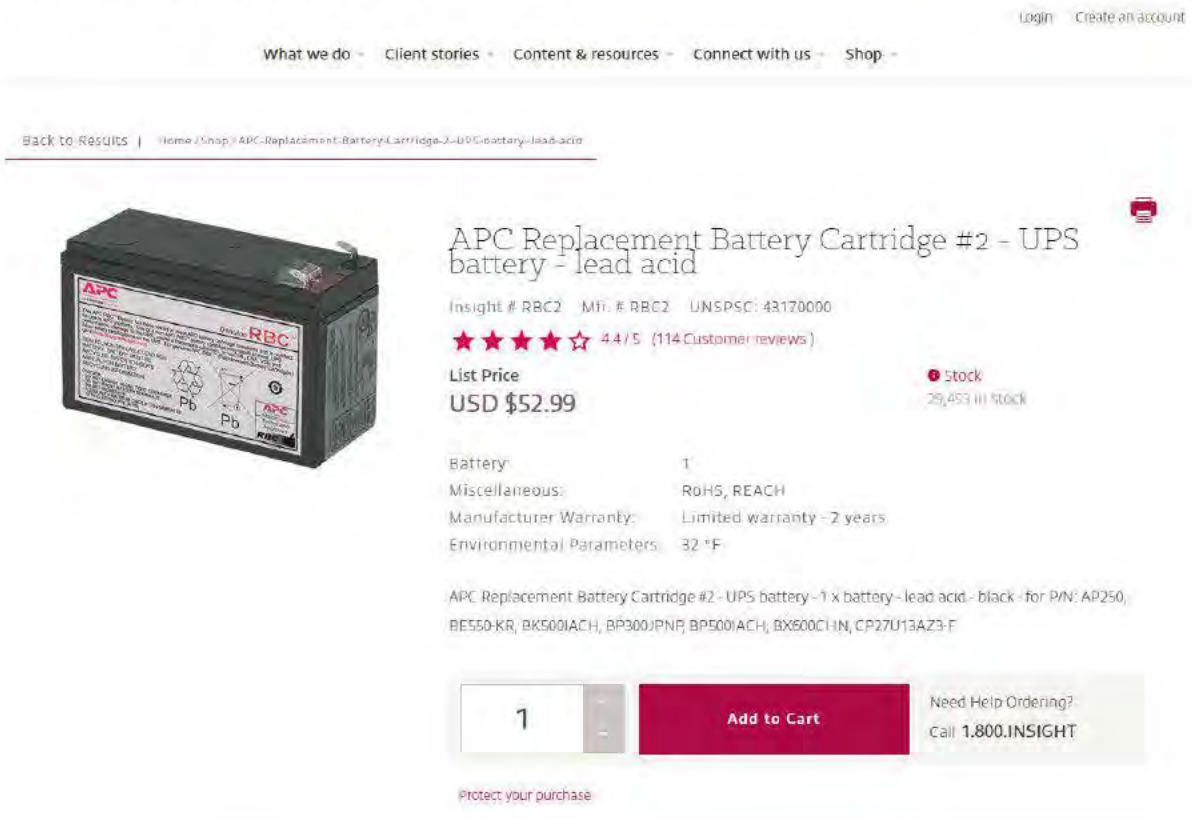
- Click on the link above, and then click "Search all products" to perform a search. (See screenshot below.)
- Customers also have the ability to "Shop by Category".



- Enter a keyword, product name, or part number in the search box, as shown below.



Below is a screenshot of a search result.



The search results presented in the screenshot above show the manufacturer part number, the Insight part number, product description and Insight's list price.

Should Insight be chosen as a successful vendor for this contract, we will update our dedicated OMNIA Partners web page (www.ips.insight.com/omnia) to show the Net Price to Cobb County (i.e., the not-to-exceed contract price).

We have provided a screenshot from our current OMNIA Partners web page for reference:



APC Replacement Battery Cartridge #2 - UPS battery - lead acid

Insight # RBC2 Mfr # RBC2 UNSPSC 43170000

★★★★☆ 4.4/5 (114 Customer reviews)

OMNIA PARTNERS PRODUCTS & SERVICES # 4400006644

USD $49.13

Stock
29,792 In Stock

Battery:	1
Miscellaneous:	RoHS, REACH
Manufacturer Warranty:	Limited warranty - 2 years
Environmental Parameters:	32 °F

APC Replacement Battery Cartridge #2 - UPS battery - 1 x battery - lead acid - black - for P/N: AP250, BE550-KR, BK500IACH, BP300JPNP, BP500IACH, BX600CI-HN, CP27U13AZ3-F

1 Add to Cart Need Help Ordering? Call 1.800.INSIGHT

Protect your purchase

Services Pricing Discount Structure

With one of the deepest services portfolios in the United States, Insight is pleased to present the following as our proposed pricing structure for services and solutions.

The two components are:

- Service Category Rates
  - Cases where the work to be performed is presented to the client on a fixed fee or per unit basis.
  - Examples include per cable drop, per user, per device, and per engagement.

- Time & Material Rates
  - Cases where Insight is utilizing its internal resources to provide specific services based on contracted hourly rates.

Service category rates are as follows:

Service Category	Discount off Insight List Price
Consulting Services	10%
Consulting services drive value acrorss the entire enterprise through strategy, design, technology, and industry expertise—from guiding Agile and Scrum methodologies to leading OCM and transformation.	
Managed Services	10%
Managed services integrate with a client's operations and provide a full breadth of services ranging from reactive technical support to comprehenstive 24/7 monitoring, management, and reporting as well as services designed to cover infrastructure security.	
Professional and Lifecycle Services	10%
Professional services provide support to optimize IT environments across public, private, and hybrid infrastructure, enabling organizations to expand and evolve to meet the demands of application workloads, accelerating business transformation, and achieving strategic objectives.	
Other Services Not Listed Above	1%
As may be offered by Insight from time to time.	

Time & material rates are as follows:

Functional Role	Insight List Price (Hourly Rate)	Discount off List Price	Contract Not-to-Exceed Price (Hourly Rate)
Material Handler	$55.00	10%	$49.50
Service Desk Representative	$60.50	10%	$54.45
Services Technician – Cabling	$60.50	10%	$54.45
Deployment Coordinator	$66.00	10%	$59.40
Services Operations Specialist	$66.00	10%	$59.40
Services Technician Sr. – Cabling	$66.00	10%	$59.40
Service Desk Representative Sr.	$77.00	10%	$69.30

Systems Administrator	$88.00	10%	$79.20
Associate Consultant I	$104.50	10%	$94.05
Ops Business Analyst 2	$104.50	10%	$94.05
Supervisor Services	$104.50	10%	$94.05
Deployment Manager	$110.00	10%	$99.00
Billing Associate	$115.50	10%	$103.95
Infrastructure Technician II	$115.50	10%	$103.95
Project Coordinator	$115.50	10%	$103.95
Project Coordinator Sr.	$121.00	10%	$108.90
Business Analyst I	$132.00	10%	$118.80
Sr. Supervisor Services	$137.50	10%	$123.75
Infrastructure Technician Sr.	$143.00	10%	$128.70
Service Delivery Manager	$143.00	10%	$128.70
Associate Engineer	$154.00	10%	$138.60
Transition Manager	$159.50	10%	$143.55
Busines Analyst II	$165.00	10%	$148.50
Cabling Project Manager	$170.50	10%	$153.45
Associate Consultant II	$176.00	10%	$158.40
Consultant I	$187.00	10%	$168.30
Services Technician	$187.00	10%	$168.30
Services Technician Sr.	$187.00	10%	$168.30
Sr. Cabling Project Manager	$203.50	10%	$168.30
Client Services Manager I	$220.00	10%	$183.15
Consultant II	$220.00	10%	$198.00
Consultant	$225.50	10%	$198.00
Business Analyst Sr.	$231.00	10%	$202.95

Project Manager	$236.50	10%	$207.90
Consultant Sr.	$253.00	10%	$212.85
Engineer	$253.00	10%	$227.70
Project Manager Sr.	$269.50	10%	$227.70
Transition Manager Sr.	$269.50	10%	$242.55
Manager Programs	$275.00	10%	$247.50
Sr. Consultant	$275.00	10%	$247.50
Client Services Manager II	$286.00	10%	$257.40
Manager Services	$291.50	10%	$262.35
Engineer Sr.	$297.00	10%	$267.30
Delivery Engineer II	$302.50	10%	$272.25
Managing Consultant	$302.50	10%	$272.25
Architect I	$330.00	10%	$297.00
Sr. Managing Consultant	$335.50	10%	$301.95
Delivery Engineer III	$341.00	10%	$306.90
Principal Consultant	$363.00	10%	$326.70
Architect II	$390.50	10%	$351.45
Solutions Architect	$401.50	10%	$361.35
Sr. Principal Consultant	$423.50	10%	$381.15
Architect Sr.	$451.00	10%	$405.90
Sr. Manager Services	$605.00	10%	$544.50
Specialty	$660.00	10%	$594.00

The discount for the functional titles listed above shall remain consistent. The job titles themselves are reviewed annually and are subject to change as determined by Insight. A current price list will always be available at www.ips.insight.com/omnia.

b. *Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).*

Insight Response:

Insight will work closely with our manufacturer and publisher partners to provide the best possible prices for each opportunity. Clients will be highly encouraged to contact their sales teams when requesting pricing on larger volume purchases. Each manufacturer and publisher partner has different rules and offers related to large procurements. Insight will drive our internal resources and our partners to offer the best pricing available for each large volume purchase.

c. *If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.*

Insight Response:

Insight Global Finance (IGF) provides flexible IT financing and leasing services with flexible term lengths and repayment options to meet your organization's specific needs.

IGF offers a wide variety of cost-effective and timely IT financing options to help our clients leverage IGF financing options for hardware, software and services.

- Equipment Lease (FMV) – Allows you to return, purchase or extend at the end of your lease term.
- Capital Lease ($1.00) – Lease purchase vehicle that automatically terminates at the end of your lease term.
- Software Payment Agreement – Structured payments for software licenses and multi-year software subscriptions.
- Maintenance Payment Agreement – Structured payments for multi-year maintenance/warranty agreements.

Payment Options

- One- to Five-year Terms
- Monthly, Quarterly & Annual Payment Options
- 30, 60 & 90 day deferrals
- Custom Payment Streams (Step, Skip & Seasonal)

Leasing Value-Adds

- Small, medium & large ticket origination capabilities to handle any project size or equipment type
- Simple, transparent & fair documentation with no surprises or hidden fees
- No outsourcing. Our in-house knowledgeable, creative pre-sales team is ready to help assess and structure the right plan for your organization.
- Our dedicated, in-house operations team simplifies onboarding, order processing, and reporting.

- Vendor consolidation. Our team can help manage multiple financial solutions with a consolidated, vendor neutral approach.
- Partnership. Insight is a top tier partner with all the major manufacturer's captive financial institutions. We can assist with interactions between your organization and the captives, freeing up your employees' time and resources.

7. Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

a. *Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.*

Insight Response:

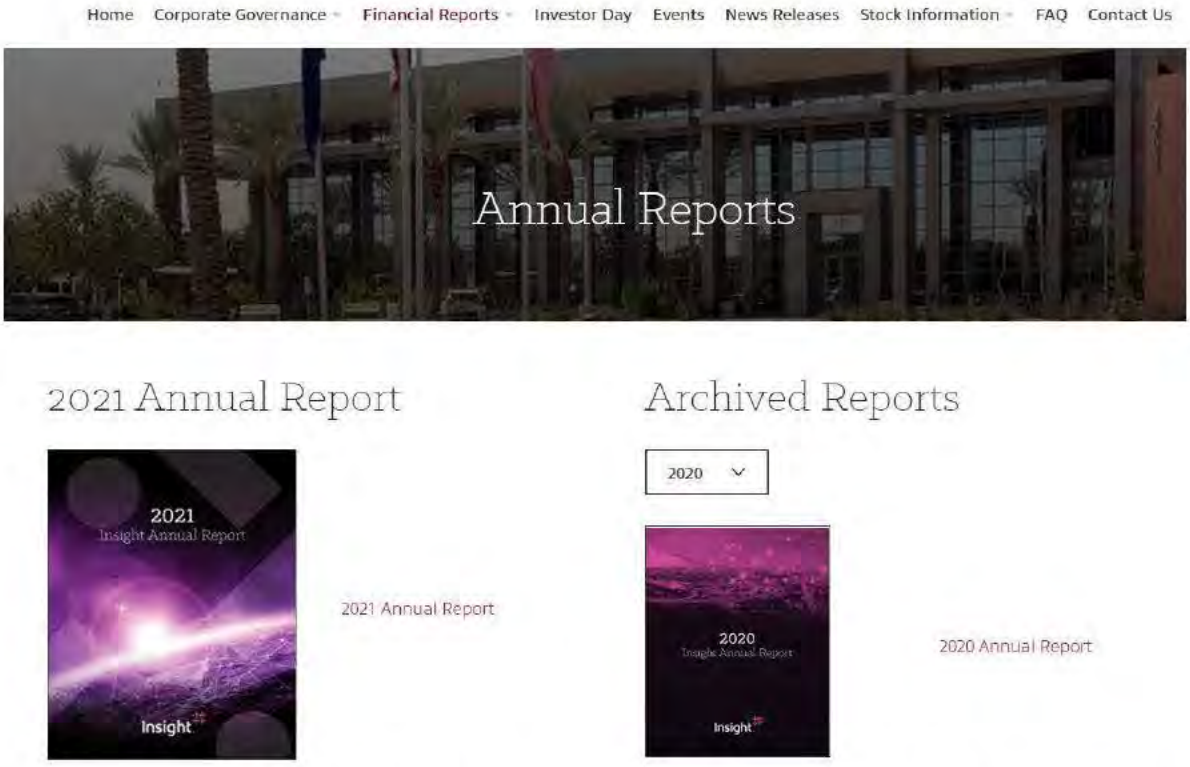
The combined Insight companies and their subsidiaries represent a $9.4 billion global enterprise and are the largest single source solution provider of computer technology and services in the U.S. While remaining small enough to service our public sector clients with personal attention, Insight Public Sector has the resources of the Insight family of companies behind us to support our efforts.

Insight Enterprises, Inc. is a publicly traded company and adheres to general accounting practices and principals. Insight Enterprises' latest Annual Report (year ending 2021) can be found on our corporate website here:

https://investor.insight.com/financial-reports/annual-reports/default.aspx

Our current Annual Report includes a total of three (3) years of the requested financial information. Cobb County can access our audited financial statements on pages 52-56 of our 2021 Annual Report.

Below is a screenshot of the Insight Investor Relations Annual Report Page.



On page 47 (page # listed at the bottom of the page), you will find the Index to Consolidated Financial Statements, identifying the pages in which to find Consolidated Balance Sheets (page 52) and Consolidated Statements of Comprehensive Income (page 54). A screenshot of the Index to Consolidated Financial Statements is below:

INSIGHT ENTERPRISES, INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Item 8. *Financial Statements and Supplementary Data*

	Page
Reports of Independent Registered Public Accounting Firm	48
Consolidated Balance Sheets – December 31, 2021 and 2020	52
Consolidated Statements of Operations – For each of the years in the three-year period ended December 31, 2021	53
Consolidated Statements of Comprehensive Income – For each of the years in the three-year period ended December 31, 2021	54
Consolidated Statements of Stockholders' Equity – For each of the years in the three-year period ended December 31, 2021	55
Consolidated Statements of Cash Flows – For each of the years in the three-year period ended December 31, 2021	56
Notes to Consolidated Financial Statements	57

b. *Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.*

Insight Response:

KPMG LLP (Phoenix, Arizona) is the firm that prepared the financial statements, and we have included a letter from KPMG LLP stating that they have audited said statements. The letter can be found on the following pages.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Insight Enterprises, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Insight Enterprises, Inc. and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 18, 2022 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgment. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of revenue recognition

As discussed in Note 1 to the consolidated financial statements, the Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service or by arranging for the sales of a vendor's product or service to a client. The Company measures

revenue based on the consideration received in a contract with a client, and excludes any sales incentives and amounts collected on behalf of third parties. The Company offers hardware and software products, as well as services. Given the number of product and service offerings, significant judgment is exercised by the Company in recognizing revenue, including the following decisions:

- Determining the point in time when a customer takes control of hardware.
- Determining the point in time when the customer acquires or renews the right to use or copy software under license and control transfers to the customer.
- Evaluating the Company as either a principal or an agent for hardware and software products and services, and the related recognition of revenue from the customer on a gross or a net basis.
- Determining an appropriate pattern of revenue recognition for service performance obligations.

We identified the evaluation of revenue recognition as a critical audit matter because the audit effort to evaluate the Company's revenue recognition judgments, including those noted above, was extensive and required a high degree of auditor judgment.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the revenue recognition process, including controls related to the timing and pattern of revenue recognition and gross versus net revenue recognition. As part of testing the Company's internal controls, we also involved information technology (IT) professionals with specialized skills and knowledge, who assisted in testing of general IT controls over significant systems and the evaluation of system interface controls and automated controls designed to determine the existence, accuracy, and completeness of revenue. We evaluated the Company's significant accounting policies related to its product and service offerings by reviewing the terms of certain vendor and customer contracts and comparing the policies to the revenue recognition standard. We selected a sample of revenue transactions and performed the following for each selection:

- Obtained evidence of a contract with the customer.
- Compared the amounts recognized and timing of revenue recognition to underlying documentation, including purchase orders, shipping documentation, and evidence of payment, if applicable.
- Evaluated the Company's application of their accounting policies to determine the timing and amount of revenue to be recognized.
- Tested the presentation of revenue as gross or net by comparing the Company's gross or net presentation to the attributes of the underlying vendor support and the Company's accounting policy.

/s/ KPMG LLP

We have served as the Company's auditor since 1990.

Phoenix, Arizona
February 18, 2022

c. *State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.*

Insight Response:

Insight has never had a bankruptcy petition filed in its name, either voluntarily or involuntarily.

8. National Contract

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

Insight Response:

Insight's response to **Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract** can be found below.

OMNIA Partners Response for National Cooperative Contract

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

COMPANY

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

Insight Response:

Over our 34 years in business, Insight has expanded through both organic growth and acquisitions to match the advancement of technology. Having humbly begun in 1988 out of a garage in Tempe, Arizona, Insight Enterprises is now a $9.4 billion industry-recognized solutions integrator. Founders Tim and Eric Crown established Insight Enterprises as Hard Drives International, inspired by a business plan that took root in a college assignment and using a cash advance from a credit card to act on it. Helping our clients on their digital journey is at the heart of what we do. From our original location in the United States, we expanded nationwide and entered Canada in 1997 and the United Kingdom in 1998. We now operate in 18 countries with 39 global locations.

Through acquisitions and organic growth, we continued to increase our geographic coverage and expand our technical capabilities. Our track record of innovation marks our evolution as an industry-recognized solutions integrator differentiated by end-to-end expertise to envision, develop, securely deploy, and manage our clients' modern IT solutions at scale. Insight now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

Our Offerings

Our offerings in North America and certain countries in EMEA and APAC include hardware, software, and services, including cloud solutions. Our offerings in the remainder of our EMEA and APAC segments consist of powerful software and certain software-related services and cloud solutions. On a consolidated basis, hardware, software, and services represented approximately 62%, 24%, and 14% of our net sales in 2021. This compares to 61%, 25%, and 14% of our net sales in 2020 and 60%, 27%, and 13%, respectively, of our consolidated net sales in 2019.

Our Areas of Expertise

Insight developed comprehensive solutions to meet the market demand and deliver meaningful client outcomes at scale. We quickly adapt to new innovative technology trends to advance our technical expertise. Our nearly 11,500 global teammates help organizations be ambitious in their digital transformation by providing Insight Intelligent Technology Solutions in the following key areas: Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Data and AI, and Cybersecurity.



Insight Public Sector, Inc.

Insight Public Sector, Inc. is one of the largest providers of technology to Public Sector clients in the United States. Insight brings a wealth of contract experience to our Public Sector clients, holding more than 250 contracts across the federal, state, local, and education verticals. We currently hold some of the largest contracts in the industry, from federal contracts, such as GSA and NASA SEWP, to national cooperative contracts like OMNIA Partners. We also hold state-wide contracts in over 40 different states. Collectively, these contracts and our dedicated Public Sector sales and services teams allow us to provide customized products and solutions that range from initial consulting, procurement, and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help organizations run smarter. Our value is our ability to guide, advise, implement, and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage, and secure their IT environments. Our product fulfillment and logistics capabilities, management tools, and technical expertise make designing, deploying, and managing IT solutions easier for our customers while helping them control their IT costs.

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

Insight Response:

Insight Enterprises, Inc.'s (Insight Public Sector's parent company) employee counts, as disclosed in our Annual Report filed for December 31, 2017-2021, are provided below.

	2021	2020	2019	2018	2017
Sales	3,670	3,380	3,193	2,455	2,512
Management; Support; Administration	2,955	2,820	3,961	2,424	2,024
Consulting and Delivery	4,612	4,410	3,822	2,384	2,007
Distribution	387	396	285	154	154
Total	**11,624**	**11,006**	**11,261**	**7,420**	**6,697**

Insight Public Sector, Inc. (Insight) has over 250 state, local, and education (SLED) sales, support, and management teammates located throughout the United States, who either work in one of our 50 North American office locations, or via a home-based office.

Insight Public Sector, Inc.
North America



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

Insight Response:

Insight's corporate headquarter office is located in Chandler, Arizona.

Distribution Facilities and Square Footage	
• Hanover Park, IL Warehouse (380,000 ft^2) • Lewis Center, OH (84,640 ft^2) • Fontana, CA (4,000 ft^2) • Worthington, OH (126,000 ft^2) • Montreal, Quebec (28,000 ft^2)	• Edmonton, AB (20,500 ft^2) • Calgary, AB (10,750 ft^2) • Sheffield, England (55,000 ft^2) • Ginsheim-Gustavsburg, Germany (21,527 ft^2)
Service Desk Locations	
• Chandler, Arizona • Plano, Texas	• Lewis Center, Ohio • Conway, Arkansas
Insight Hybrid Cloud Data Centers	
• ATL4 – Roswell, GA (Atlanta) (5,200 ft^2) • LAX4 – El Segundo, CA (Los Angeles) (4 Rack Cage)	• CMH1 – New Albany, OH (Columbus) (10,000 ft^2)

D. *Annual sales for the three previous fiscal years.*

Insight Response:

Insight Public Sector, Inc. SLED Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$1,362,538	$1,044,098	$617,021
Services	$187,232	$141,190	$89,351
Total	**$1,549,770**	**$1,185,288**	**$706,372**

Insight Enterprises, Inc. Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$8,120,127	$7,172,155	$6,732,121
Services	$1,315,986	$1,168,424	$999,069
Total	**$9,436,113**	**$8,340,579**	**$7,731,190**

a. *Submit FEIN and Dun & Bradstreet report.*

Insight Response:

Insight Public Sector's FEIN number is **36-3949000**, and a copy of Insight's 2022 Dun & Bradstreet report can be found in **Appendix D – Dun & Bradstreet Report 2022** at the end of our proposal document.

E. *Describe any green or environmental initiatives or policies.*

Insight is committed to protecting the environment, including pollution prevention to reduce the adverse environmental impacts of our activities and services. Through a program of continual environmental improvement and monitoring, we look for opportunities to reduce consumption and improve efficiency, including the consumption of energy from sustainable sources, monitoring and minimizing the generation of waste at the source, and taking steps so that waste is handled in a safe, environmentally acceptable manner.

We also promote the use of suppliers and contractors who are improving their environmental performance. We involve employees in the process of setting and publishing environmental objectives, improving the working environment, and seeking individual commitments and contributions to our initiatives.

Insight North America Green Initiatives

- Flexible work: We are providing more flexible work options, which reduces commuting and decreases requirements for office space.
- Less travel: We have reduced business travel and increased use of video conferencing with partners and clients to help conserve resources and encourage hybrid work practices.
- Smart lighting: We are replacing fluorescent lighting with energy-efficient LED lighting.
- Repurposing equipment: Office chairs are recycled and old telephony is donated to charity for reuse.
- Conservation efforts: We encourage teams to conserve power and use 100% recycled paper napkins and BioPAK disposable plates and cups in staff rooms.

Corporate Citizenship

Technology is one of our greatest resources for driving progress. In the 2022 Corporate Citizenship Report, learn how Insight continues to find new ways to build meaningful connections to help those we serve work and live smarter, and how the Ten Principles of the UN Global Compact guide how we do business.

Please click the link below to navigate to our 2022 Corporate Citizenship report on Insight.com.

https://www.insight.com/en_US/about/outreach-and-partnerships.html

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

Insight Response:

While Insight is not a minority, veteran or woman-owned small business, we are committed to the development and use of small businesses, including those owned by minorities, women, and veterans, when it makes good business sense and benefits all parties.

Insight recognizes that diversity sourcing is a key business driver for many of our clients. Insight's strategic partnerships can help clients meet these goals. We also recognize that each client brings a different set of requirements as it relates to their current diversity program and procurement process.

Insight offers a variety of programs that allow clients to leverage Insight's value-added services and global buying power, while having the opportunity to work directly with one of our certified diversity partners.

- Direct, strategic partnerships with diversity companies working side-by-side to provide solid business solutions for our shared clients.
- Sourcing products through Insight's supply chain of small and diverse suppliers.
- 3rd party leasing for Insight clients seeking diversity spend.

We believe that by creating long-term relationships and providing business opportunities for minority-owned, woman-owned, and small businesses, we are better able to serve our clients and support the diverse communities in which we do business.

Insight would be happy to discuss all available options should a Participating Public Agency want to learn more about our diversity programs.

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

- *Minority Women Business Enterprise*
  Insight Response: No
- *Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)*
  Insight Response: No
- *Historically Underutilized Business (HUB)*
  Insight Response: No
- *Historically Underutilized Business Zone Enterprise (HUBZone)*
  Insight Response: No
- *Other recognized diversity certificate holder*
  Insight Response: No

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

Insight Response:

Insight has relationships with dozens of subcontractors, some of whom do meet minority-owned standards. At this time, since we do not know what specific services will be requested, we do not have any subcontractors to name in our response. In general, we use subcontractors to augment our services staff so that we are able to assist clients throughout the country. Subcontractors are available for such projects as Microsoft consulting services, cabling, installation of communication systems in fleet vehicles, professional services, staffing, asset disposal, break/fix, and help desk services.

Insight has a formal subcontractor selection process in place which includes an in-depth business case review of the potential subcontractor by Senior Services Management, credit and background checks and execution of a Master Subcontractor Agreement. This review includes a thorough understanding of the subcontractor's capabilities, the ability of the subcontractor to meet Insight and client requirements, and a review of business references. Periodic audits are performed to ensure subcontractors are in compliance with Insight's contract and high performance standards.

I. *Describe how supplier differentiates itself from its competitors*

Insight Response:

Our clients are our number-one priority, so our primary goal is to deliver client value, which helps us earn client loyalty. We expect our clients to achieve advantages by leveraging our unique capabilities to provide end-to-end secure digital transformation solutions and services. From IT strategy and design to implementation and management, we meet clients wherever they are now and work alongside them to get them to where they want to be. Whether implementing public cloud or as-a-service workplace solutions, designing a next-generation or hybrid cloud data center, or leveraging sophisticated Internet-of-Things ("IoT") and artificial intelligence solutions to improve our clients' experiences, we provide technical expertise and advisory services to our clients as an industry-recognized solutions integrator. Our go-to-market framework for our cloud and digital expertise is built on over 30 years of broad IT experience combined with strategic acquisitions, new cloud and digital knowledge, and deep partner relationships. We are uniquely positioned to help our clients maximize the values of their technology today – and accelerate tomorrow.

Each of our areas of expertise represents a discrete area of growth for our business. When connected, they provide a platform for our clients to leverage our breadth of knowledge to solve their most relevant challenges. Powered by Insight's legacy technology supply chain expertise, we can support our services offerings within the hardware, software, and cloud solutions from market-leading and emerging manufacturer brands. We employ centralized and field-based sales, engineering, and services resources to execute our strategy to connect with our clients. We also invested in technical engineers, architects, and software developers who create and deliver integrated IT solutions to our clients globally, a capability we believe differentiates us in the marketplace.

Insight offers the most extensive product selection in the industry and a full range of services, including enterprise consulting, high-performance systems, integration, configuration, deployment, lifecycle management, and networking design. Our status as a global provider of IT products and services with 11,000+ employees located worldwide and our stature as a Fortune 500 company makes Insight a 'Trusted Advisor.' Our breadth of capabilities provides our clients with substantial buying power while following our business model to work with our clients to perform customized services such as you would find with a smaller Value-Added Reseller (VAR).

Single Source Provider & Super Solution Integrator

When evaluating IT suppliers, it is essential to look at the entire procurement process. IT management includes more than just buying a product. The value of the reseller relationship — the ease of having one contact to handle all your IT needs, from product procurement to services to asset disposition is a key component to your success. Using Insight as your single-source provider for IT products and services means you have only one relationship to build and maintain. It eliminates the need for multiple purchase orders, invoices, and chances for error. Today, organizations are facing more challenges than ever before. Organizations are assessing how to optimize IT operations and free up funds for the innovation required to manage today and prepare for a future that could be much different than anticipated.

Manufacturer & Publisher Relationships

Insight receives the best pricing offered by the central IT hardware manufacturers and publishers, such as HP, Inc., IBM, Lenovo, VMware, and Cisco. These strong relationships allow Insight to acquire better product allocations and higher levels of support than many of our competitors. Insight is proactive and aggressive in our efforts to lower our clients' costs continuously. We will employ our extensive manufacturer and publisher relationships to negotiate on our clients' behalf to reduce costs.

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

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations. Insight has never filed for bankruptcy.

K. *Felony Conviction Notice: Indicate if the supplier:*

a. *is a publicly held corporation and this reporting requirement is not applicable;*
b. *is not owned or operated by anyone who has been convicted of a felony; or*
c. *is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions;*

Insight Response:

Insight is a wholly-owned subsidiary of a publicly held corporation and the reporting requirement is not applicable.

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

Insight Response:

Insight has not had any debarment or suspension actions taken against it.

DISTRIBUTION / LOGISTICS

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

Insight Response:

Insight is offering Cobb County and all Participating Public Agencies our complete portfolio of hardware, software, cloud solutions, and services, including but not limited to the following.

Hardware Product Offerings

We offer products from hundreds of manufacturers, including such industry leaders as Cisco, Dell/EMC, HP Inc., Lenovo, Hewlett Packard Enterprise Company ("HPE"), NetApp, Apple, Microsoft, and IBM. Our scale and purchasing power, combined with our efficient, high-volume, and cost-effective direct sales and marketing model, allow us to offer competitive prices. We believe that providing choices from multiple partners enables us to better serve our clients by providing various product solutions to address their specific technology needs.

In addition to our distribution facilities, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs, or inventory warehousing risk exposure. As a result, we can offer billions of dollars of virtual inventory products to fulfill our performance obligations to our clients. Convenience and product options among multiple brands are vital competitive advantages compared to manufacturers' direct selling programs, which are generally limited to their brands and may not offer clients a complete or best-in-class solution across all product categories.

Our Hardware Life Cycle Services consists of sourcing, procuring, staging, configuring, integrating, testing, deploying, refurbishing, and redeploying IT products spanning endpoints to infrastructure, regionally, or across the globe via the Insight footprint and our extensive engaged network of suppliers.

Software Product Offerings

Our clients acquire software applications from us through licensing agreements with software publishers or boxed products. We offer products from hundreds of publishers, including such industry leaders as Microsoft, VMware, Adobe, IBM Software, Symantec, and Citrix. As software publishers choose different models for implementing licensing agreements, organizations must evaluate the alternatives to ensure that they select the appropriate contracts and comply with the publishers' licensing terms when purchasing and managing their software licenses. With many publishers now offering public cloud-based software solutions in place of licenses consumed on-premise, we expect to continue migration to the cloud-based software alternatives. Our software lifecycle services consist of portfolio management, compliance, integration, and adoption, on-premise or in the cloud, regionally or globally.

Solutions and Services Offerings

As a comprehensive Solutions Integrator (SI), Insight takes a client-focused approach to helping organizations identify, adopt, and manage the most appropriate solutions to drive digital transformation and modernization for innovation. Our Areas of Expertise include the Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Cybersecurity, and Data and AI. With proven methodologies and experienced teams, we help enable operational efficiencies,

gain business agility, mitigate risk, manage compliance, address spiraling data growth, and meet the demands of the modern workplace.

Our client-focused approach ensures the most appropriate solutions to drive digital transformation and modernization for innovation.



Modern Workplace

Due to the recent rapid mobilization of the workforce, a dramatic shift in the IT support needs of the landscape of the typical workplace has changed forever. We help our clients modernize essential workplace products, platforms, and workflows to create enhanced environments for secure productivity and flexibility. Insight is dedicated to steadily enhancing end-users' experience as an established leader in the industry.

For five consecutive years, Insight's Workplace Services has been distinguished in Gartner's Magic Quadrant for focusing on clients' needs, having a cost-savings approach, and providing vital support for hybrid workforce and endpoint solutions. Insight can simplify the management of our clients' IT Lifecycle and enable a fast hybrid "work anywhere" environment for their workforce. We will consistently provide comprehensive device services (including DaaS, Managed Endpoint, warehousing, and multi-media messaging) for clients through assessment and strategy engagements.

Modern Apps

The applications our clients leverage to enable workers and delight end users can be a crucial differentiator for your organization. Applications are critical to operations, but it's common to struggle with challenges, from poor user experiences to skills gaps. An underperforming application environment often forces developers to find workarounds and IT to make quick fixes while the organization experiences a significant drag.

We build modern business applications using repeatable methodologies and an agile, user-centric approach to help our clients' organizations innovate, differentiate, and grow. We future proof our clients' critical applications for increased innovation and organizational agility.

Modern Infrastructure

Technology-driven transformation is on a steep growth trajectory. Insight helps organizations modernize to drive value with proven technology architectures and flexible cloud and data solutions. The result is leveraging technology investments to create an engine of growth.

We architect and deliver modern infrastructure solutions, management, and support spanning cloud and data center platforms, modern networks, and edge technologies, to enable our clients' organizations' digital transformation. We strive to exceed our clients' demands to accelerate faster in the cloud, and our knowledgeable teams maintain essential relationships with crucial cloud partners.

Intelligent Edge

Traditional architectures are focused on the data center. Modern architectures incorporate cloud and hybrid cloud, converged solutions, and potential solutions like containers. The intelligent edge extends the perimeter to new places — factory floors, cornfields, retail stores, wind turbines, surgical units, coal mines, and nearly anywhere you could imagine. We architect and deliver edge solutions spanning network, compute, storage, and artificial intelligence ("AI") and machine learning ("ML") to drive value and deliver ongoing support for the IoT.

Although some aspects of the intelligent edge mirror traditional approaches, there are many novel considerations. Go from idea to execution with Insight. Our team can support clients using case identification, strategy, architecture and design, deployment, testing and optimization, and monitoring and management — the full spectrum of realizing your intelligent edge.

Data & Artificial Intelligence (AI)

Insight brings multidisciplinary expertise, hardened skills across all major technology partners, and a depth of vision that outperforms our competition. We modernize data platforms and architectures and build data analytics and AI solutions that transform our clients' operations and user experiences.

What Insight can deliver to our clients:

- Modern data platforms, cloud, and infrastructure.
- Data, AI, and ML solutions use case development, design, and implementation.
- Data and analytics estate development/re-development and unification.
- Security and governance for data and AI solutions.

Cybersecurity / Security and Networking

Innovation and growth are necessary. Thus, networking and security best practices must keep evolving. Our team can offer guidance and technical support at every step, focusing on aligning business and IT strategies. Insight delivers comprehensive ransomware and cyberthreat prevention and protection solutions and strategies while enhancing visibility and context with fewer manual inputs.

What we'll provide to our clients:

- Alleviate large-scale security teams through simplified security management.
- Security framework implementation (Secure Access Service Edge, Zero Trust, software-defined).
- Wireless connectivity architectures and implementations, including CBRS and standup outdoor units.
- Security for hybrid cloud and multi-cloud leveraging automation.
- Artificial Intelligence (AI), machine learning, and advanced methodologies.
- Modern data protection spans cloud, edge, and on-premises environments, encompassing data classification, governance, compliance, and disaster recovery.
- Software-defined technologies, including SD-WAN, SD-LAN, and SDDC.

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

Insight Response:

Insight maintains a primary inventory of $70 to 80 million on hand in Hanover Park, Illinois. This inventory is not shared or divided among other geographic offices. Many of our nationwide competitors can claim to have larger inventories; however, when it is distributed to hundreds of locations or franchises across the country, the inventory is much smaller, diffused, and harder to consistently allocate to our clients. Insight works closely with our major business partners to privatize inventory and will stock additional products to meet specific project and rollout schedules.

Insight's 380,000 square foot distribution center and configuration lab is a state-of-the-art facility ensuring maximum efficiency. The latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allow Insight to ship over 4,500 orders per day.

Insight also can draw an additional $2 to $3 billion in inventory from several nationwide distribution centers. Insight is currently online (real time) with Ingram Micro and TD Synnex. We can access their inventories from our systems to view additional inventory. Many dealers prefer to wait and receive their own allocation of product from the manufacturer. At Insight, we view second sourcing as an intangible value added that helps us deliver product faster and make our clients more efficient. We can find any product, anywhere in North America.

Product from these locations can be drop shipped and sent via overnight carrier if requested by our clients.

As a product becomes increasingly difficult to procure, Insight will ask for and receive the distribution data history for the product and call all the companies that obtained shipments from the manufacturer.

Finally, Insight has established a network of distribution partners that we utilize on a regular basis. Our purchasing staff will call this channel of contacts and work to procure product when necessary.

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

Insight Response:

Insight takes contract compliance very seriously, and we have a dedicated Contract Compliance team that sits under Legal to ensure we're adhering to the terms and conditions of our contracts.

From a systems perspective, Insight has a Contracts Module that is designed specifically to reduce possible human error. The system calculates the contract sell price, preventing anyone from charging more than the approved contract price. This function disallows the sales team from saving a quote or order unless the price is at or below the contracted price. Insight's Compliance team is the only team capable of assigning a contract to an account. The system, through a series of rules, automatically assigns the products to the contract. Sales cannot misrepresent that a specific product is on contract when it is not. The Compliance team audits the sales activity and reviews every new account for accuracy (so that the contracts related are accurate).

Insight does not have any retail or in-store locations, nor we do sell our products, services, and solutions through distributors. All sales will be made directly through Insight via our sales teammates.

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

Insight Response:

Products shipped from Insight's Distribution Facility in Hanover Park, Illinois, can be shipped via UPS, FedEx, Truckline, major air/heavy freight carriers such as Ceva, PGL, or a client-requested carrier. The number of business days for delivery after receipt of order varies based on the method in which the product was shipped (i.e., UPS, FedEx, etc.) and the priority it was shipped.

Due to our large shipping volume, Insight has negotiated some of the best rates with many of the carriers listed. Insight will ship products using the most aggressive priced carrier depending on poundage and scheduled delivery. Insight will adhere to specific client requests to use a different carrier and/or upgrade to a "Priority" shipment.

Because Insight cares about the security of our clients' shipments, we have instructed our delivery agents not to leave packages at a client location without a signature. Clients may choose to have their order delivered to an alternate location if they will not be available to receive it.

For hardware, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs or inventory risk exposure. As a result, we can provide a product offering with billions of dollars of products in virtual inventory. Convenience and product options among multiple brands are key competitive advantages compared to manufacturers' direct selling

programs, which are generally limited to their own brands and may not offer clients a complete or best-in-class solution across all product categories.

Insight will provide free basic best way ground shipping for all applicable orders placed under the Master Agreement to any Participating Public Agency within the continental United States.

Should a Participating Public Agency require expedited and/or a customized shipping solution or if the product is considered heavy weight, we will provide a written quote of estimated freight charges prior to order placement. As standard business practice, shipments are delivered Monday through Friday, with no deliveries on weekends or holidays. We do offer limited Saturday delivery service; however, this service is not available for all products, from all shipping warehouses, or for all delivery locations. There is no online option for setting a shipment for Saturday delivery. In order to check on the availability of Saturday delivery for your desired product, please call us at **1.800.INSIGHT** (1.800.467.4448).

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

Insight Response:



Insight provides inventory management and warehousing services from our Insight-operated Distribution and Integration Facilities in the United States, Canada, UK, and Germany. Our facilities ensure maximum efficiency, boasting the latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allowing us to ship over 4,500 orders per day in the U.S. alone.

Insight's flagship Hanover Park facility houses our primary inventory of $70-$80 million in products from over 1,500 leading manufacturers. Our inventory is not shared or divided among other geographic offices. At 380,000 square feet, this location provides us the ability to offer our clients enhanced lifecycle services. The largest of its kind, we offer warehousing, integration, and break/fix services.

Insight's acquisition of PCM in 2019 complemented our supply chain optimization solution offering and added scale by increasing our distribution center footprint in North America. Facilities included with the acquisition include:

- Lewis Center, OH: 84,640 ft^2
- Worthington, OH: 126,000 ft^2
- Fontana, CA: 4,000 ft^2
- Edmonton, AB: 20,500 ft^2
- Calgary, AB: 10,750 ft^2

These facilities allow for a combined 594,000+ ft^2 across North America.

MARKETING AND SALES

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

   i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

   ii. *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to roll out and implement a new OMNIA Partners contract. As such, we fully anticipate a seamless transition from our current contract to a new contract award. As part of that transition, here are the activities we will undertake for implementation of the new Master Agreement.

90-Day Implementation Plan	
Within 10 days of award	Our Senior Vice President of Public Sector, Scott Friedlander, will provide his endorsement and sponsorship of the award as Insight's strategic go-to-market contract vehicle for our SLED customers to the following groups: • Executive senior leadership at OMNIA Partners • Executive senior leadership at Insight • Insight's extended SLED sales teams
Within 30 days of award	Our National Account Manager, Erica Falchetti, will connect with her counterparts at OMNIA Partners to have an initial kickoff call to discuss timelines and expectations. Insight's Contract Compliance Team will set up the new contract in our SAP system, ensuring that the pricing structure proposed in our response is reflected accurately in the system. A required training will be conducted by our National Account Manager and our Contract Compliance Team for all Insight SLED sales, services, and operations teammates to ensure there is a clear understanding of the deliverables, service-levels, and related information.
Within 60 days of award	Insight will reach out to all agencies who have a formal piggyback contract in place under the current contract so that a new formal piggyback contract can be created under the new contract award.
Within 90 days of award	Insight will connect with the OMNIA Partners Sales team and Member Development team to provide training on our new contract.

B. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to.*

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

Insight Response:

Please see the 90-Day Implementation Plan above.

ii. *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Insight Response:

Please see the 90-Day Implementation Plan above.

iii. *Design, publication and distribution of co-branded marketing materials within first 90 days.*

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to market a new OMNIA Partners contract. Here are the activities we will undertake to market the Master Agreement.

90-Day Marketing Plan	
Within 30 days of award	The Insight and OMNIA Partners marketing teams will meet to discuss and plan activities to promote the new contract. This will include Electronic Direct Mail, marketing collateral, and updates to both Insight's and OMNIA Partners' websites. A deadline will be set for finalizing the deliverables.
Within 60 days of award	The Insight and OMNIA Partners marketing teams will meet to review collateral and discuss any other planned marketing outreach efforts.
Within 90 days of award	All collateral will be finalized and a timeline will be created for distributing the marketing collateral to existing Insight clients and to registered members of OMNIA Partners.

iv. *Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Insight Response:

Insight commits to attend and participate with OMNIA Partners at national, regional, and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement.

v. *Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

Insight Response:

Insight commits to attend, exhibit at, participate in, promote, and market the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Insight has been exhibiting at the NIGP Annual Forum for over ten years.

vi. *Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.*

Insight Response:

Insight will work with OMNIA Partners to create a national print advertising campaign for this contract. Among the possible publications for consideration are Center for Digital Government / Center for Digital Education / Government Technology, EDUCAUSE Review, and American City & County. We currently partner with OMNIA Partners on these types of advertising activities.

vii. *Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).*

Insight Response:

Insight will continue to work closely with OMNIA Partners in the development of a mutually agreeable marketing plan. We believe that marketing efforts should be primarily focused on decision makers in both procurement and IT, as we have found that marketing to these higher-level decision makers results in a significantly higher return on investment.

The following is a general overview of our marketing commitment.

Insight Commitment

Insight commits to spend up to 0.25% of contract revenue in marketing activities to promote the contract. These activities will include, but not be limited to, participating in tradeshows, creating co-branded marketing collateral, developing sales contests, driving awareness of the contract, and other activities as determined by Insight management.

Incremental Funding

Insight will make a coordinated effort internally to work with our manufacturer and publisher partners to provide incremental marketing funds for promotion of the contract and the manufacturer's/publisher's products and solutions.

Collateral

Insight will work with OMNIA Partners to create marketing collateral, similar to what we've done under the current contract. An example of that collateral is included in **Section 9 – Appendices, Appendix E**.

Case Studies

Insight will work with OMNIA Partners to document case studies, similar to what we've done under the current contract. An example of a case study is included in **Section 9 – Appendices, Appendix F**.

Electronic Direct Mail (EDM)

Insight will create EDMs for our "opted-in" public sector clients to make them aware of the new contract.

viii. *Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

Insight Response:

Insight currently has a dedicated OMNIA Partners internet web-based homepage on our website, located here: www.ips.insight.com/omnia. Upon notice of an award, we will update the website with information about the new contract.

C. *Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

Insight Response:

As an existing contract holder with OMNIA Partners, Insight has spent the last thirteen years actively marketing and promoting our contract to Participating Public Agencies. During that time, over 5,000 registered agencies have chosen to purchase from us through our OMNIA Partners contract. Insight is completely committed to the marketing and success of this contract and will continue in our go-to-market sales strategies including:

- Insight will seek to leverage this contract with our more than 60,000 current public sector clients by utilizing our existing sales teams and processes, as well as through the marketing activities described elsewhere in this response.
- Insight sales teams will proactively engage the local vendor community to promote this contract's value proposition and its specific value to their relative local contractual situations.

The following is a list of SLED multi-state cooperative contracts held by Insight. This list does not include contracts where Insight has been named as an authorized reseller on a manufacturer-held contract, as we are not the primary contract holder for such contracts.

- NASPO ValuePoint Software VAR
- Equalis Group
- NASPO ValuePoint Cloud Solutions
- Sourcewell (Cisco & Microsoft Unified Communications Solutions)

While we understand that our existing contracts may be viewed as an obstacle to our ability to succeed in and broaden this contract, Insight believes our existing contractual relationships are actually a benefit to OMNIA Partners. We will seek to leverage the existing relationships that we have developed under these contracts to:

- Transition clients over to the OMNIA Partners contract (when possible).
- Position the OMNIA Partners contract with clients as an alternative contract vehicle for all items not covered by their existing contracts.
- Discuss the value of moving their acquisition efforts to the OMNIA Partners contract with procurement officials. Ideally this conversation should be pursued jointly with both the appropriate local vendor partners and the OMNIA Partners Regional Managers and Member Development Managers.

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

Insight Response:

Insight agrees to provide our logo to OMNIA Partners and agrees to provide permission for reproductions of such logo in marketing communications and promotions. Insight also acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

E. *Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
ii. *Best government pricing*
iii. *No cost to participate*
iv. *Non-exclusive*

Insight Response:

Insight confirms that we will be proactive in our direct sales of goods and services to Public Agencies nationwide and that we will follow up on any leads established by OMNIA Partners. We have an existing email alias, OMNIA@insight.com, where leads are currently sent, and those leads are immediately forwarded to the appropriate Insight sales teammate.

Insight further confirms that all sales materials will be presented to the OMNIA Partners marketing team for review before they are distributed to Public Agencies. Insight commits that our sales materials will communicate 1) executive leadership endorsement and sponsorship, 2) best government pricing, 3) no cost to participate, and 4) the fact that our award is non-exclusive.

F. *Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include*

i. *Key features of Master Agreement*
ii. *Working knowledge of the solicitation process*
iii. *Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
iv. *Knowledge of benefits of the use of cooperative contracts*

Insight Response:

Insight confirms that we will train our national sales force on the Master Agreement, and that the training will include 1) key features of the Master Agreement, 2) working knowledge of the solicitation process, 3) awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and 4) knowledge of benefits of the use of cooperative contracts.

Upon contract award, our SLED sales teams will participate in mandatory training on the new contract, including all details on our corporate, pricing, and sales commitments. On a continuing basis, extensive training on the OMNIA Partners contract will be provided to all new sales and support staff before entering the sales floor. Additionally, we will provide annual refresher trainings to our sales, services, and support teams so they remain current and focused on our primary offering.

Every Insight teammate who works with public sector clients must go through a series of specific trainings to ensure that the teammate understands not only the public sector client but also acknowledges that they will adhere to all applicable laws, regulations, and policies that are involved with providing service to a client in the public sector, including our contracts.

Training sessions are handled by Insight's Learning & Development and Compliance Teams. We drill down to the individual teammate's responsibilities and specific client base to ensure he or she understands the contracts that will be supported by the teammate.

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

i. *Executive Support*
ii. *Marketing*
iii. *Sales*
iv. *Sales Support*
v. *Financial Reporting*
vi. *Accounts Payable*
vii. *Contracts*

Insight Response:

Insight's OMNIA team is as follows:

i. Executive Support: Scott Friedlander, Senior Vice President – Public Sector, scott.friedlander@insight.com, 703.594.8129

ii. Marketing: Kathy Kramer, Marketing Manager, katherine.kramer@insight.com, 937.415.9427

iii. Sales: Erica Falchetti, Sr. SLED Market Leader – Capture & Business Development, erica.falchetti@insight.com, 480.333.3071

iv. Sales Support: Tone Tuskan, Manager – SLED Client Operations, tone.tuskan@insight.com, 509.742.2283

v. Financial Reporting – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vi. Accounts Payable – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vii. Contracts – Brittany Dunaway, Manager – SLED Compliance, sledcontracts@insight.com, 480.366.7029

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

Insight Response:

Insight has four Sales Market Leaders who oversee all our sales teams. Kevin Hallihan leads our field sales teams in the East and Central, Brian Louderback leads our field sales teams in the West and TOLA, Ken Richter leads our national inside sales teams, and Clayton Boras leads a team dedicated to higher education entities. All told, we have over 100 dedicated sales teammates and managers who sell only into the state, local, and education space.

These sales teammates are supported by an additional 150+ dedicated SLED client operations, software, services support, business development, and contract compliance teammates. Sales and support teammates are spread throughout the U.S., both in company offices and in remote home offices. This coverage helps to ensure our clients have access to a team of people at Insight, regardless of what time zone they may be in.

We have provided an organizational chart in **Section 9 – Appendices, Appendix A**.

The highest level executive in charge of the sales team is Scott Friedlander, Senior Vice President –Public Sector. His contact information is as follows:

Scott Friedlander, SVP Public Sector
scott.friedlander@insight.com
703.594.8129

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

Insight Response:

Many of Insight's 100+ SLED sales teammates already have relationships with their OMNIA Partners counterparts, both in Sales and in Member Development. Additionally, our sales teams have years of experience in positioning and selling the value of the OMNIA Partners contract. Our commitment to growth is reflected in our contract sales, which have increased steadily over the past 13 years, and which have more than doubled since we were awarded the most recent contract back in 2016.

Additionally, Insight invests more than $500,000 annually in marketing and sales development funds specifically towards growing sales under our existing contract. Upon award of a new contract, we are fully committed to making continued large investments in this area.

Insight will continue to partner with the OMNIA Partners team through joint sales calls, tradeshow attendance, and participation in team calls.

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

Insight Response:

As an existing Supplier with OMNIA Partners, Insight has over 13 years of experience in managing the national program. We have long-standing relationships with the OMNIA Partners team, including Marketing, Partner Development, Member Development, and Sales.

Upon award of a new contract, we will continue our regular cadence with these teams, which includes a monthly meeting between the Insight and OMNIA Partners marketing teams, regular participation on sales team calls, and consistent communication with our designated Vice President for Partner Development.

Erica Falchetti will continue to serve as Insight's National Account Manager and will be responsible for coordinating activities between Insight and OMNIA Partners. Additionally, Insight's Contract Compliance team will be responsible for the administration of the contract and will ensure that we are remaining compliant with the terms and conditions of the contract.

Any leads that come to us from either the OMNIA Partners Sales team or the Member Development team will be immediately handed over to the Insight account executive for that Participating Public Agency. If we don't have an account set up for the agency (which, in our experience, is rare), the Insight account executive will ensure one is created in a timely manner.

Insight understands that the success of our contract is dependent on clear lines of communication, and we commit to strengthening our relationships with the OMNIA Partners team to ensure the communication continues throughout the term of this Master Agreement.

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

Insight Response:

Insight's gross sales to SLED entities in fiscal year 2021 totaled $1,362,538,000.

Below is a list of Insight's ten largest SLED clients, along with the total purchases for fiscal year 2021. Contacts at the below agencies have not given their approval for their information to be publicly released. Should you need to contact any of these agencies, please reach out to Erica Falchetti, erica.falchetti@insight.com.

- Tennessee Department of Finance and Administration ($46,164,000)
- Washington Consolidated Technology Services ($30,331,000)
- Colorado Governor's Office of Information Technology ($25,959,000)
- Texas Health and Human Services Commission ($21,953,000)
- Mesa Unified School District ($21,089,000)
- New Jersey Judiciary Court System ($19,286,000)
- Miami-Dade County ($18,892,000)
- Kentucky Commonwealth Office of Technology ($17,671,000)
- Iowa Office of Chief Information Officer ($17,330,000)
- New Jersey Office of Information Technology ($15,012,000)

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

Insight Response:

Insight's account management model integrates a deep footprint of field sales representatives and consultants with inside sales personnel in locations around the United States.

Our account management approach ensures our clients have expert support and strategic alignment of their hardware, software, cloud, and services requirements. Our clients' IT technology and procurement teams will benefit by having the advantage of working with a dedicated account team that is familiar with and adheres to their internal processes and methodologies.

Insight utilizes SAP as the internal ERP system for managing client account information. SAP also supports various order entry and inventory control functions.

Quotes and Order Placement

Quotes can be requested electronically through Insight's e-procurement portal, or via an agency's dedicated account team (via email, phone, or fax). All mediums will elicit pricing, product availability, configuration, and shipping information.

Using Insight's web portal, end users can save items in their cart as a quote for purchase later. Saved quotes can also be emailed. Should the user decide to (and have the authority to) purchase the quoted items, the saved quote can be turned into an order that will be placed online.

Insight's web purchasing portal displays an order confirmation screen after the order has been placed. The end user or user account that placed the order will also receive the following via email:

- A copy of the notification confirming the web order has been received
- Advanced Shipment Notification (ASN) when product from the order ships. Below is an example of the Advanced Ship Notification (email that Client/Buyer Receives)

ADVANCE SHIP NOTICE

Your order has been picked and packed for shipping. Please see your tracking number(s) below. If tracking information is not yet available, please check it again the following business day. We appreciate your business and are committed to delivering excellent service.

Material	Description	Order Qty	Shpd Qty	Ship Date
CHS-7080-MFF	OPTIPLEX 7080 MFF I5-10500T 8GB 256SSD B See below Delivery 0820737617	10	10	19-JAN-2021
210-AUNF-CHSPSC	DELL 22 MONITOR - E2220H See below Delivery 0820737617	27	27	19-JAN-2021

Serial #: 9DYXD73, 9F0XD73, 9F0YD73, 9F1XD73, 9F1YD73, 9F1ZD73, 9F2XD73, 9F2YD73, 9F2ZD73, 9F3XD73

For online orders, clients will receive the ASN by default. This setting can be turned off if desired. An additional email can be added at the time of order placement to also receive the ASN. This feature is unique to Insight's ASN tool. Insight's ASN is available via hard copy, verbal and/or web-based purchasing. ASNs are also available for non-web orders placed through Insight's

ordering system by the Insight Account Team. After an order has been placed, end users with appropriate permissions can add an ASN for future shipments from that order.

Tracking Orders

End users will have access to review purchase orders in detail and even track shipped orders. Multiple levels of information are built into the system to provide end users with details, which can be sorted by the following criteria:

- Invoice Number
- Order Date
- Purchase Order Number
- Ship Date
- Tracking information with direct link to shipper's website (i.e., FedEx, UPS)
- Order Numbers
- Ship to Address
- Delivery Status
- Serial Numbers (if applicable)

For added convenience, Insight has integrated our order processing, labeling, and tracking systems with the systems of major freight carriers. Order tracking numbers are hyperlinked to the freight carrier's tracking system for up-to-the-minute information regarding order status. This integration helps to ensure efficient and accurate deliveries that are traceable by both Insight and our clients.

Order Timeframes

Orders containing product available in our $70-$80 million inventory held in Hanover Park, Illinois, will ship the same day providing no configuration services are needed and the order is received by 3:00 p.m. Central Time. Insight will ship all orders missing this cutoff time the following business day as a standard operating procedure. Software orders placed by 3:00 p.m. local time will ship that day. Insight maintains a 99.998% two-business day delivery rate for such "pick and pack" products. As a reseller, product availability is based on the manufacturer, so it will vary by product line.

Should the product need to be configured in our Integration labs, the normal turnaround time is two to three working days. If Insight runs into some extenuating circumstances that would create lab backlogs, the client will be notified so schedules can be changed accordingly. Our configuration labs operate 5 days a week, 24 hours a day.

The integration between our network and our distribution partners ensures advanced levels of service for our clients. For example, our order-processing system automatically chooses the warehouse closest to a client's delivery point so that orders placed by 3:00 p.m. local time are generally shipped that day. Overnight shipment cutoff from our distributor partners is 3:00 p.m. if product is in a west coast warehouse.

Invoices

Invoices are processed and sent to the designated billing address the day following product shipment, or in the case of licensing, the day after order placement, and can be sent via hard copy, EDI, or in a summary billing statement. Maintenance is invoiced in advance of the coverage period, based on the contractual agreement with the publishers.

The current Insight invoice format for products includes purchase order number, invoice number, purchase date, bill to and ship to information, a detailed product description, serial number (if applicable), manufacturer product number, unit pricing, number of units ordered, terms of payment, method of shipment indicating both carrier and terms, cost of delivery, and any applicable sales tax. Non-standard, client-specific information can additionally be provided on Insight invoices and reports. Insight can work with our clients to mutually determine the processes for attaining and providing such information.

For services, Insight itemizes bills based on the client billing requirements and the type of services provided. Insight is willing to discuss and mutually agree upon how bills are itemized, and the level of cost detail required to meet our clients' billing requirements.

In addition to the previously listed billing options, Insight currently offers clients the ability to exchange business documents electronically using both ANSI X.12 EDI (Electronic Data Interchange) and XML B2B (Business-to-Business) standards. These processes are standard Insight functionality that provide highly reliable alternatives for manual business transactions reducing cost and improving turnaround times.

Payments

Payments sent to the retail lockbox are posted to the client's account the same day the bank deposits the check without any intervention from accounts receivable. Payments sent to the retail lockbox that cannot be scanned and posted directly to the client accounts are rejected. These checks are photocopied by the lockbox and overnighted to accounts receivable to post manually to the client's account. Manual payments are posted within 24-48 hours of the bank's deposit. Insight does not use third party partners for billing purposes.

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

Insight Response:

$150,000,000.00 in year one

$175,000,000.00 in year two

$200,000,000.00 in year three

M. *Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.*

i. *Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
ii. *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
iii. *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*

iv. *If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternative or additional proposal.*

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

Insight Response:

As a Supplier with OMNIA Partners (and U.S. Communities before that) for over thirteen years, Insight understands the requirements and confirms our commitment to the above options for responding to a solicitation for Products covered under the Master Agreement. Our first goal is always to present the value of the Master Agreement to Public Agencies by making sure they understand that the contract was competitively-solicited and therefore a separate solicitation is not needed.

However, in those cases where a Public Agency still chooses to put out their own solicitation, Insight will either respond with pricing that is at or below the Master Agreement pricing (and report the subsequent sale to OMNIA Partners) or propose pricing that is higher than the Master Agreement. If a Public Agency allows for alternative proposals, we will include the Master Agreement as an option.

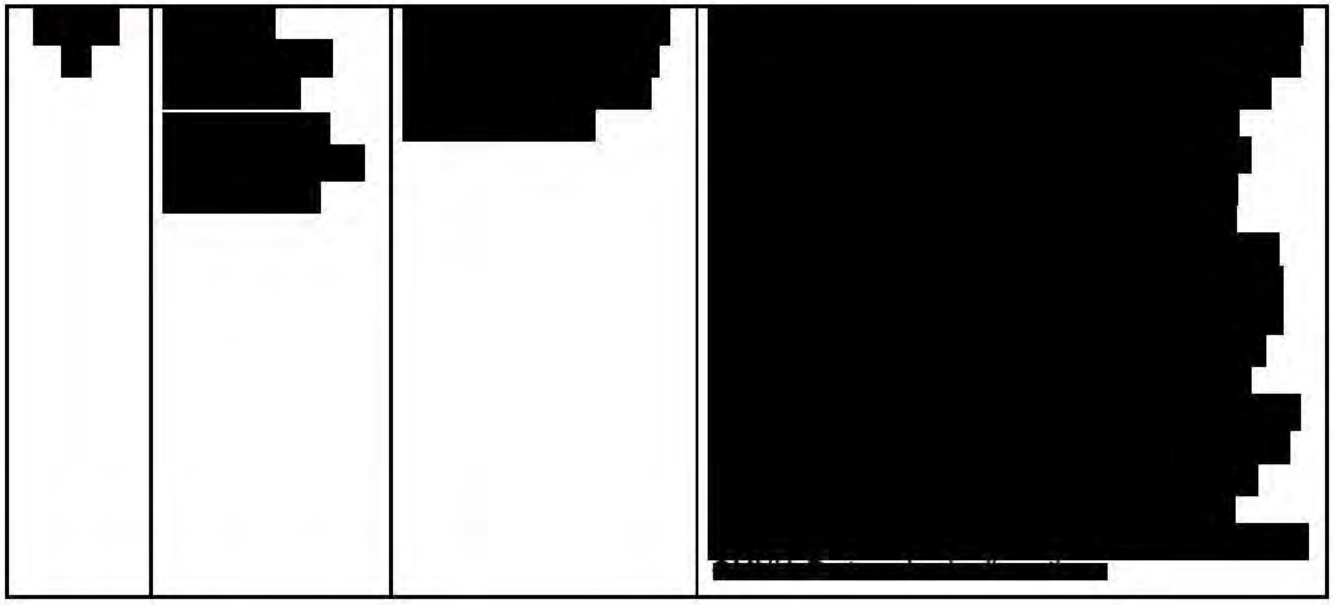
b. *The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.*

Insight Response:

Insight requests that the following clarifications/exceptions be included in any final terms and conditions of the contract; nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually agreeable terms prior to the commencement of the engagement.

PAGE NUMBER	REFERENCE SECTION/ PARAGRAPH	IDENTIFIED EXCEPTION/NOTE	PROPOSED NEW LANGUAGE/COMMENT
16 (PDF P. 22)	Cobb County General Instructions for Proposers, Terms and Conditions; XIV. Delivery Failures	Supplier proposes to strike delivery penalties as Supply Chain issues are causing extreme delays in some cases, and those factors are beyond our control. Supplier will keep end users updated with expected lead times and delivery dates.	Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

19 (PDF P. 25)	Cobb County General Instructions for Proposers, Terms and Conditions; XXVIII. Indemnification/Hold Harmless, 1st Paragraph	Supplier proposes to strike the 1st 2 sentences as the reps and warranties we are providing are already stated in this agreement and goes beyond the scope of warranties we have already agreed to.	To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]



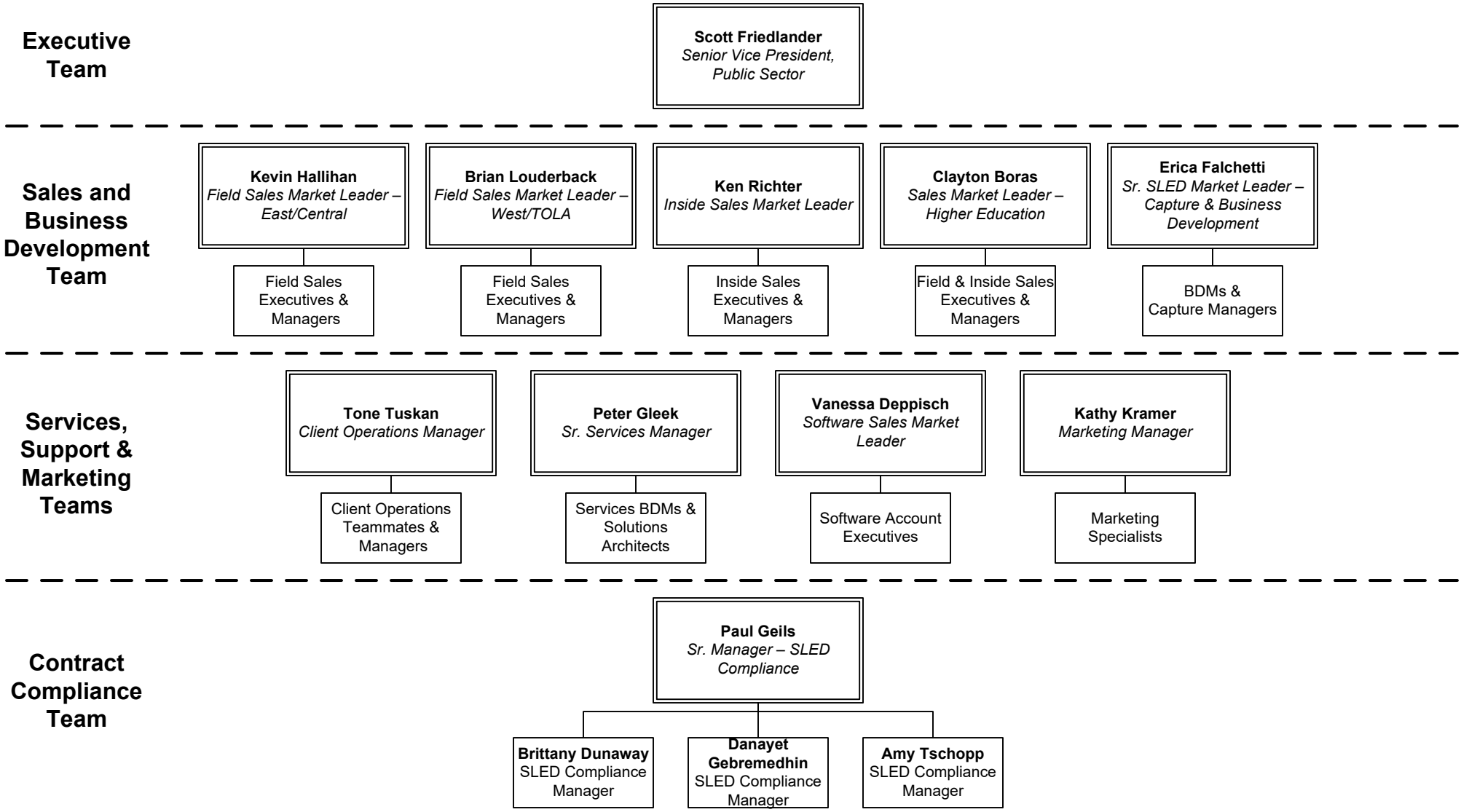
9. Appendices

Below is the list of documents included with our response.

- Appendix A – Organizational Chart
- Appendix B – Sample Agreements
    - Sample Insight Statement of Work (SOW) template
    - Sample Amazon Web Services Order Form Agreement
    - Sample Google Cloud Platform Order Form Agreement
    - Sample Microsoft Azure Order Form
- Appendix C – Manufacturers, Publishers, and Suppliers
- Appendix D – Dun & Bradstreet Report 2022
- Appendix E – Marketing Collateral
- Appendix F – Hidalgo County Case Study
- Bid Submittal Form
- RFP Form
- Exhibit A – Contractor Affidavit and Agreement
- Exhibit F – Federal Funds Certifications
- FEMA Special Conditions
- Exhibit G – New Jersey Business Compliance Forms
    - Statement of Ownership Disclosure
    - Non-Collusion Affidavit
    - Affirmative Action Affidavit
    - Political Contribution Disclosure Form
    - Stockholder Disclosure Certification
    - Certification on Non-Involvement in Prohibited Activities in Iran
    - New Jersey Business Registration Certificate
    - EEOAA Evidence with Certificate of Employee Information Report
    - MacBride Principals Form
- Addendum No. 1
- Addendum No. 2
- Addendum No. 3

Appendix A - Organization Chart

Insight Public Sector
Organization Chart
Cobb County & OMNIA Partners



Insight Client Account Number	
Statement of Work #	
State/Fed Contract	

Statement of Work

("SOW")

Parties and addresses for notice:

"Insight"	"Client"
Company name: Insight Public Sector, Inc.	Company name:
Primary contact:	Primary contact:
Address:13755 Sunrise Valley Drive, Suite 750 Herndon, VA 20171	Address:
Phone number: [update]	Phone number: [update]
Email: [update]	Email: [update]
Secondary contact: [update]	Secondary contact: [update]

Agreed and accepted:

Insight	Client
Authorized signature:	Authorized signature:
Name:	Name:
Title:	Title:
Date:	Date:

Invoicing procedures:

Method (Client MUST select ONE option below.)	PO Process (Client MUST select ONE option below.)
☐ **Mail Invoice** – Hard copy of invoice will be mailed to: Company name: Address: Attention: Accounts Payable or Accounts Payable Contact: Phone:	☐ **Client issues system-generated POs or internal reference numbers for service engagements.** Please fill in the PO number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or a billing reference is provided. PO number: PO release number (if applicable): Internal billing reference number/name:
OR ☐ **Email invoice** – Invoice copy will be sent electronically via email to:	OR ☐ Client does NOT issue system generated POs for service engagements. Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

This SOW is effective as of the date last signed above ("SOW Effective Date"). Client's purchase, receipt, and use of the Services defined herein are subject to: (a) the written agreement for Services executed between Insight and the Client ("Master Agreement"), or (b) if the parties do not have a Master Agreement in place for the Services, the Terms of Sale for Services located at https://www.insight.com/en_US/help/terms-of-sale-services-ips.html (collectively, the "Agreement"). Capitalized terms used but not defined in this SOW will have the meaning given in the Agreement.

1. Purpose

The purpose of this SOW is to set forth the specific Services that Insight will provide to Client in connection with the Agreement.

2. Definitions

a. "Deliverables" means the items created by Insight in connection with the Services and as specifically described in the Scope of Services and Delivery Schedule Section below.

b. "Services" has the meaning given to it in the Scope of Services and Delivery Schedule Section.

3. Scope of Services and Delivery Schedule

Insight will perform the following services ("Services") per the terms of this SOW.

3.1. Service Description

The following is a high-level description of the Services Insight will provide:

1. [update] as outlined in the Exhibit(s) of this SOW.

3.1.1. Location

Performance of the Services will be [remote and/or onsite].

- [client address]

3.2. Project Management

Insight will provide project management as detailed in the applicable Exhibit of this SOW.

3.3. How Services are Accepted

After Insight performs a Service or delivers a Deliverable to Client, if the Service or Deliverable does not meet the material requirements described in the SOW, then Client will provide Insight with a written explanation describing how the requirements were not met within 5 days following the date the Service or Deliverable was delivered to Client. If Client fails to provide the written explanation within this 5-day period, the Service and Deliverable will be deemed accepted by Client.

3.4. Business Hours

Services will be performed during normal United States business hours unless otherwise mutually agreed upon in the attached Exhibit(s). Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

3.5. Client Responsibilities

Client is responsible for the following:

1. Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.

2. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
3. Client will provide Insight the necessary access to its internal experts, location(s), critical systems, applications, workspace, and equipment required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client cannot provide access or required resources under this SOW, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.
4. Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
5. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material are defined as any items purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
6. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
7. Client will be responsible for managing and maintaining, if applicable: (a) back-up and/or data migration of existing data and Client's information unless otherwise agreed to by Insight; (b) computer system and network designs; (c) component selection as it relates to the performance of the computer system and/or the network; (d) reasonable firewalls and if appropriate encryption; (e) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls); and (f) physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
8. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation, and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so.
9. If applicable, Client is responsible for performance of the following OCM-related tasks:
    a. Stakeholder Engagement, including but not limited to:
        i Stakeholder analysis, use case development, and/or persona/user segmentation activities
        ii Stakeholder engagement plan including scheduling of any activities
    b. Communications, including but not limited to:
        i Creation of a communications plan, including content plans for email, online resources, and any other communications channels
        ii Execution/creation of any content outlined in the communications plan
        iii Communications T-minus schedule
    c. Training, including but not limited to:
        i Training plan and schedule
        ii Training content planning, creation and/or execution
    d. Adoption, including but not limited to:
        i Creation or execution of a governance plan
        ii Creation or execution of a post-project end-user adoption plan

3.6. Assumptions

1. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

2. Outside the scope of this SOW, Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.
3. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.

3.7. Change Request Procedure

If either party identifies any alterations to the scope of work, specifications, or requirements in this SOW, it shall be brought to the attention of the other party's management for pre-authorization by completing and submitting a written Change Request in a manner described in this section and signed by both parties ("Change Request Form").

Without limitation, Change Request Forms are appropriate in the following examples, as well as other situations that alter the scope of work, specifications, or requirements in this SOW:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels
- Additional resources, scope, projects, new services, tasks
- Changes to management and control of hardware and software
- Adjustments to baselines, assets, volumes, or other areas where changeover time results in the need to adjust pricing
- Additions, deletions, and/or changes to sites where services are provided, or the nature of services provided at a site

If any such change causes an increase or decrease in the cost or time required for the performance of the Services, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form.

If Insight believes an operational change is required and Client does not agree to the change (or the applicable Change Request), Insight will be relieved of any related service level obligations. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service.

3.8. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

3.9. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of at least 20 business days from receipt of both documents may be required for scheduling purposes.

If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Client may incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

3.10. Estimated Duration

The Services' duration will be approximately [xx] week(s).

4. Pricing and Payments

4.1. *Summary of Pricing*

The table below is a summary of the pricing for all the offerings described in this SOW. Specific information regarding each Service is listed in the Fee sections below.

Offering Name	Fee Type	Quantity or Term	Total Estimated Amount

4.2. *Fixed Fee*

Client shall pay Insight the fixed fee of $ [#.##]. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will reimburse Insight for travel expenses, if any are required.

The fixed fee is based on the following:

Project Description	Price
[Project Description/Milestone Phase]	[$#.##]
[Project Description/Milestone Phase]	[$#.##]

4.2.1. Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

4.3. *Time and Materials*

Services will be provided on a time and materials basis. Costs incurred by Client will be based on a 4-hour minimum (per day) for onsite resources, or actual time worked, whichever is greater. Client will not reimburse Insight for travel expenses if any are required.

Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
Total Estimated Amounts	**0**		**$ 0.00**

Note: With the exception of the hourly rate the table above provides budgetary estimates only.

4.3.1. Invoicing

Insight will invoice on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any taxes incurred (if applicable).

4.4. Pricing Notes

1. Pricing offer is valid for 30 days from the date a copy of this SOW is first presented to Client. This SOW must be executed and returned to Insight by Client within such 30-day period or pricing will expire.
2. Travel expenses, if applicable, are not reimbursable.
3. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project. Any additional requirements, including without limitation, additional screening, background check, vaccination or covid-related requests and other out-of-scope or previously undisclosed resource-related requests may result in Service commencement or completion delays and additional fees.
4. Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable pre-approved travel expenses and other costs. Accordingly, if Client cancels this engagement, Client shall pay Insight the fees set forth below. Such cancellation shall be in writing and shall be effective when received by Insight.

Cancellation Period	Cancellation Fee
Less than 3 business days prior to start of engagement	100% of total cost of engagement OR $12,500.00, whichever is less
Between 3 and 10 business days prior to start of engagement	10% of total cost of engagement OR $2,500.00, whichever is less
More than 10 business days prior to start of engagement	None

5. If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, any applicable travel expenses will be incurred.
6. Insight is not responsible for delays or repeated tasks caused by factors outside of Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities.
7. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

4.5. Client Work Product

All results of the Services described in and delivered pursuant to this SOW, including Deliverables and Client's proprietary information contained therein, authored or created by Insight specifically for Client as a Work Made for Hire, excluding any Insight IP incorporated therein ("Work Product"), will be and remain the property of Client. Insight retains all right, title, and interest in, without limitation, any intellectual property rights in works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic, or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created, or reduced to practice by Insight and used for the Services, including any derivatives or modifications ("Insight IP"). To the extent Work Product includes any works of authorship that are Insight IP, Insight grants Client a nonexclusive and non-transferable license to use each such portion of the Work Product for its internal business purposes, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis.

5. Exhibit – Project Management

Insight will provide the following project management and technical direction:

Project Coordinator

- Serve as the primary point of contact on all project issues, needs, and concerns
- Facilitate introduction kickoff call to review scope and project expectations
- Schedule and coordinate the necessary resources to support the project
- Complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed
- If applicable, perform the following activities related to organizational change management ("OCM") outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:
    - Identify Client contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support
    - Track the following decisions and deliverables as part of the project plan:
        - Plans for stakeholder engagement, communications, content planning, training, and adoption
        - T-minus schedules for stakeholder engagement, communications, and training
        - Technical dependencies related to OCM activities
    - Where applicable, engage Insight OCM SMEs for advisory purposes, not to exceed 5 hours

Program Manager

- Provide oversite and act as the primary escalation point for the program
- Maintain contact and communication with all Insight project team members and project stakeholders to ensure conformance with requirements of project delivery and Client expectations

- Develop a program-level governance model and work with Client to obtain endorsement for successful implementation
- Oversee program to ensure consistency of project practices (Change Requests, issue management, risk management, decision tracking, etc.); follow and contribute to standard Client implementation methodologies and best practices
- Work with Client to identify the program success criteria and document dependencies, risks, and issues associated with the successful completion of the program
- Develop program communications plan and associated documents, drive cross-project delivery consistency, and coordinate cross-project communications
- Maintain frequent program-level written and verbal communications with all program stakeholders and participants ensuring communications are understood by recipients
- Identify and manage program-level dependencies and critical paths
- Identify, escalate, and document program issues as necessary
- Provide team leadership and guidance throughout the program
- Work closely with the Insight Project Managers and key Client team members and stakeholders to ensure that the program is effectively executed
- Provide a Program Schedule highlighting Deliverables, corresponding milestones, planned project events, and timelines
- Deliver program-level summaries at agreed-upon intervals

5.1. *Project Contacts*

Contact Name	Contact Email
Client Sponsor - [update]	[update]
Client Technical Lead – [update]	[update]
Client Executive - [update]	[update]
Solutions Executive – [update]	[update]@insight.com
Additional Insight Contact – [update]	[update]@insight.com
Services Manager – [update]	[update]@insight.com
Project Manager – [update]	[update]@insight.com

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6. Exhibit – Service Offering Information

6.1. Service Description

The following is a high-level description of the Services Insight will provide:

- [Bullet 1]
    - [Bullet 2]
        - [Bullet 3]
            - [Bullet 4]

6.2. Scope and Approach

Insight will perform the following Services:

[Phase]

- [Bullet 1]
    - [Bullet 2]

[Sub-Phase]

- [Bullet 1]
    - [Bullet 2]

[Sub-Phase]

- [Bullet 1]

6.2.1. Out of Scope

1. The following are considered out-of-scope and are not part of the Services:
    a. Electrical or cabling services
    b. Formal user training
2. Services and Deliverable items not expressly described in the Scope and Approach section is considered to be out of scope. Any out-of-scope items must be pre-authorized and verified by Insight in writing through the Change Request process.

6.3. Deliverables

Overall Project

- [Bullet 1]

Project Management

Project Coordinator

- Communications/escalation contact list

Project Manager

- Communications/escalation contact list
- Weekly status reports on the progress of the project

Program Manager

- Weekly status reports on the process of the program

Deliverables, if any, will be agreed upon by both parties in writing.

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6.4. *Offering-Specific Client Responsibilities*

1. [Enter offering-specific responsibilities here]

6.5. *Offering-Specific Assumptions*

1. [Enter offering-specific assumptions here]

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Amazon Web Services Order Form Agreement

Client Name:		Client Acct. #	
Address		Client Contact Name:	
City, State, Zip		Account Executive:	
State/Fed Contract:		Request Date	Click or tap to enter a date.

This Amazon Web Services ("AWS") Order Form Agreement, together with any attachments or schedules (collectively referred to herein as the "Agreement") contains the terms and conditions that govern access to and use of the AWS Cloud Services provided by Amazon Web Services, Inc. (also referred to as the "Vendor" or "Amazon" or "Service Provider") and purchased through and accepted by Insight Public Sector, Inc., (also referred to as "Solution Provider" or "Insight") on behalf of itself and its affiliates and successors, and is an agreement between Insight and the entity specified in the "Customer Name" field above, on behalf of itself and its affiliates, successors, customers and end-users (hereinafter, "Customer", or "you"). The Effective Date of this Agreement will be the earlier of when this Agreement is manually or electronically signed below and accepted by Insight, the date an order is placed in the AWS customer portal (the "AWS Client Portal"), or the date Cloud Services are enabled or provisioned for use by you. You represent to Insight that the individual signing or accepting this Agreement or placing an order for Cloud Services pursuant to this Agreement, has the legal authority to bind you. FOR AWS GOV-CLOUD, PLEASE REACH OUT TO YOUR INSIGHT REP FOR MORE INFORMATION.

Scope of this Agreement: Scope of this Agreement: Scope of this Agreement: The Cloud Services included within the scope of this Agreement are consumption-based AWS Cloud Services which are ordered directly through Insight. **AWS Marketplace transactions are not covered under this Agreement; therefore, these transactions will not be subject to the terms set forth herein, nor will such transactions be priced in accordance with the underlying Terms of Sale.**

1. Definitions

1.1. **"Acceptable Use Policy"** means the policy currently available at: http://aws.amazon.com/aup as may updated from time to time.

1.2. **"Content"** means any content you upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.

1.3. **"Policies"** means the AWS Acceptable Use Policy, the Site Terms, the Service Terms and all other restrictions described on the AWS site at http://aws.amazon.com.

1.4. **"Services"** means each of the AWS web services made available by AWS.

1.5. **"Service Offerings"** means the Services provided by AWS under this Agreement.

1.6. **"Service Terms"** means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms as may be updated from time to time.

1.7. **"Third Party Content"** means content made available to you by any third party on the AWS site or Marketplace in conjunction with the Services.

2. Use of the Service Offerings

2.1. **Generally**. You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service

Offerings, including Service Terms, the Acceptable Use Policy and other Policies as defined in Section 1.

2.2. **Your Account**. Once an account has been set up for you, Service Offerings may be enabled and provisioned by you via the AWS Client Portal. Use, reporting, and invoicing of the Service Offerings are based on a consumption or actual use model, as further described below. You will be invoiced for the Service Offerings you consume in accordance with usage reports provided by AWS.

2.3. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

3. **Security and Data Privacy**

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

4. Fees and Invoicing

4.1. **Fees**: The unit or per seat Fees for Service Offerings payable by you will be the current AWS list price at the time such Service Offerings are consumed by you[, less a [X] percent ([X]%) discount from Insight at invoice. You will receive a discount off of the following AWS Services as set forth at: AWS AUTHORIZED SERVICES LIST, in addition to the Business and Enterprise Support Plans]. The total Fees payable by you[, with Insight's discount (if any),] will be set forth in Insight's invoice in the manner described below. Insight reserves the right to modify the Fees payable as a result of changes implemented by AWS to its partner/distributor program.

4.2. **Invoicing/Payment**: Service Offerings used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Service Offerings used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by AWS. AWS's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Service Offerings consumed in each preceding monthly billing period on an actual use or consumption basis as reported by AWS. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date.

4.3. **Cloud Service Credits/SLAs**: The Parties agree that AWS's Service Level Agreements, to the extent applicable, will apply to this purchase as set forth at https://aws.amazon.com/legal/service-level-agreements/. To the extent that a Cloud Service credit is due to Client in accordance with the AWS Service Level Agreement(s), the Parties agree that any credit due will be credited by Insight to Client's account within a reasonable time after Insight's notice from Client of the claim and following AWS's verification of Client's claim. Client expressly acknowledges and agrees that Insight is not obligated to provide any Cloud Service credit if AWS is unable to verify Client's claim. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICE OFFERINGS OR BREACH OF THE SLA.

5. Term / Termination

5.1. **Term**. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or Insight in accordance with Section 5.2.

5.2. **Termination**. (a) Termination for Convenience. You may terminate this Agreement for any reason by: (i) providing Insight notice and (ii) closing your account for all Services for which Insight provides an account closing mechanism. Insight may terminate this Agreement for any reason by providing you 30 days advance notice. (b) Termination for Cause. (i) By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period. (ii) By Insight. Insight may also terminate this Agreement immediately upon notice to you (A) for cause, if any act or omission by you results in a suspension of your account by AWS, or (B) if AWS terminates or no longer provides the Service Offerings under this Agreement for any reason.

5.3. **Effect of Termination**. (a) Generally. Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; and (iii) you will immediately return or, if instructed by Insight, destroy all AWS Content in your possession. (b) Post-Termination Assistance. Unless Insight terminates your use of the Service Offerings pursuant to Section 5.2(b), during the 30 days following termination: (i) AWS will not erase any of Your Content as a result of the termination; (ii) you may retrieve Your Content from the Service Offerings only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and (iii) AWS will provide you with the same post- termination data retrieval assistance that is generally made available to all customers.

6. Indemnification

You will defend, indemnify, and hold harmless Insight, its affiliates, licensors, and each of its respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Service Offerings; (b) your breach of this Agreement or violation of applicable law; or (c) your Content or the combination of your Content with other applications, Content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your Content or by the use, development, design, production, advertising or marketing of your Content.

7. Limitation of Liability

INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, GOODWILL, USE OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WILL INSIGHT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICE OFFERINGS, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (II) DISCONTINUATION OF THE SERVICE OFFERINGS; OR (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE OFFERINGS FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE OFFERING THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

NOTHING IN THIS SECTION 6 WILL LIMIT YOUR OBLIGATION TO PAY US PURSUANT TO SECTION 4 (FEES AND INVOICING).

8. Insight's Terms of Sale

The purchase of AWS Cloud Services are subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"). To the extent the terms of this Agreement conflict with the Insight Terms of Sale for Cloud Services, these Agreement terms shall take precedence with respect to the purchase of Service Offerings. For the avoidance of doubt, notwithstanding the presence or acceptance of your order by Insight or Vendor, any applicable service setup information will be for administrative purposes only and subject to this Agreement. This Agreement is a Special Terms addendum to the Insight Terms of Sale, and is hereby incorporated by reference. Capitalized terms used but not defined herein will have the meaning provided in Insight's Terms of Sale.

9. Vendor's Terms of Use – AWS Agreements

By entering into this Agreement, you acknowledge that the use of the AWS Cloud Services provided through Insight is subject to the applicable AWS Public Sector Access Policy, a current version of which is located at: AWS Public Sector Access Policy.

You will be solely responsible for providing each of your affiliates, subsidiaries, customers and end-users with the aforementioned AWS Agreements governing use of the AWS Cloud Services and gain their acceptance prior to any purchase, provisioning and use of such AWS Cloud Services.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS AGREEMENT AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS CLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER DESCRIBED HEREIN AND ACCEPT THIS AGREEMENT AND ALL APPLICABLE TERMS AND CONDITIONS APPLICABLE TO SUCH ORDER ON BEHALF OF THE CLIENT.

Insight		Client	
By:	_____ *Authorized Representative*	By:	_____ *Authorized Representative*
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

1. EXHIBIT A - SUPPLEMENTAL TERMS AND CONDITIONS FOR AWS GOVCLOUD

[Delete this exhibit if it should not be included in the contract]

These Supplemental Terms and Conditions for AWS GovCloud ("AWS GovCloud Supplemental Terms") form an addendum to the Insight AWS Agreement, and set forth the terms and conditions that are specific to the AWS GovCloud Services being purchased by Client from Insight. To the extent these terms conflict with the Insight AWS Agreement, these AWS GovCloud Supplemental Terms will govern with respect your purchase of the AWS GovCloud Services. Terms used but not defined herein will have the meaning given in the AWS Agreement.

1) Use of the AWS GovCloud (U.S.) Region Service Offerings.

You may access the AWS GovCloud (U.S.) Region if you have root level access to the relevant program account.

2) AWS GovCloud (U.S.) Region Representations & Warranties.

Should you gain access to an AWS GovCloud (U.S.) Region account, the AWS Services may not be used to process or store classified data. You are responsible for verifying that all end users accessing Your Content in the AWS GovCloud (U.S.) Region are eligible to gain access to Your Content. You represent and warrant that You: (i) are a U.S. Person, as defined by 22 CFR part 120.15 ("U.S. Person"); (ii) will only assign a U.S. Person as your account owner for the AWS GovCloud (U.S.) Region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), have and will maintain a valid Directorate of Defense Trade Controls registration; (iv) are not subject to export restrictions under U.S. export control laws and regulations (e.g., you are not a denied or debarred party or otherwise subject to sanctions); and (v) maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested, You agree to provide additional documentation and cooperation to verify the accuracy of the foregoing representations and warranties.

3) Your Use of GovCloud Credentials.

a) **GovCloud Region**. AWS will implement reasonable and appropriate measures for the AWS Network in the GovCloud Region designed to: (i) help You secure Your Content against accidental or unlawful loss, access or disclosure; (ii) implement the in-scope Federal Risk and Authorization Management Program ("FedRAMP") controls for the Services identified as FedRAMP compliant; and (iii) maintain physical and logical access controls to limit access to the AWS Network by AWS personnel, including employees and contractors, to U.S. citizens, as defined by 8 USC §1401, et seq. ("U.S. Citizens") ((i), (ii) and (iii) collectively the "Security Objectives"). The GovCloud Region is the only AWS Region that has physical and logical access controls that limit access to the AWS Network by AWS Personnel to U.S. Citizens. (The 'AWS Network' means AWS's data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.)

b) **GovCloud Region Security Standards**.

i) **Information Security Program**. AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to: (a) satisfy the Security Objectives; (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network; and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more

employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

(1) ***Network Security***. The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

(2) ***Physical Security***.

(a) Physical Access Controls. Physical components of the AWS Network are housed in nondescript facilities (the "Facilities"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and certain contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors and any other contractors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

(b) Limited Employee and Contractor Access. AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.

(c) Physical Security Protections. All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

ii) **Continued Evaluation**. AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

(1) **Your Responsibilities**. You are responsible for all physical and logical access controls beyond the AWS Network including, but not limited to, Your account access, data

transmission, encryption, and appropriate storage and processing of data within the GovCloud Region. You are responsible for verifying that all End Users accessing Your Content in the GovCloud Region are eligible to gain access to Your Content. The Services may not be used to process or store classified data. If you introduce classified data into the AWS Network, You will be responsible for all sanitization costs incurred by Insight and AWS. Your liability under this provision is exempt from any limitations of liability.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS GOVCLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER ASSOCIATED HEREWITH AND ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS ON BEHALF OF CLIENT.

Client	
By:	*Authorized Representative*
Print Name:	
Title:	
Date:	

Google Cloud Platform Order Form Agreement

Customer Name:		Customer Acct. #	
Address:		Customer Contact:	
State/Fed Contract:		Domain:	

This Order Form ("Agreement") governs access to and use by the customer named above, on behalf of itself and its affiliates, successors, customers, and end users (collectively, the "Customer", "You" or "Your") of the Google Cloud Platform Services supplied by Google, LLC (the "Supplier" or "Google") and provisioned through Insight Public Sector, Inc. ("Insight"). The individual accepting this Agreement on behalf of Customer represents and warrants that he or she: (i) has full legal authority to bind Customer to this Agreement; (ii) has read and understands this Agreement; and (iii) agrees to the Agreement on behalf of Customer. If you do not have the legal authority to bind Customer, please do not accept this Agreement, or provision or use any Services.

1. Definitions.

1.1. "Acceptable Use Policy" or "AUP" means Supplier's acceptable use policy set forth for the Services, found at https://cloud.google.com/terms/aup as modified from time to time.

1.2. "Anthos Products" means the subset of Google Cloud Platform Services described in the Google Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.3. "Application(s)" means any web or other application Customer creates using the Google Cloud Platform Services, including any source code written by Customer to be used with the Services or hosted in an Instance.

1.4. "Committed Purchase(s)" have the meaning set forth in the Service Specific Terms.

1.5. "Content" means any content you upload to the Services under your account or otherwise transfer, process, use, or store in connection with your account.

1.6. "Customer Data" means content provided, transmitted, or displayed via the Google Cloud Platform Services by Customer, but excluding any data provided as part of the Customer's Google account (either gmail.com address or an email address provided under the "Google Apps" product line).

1.7. "Google Cloud Platform Services" means Google's Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.8. "Google TOS" means the Google Cloud Platform Terms of Service at https://cloud.google.com/terms/.

1.9. "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

1.10. "Instance" means a virtual machine instance, configured and managed by Customer, which runs on the Google Cloud Platform Services.

1.11. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

1.12. “Premium Software” means Software which Google has described as “Premium Software” within the Google Cloud Platform Services and is subject to the Service Specific Terms, including, but not limited to: Anthos Products.

1.13. "Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Google Cloud Platform Services.

1.14. "Services" means the Google Cloud Platform Services.

1.15. "Service Specific Terms" means the terms which are specific to each Google Cloud Platform Service and set forth at https://cloud.google.com/terms/service-terms as modified from time to time.

1.16. "SLAs" means the service level agreements applicable to the Google Cloud Platform solutions found at https://cloud.google.com/terms/sla/.

1.17. "Software" means any downloadable tools, software development kits, or other such proprietary computer software provided by Google in connection with the Google Cloud Platform Services, including Premium Software, which may be downloaded by Customer, and any updates Google may make to such Software from time to time.

1.18. "Third Party Content" means content made available to you by any third party via Insight or the Console in conjunction with the Services.

2. Terms of Sale and Terms of Use for Cloud Services

2.1. **Terms of Sale**. The purchase of the Services will be subject to Insight’s Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html (“Insight Terms of Sale”), including, but not limited to, pricing (where applicable) will be set forth in the Google Cloud Platform console, tools or platform used by You to procure Services (the “Console”). For the avoidance of doubt, notwithstanding the presence or acceptance by Insight of any separate purchase order You may provide, to the extent such purchase order contains other terms, it will be for administrative purposes only and the parties agree that the governing terms and conditions shall be those set forth in this Agreement, unless otherwise agreed to in writing by Insight and You. If there is a conflict between the Insight Terms of Sale and any of the other documents that comprise the Agreement (“Conflicting Terms”), the terms of the Agreement (“Prevailing Terms”) will take precedence over the Conflicting Terms solely with respect to Your use of the Google Cloud Platform Services. Moreover, the Prevailing Terms shall be construed as narrowly as possible to resolve the conflict while preserving as much of the Agreement as possible, including, but not limited to, preserving non-conflicting provisions contained within the same paragraph, section, or sub-section as the Conflicting Terms. Capitalized terms which are not defined in this Agreement shall have the meaning ascribed to them in the Insight Terms of Sale.

2.2. **Terms of Service**. The Services are provided by the Supplier and are subject to the Google TOS. Such terms, including any additional Supplier terms provided in this Agreement, will apply to Your access to and use of the Services. By provisioning Services through the Console, you represent, warrant and covenant that you will not use the Services unless You have agreed to the Google TOS.

2.3. **Your Account**. Once an account has been set up for you, Services may be enabled and provisioned by you via the Console. Use, reporting and invoicing of the Services are based on a consumption or actual use basis, as further described below. You will be invoiced for the Services you consume in accordance with usage reports provided by the Supplier.

2.4. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third-Party Content, your use of any Third-Party Content is at your sole risk.

3. Security and Data Privacy

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies, and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including without limitation, notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection, and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

3.3. **Privacy Policy**. Google Cloud Platform Services are subject to Google's privacy policy located http://www.google.com/policies/privacy/ as modified from time to time.

4. Fees and Invoicing

4.1. **Fees**. If You exceed the usage limits, fee thresholds, Committed Units or any prepaid credits applicable to the Service, You agree to pay for the fees and charges for such over usage. For any extension of a Services subscription term or the provisioning of a Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by You and Insight. Insight, may, from time to time in its sole discretion, change the fees it charges for the Service. Any increase in the fees will take effect at the beginning of the new subscription term. Insight will notify You of any such changes by updating the Console or sending notice by e-mail or regular mail.

4.2. **Invoicing/Payment**. Services used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Services used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by Google. Google's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Services consumed in each preceding monthly billing period on an actual use or consumption basis as reported by Google. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date. If You have purchased prepaid credits, You will be invoiced monthly against Your prepaid amount. You will have the option to either purchase additional increments of prepaid credits or default to consumption-based billing. Should You fail to purchase additional prepaid credits and Your usage exceeds Your prepaid credit amount, You agree to pay Insight for any and all amounts owed to Google for such over usage and You will continue to be invoiced on an actual use basis as reported to Insight by Google.

4.3. **Google Cloud Platform Service SLAs**. The Google Cloud Platform Services are more fully described at https://developers.google.com/cloud/services and are subject to the service level agreements found at https://cloud.google.com/terms/sla/. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICES OR BREACH OF THE SLA.

5. Term/Termination

5.1. **Agreement Term**. The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated as set forth in this Section 5 of the Agreement.

5.2. **Termination for Breach**. Either party may terminate this Agreement for breach if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this

Agreement more than two times notwithstanding any cure of such breaches. In addition, Insight may terminate any, all, or any portion of the Services or Projects, if Customer meets any of the conditions in Section 9.2(i), (ii), and/or (iii).

5.3. **Termination for Inactivity**. Insight or Google reserves the right to terminate the provision of the Service(s) to a Project upon 30 days advance notice if, for a period of 60 days (i) Customer has not accessed the Admin Console or the Project has had no network activity; and (ii) such Project has not incurred any Fees for such Service(s).

5.4. **Termination for Convenience**. Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services. Insight may terminate this Agreement for its convenience at any time without liability to Customer.

5.5. **Effect of Termination**. If the Agreement is terminated, then: (i) the rights granted by one party to the other will immediately cease; (ii) all Fees owed by Customer to Insight are immediately due upon receipt of the final electronic bill; (iii) Customer will delete the Software, any Application, Instance, Project, and any Customer Data or Customer will transfer billing account direct to Google or a new service provider; and (iv) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

6. Additional Required Terms

6.1. **Liability for Breach/Indemnity**. In addition to any liability Customer may have to Insight, Customer agrees that Customer will also be legally responsible directly to Google for any breach of these terms and conditions. Unless prohibited by applicable law, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (a) regarding any Application, Project, Instance, Customer Data, or Customer trademark; or (b) regarding Customer's, or its end users', use of the Google Cloud Platform Services in violation of the Acceptable Use Policy. Google is a third party beneficiary to this Agreement with respect to the terms and conditions set forth herein.

6.2. **No Warranties**. EXCEPT AS EXPRESSLY SET FORTH IN THE SERVICE SPECIFIC TERMS FOR PREMIUM SOFTWARE, GOOGLE AND ITS SUPPLIERS DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

6.3. **Intellectual Property Rights**. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable), and Google owns all Intellectual Property Rights in the Google Cloud Platform Services and Software.

6.4. **Other Restrictions**. Customer will not, and will not allow third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Google Cloud Platform Services or any component thereof (except to the extent such restriction is expressly prohibited by applicable law); (b) use the Google Cloud Platform Services for High Risk Activities; (c) sublicense, resell, or distribute the Google Cloud Platform Services or any component thereof separate from any integrated Application; (d) use the Google Cloud Platform Services to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine; (e) unless otherwise set forth in the Service Specific Terms, use the Services to operate or enable any telecommunications service or in connection with any Application that allows its end users to place calls or to receive calls from any public switched telephone network; (f) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State; or (g) unless expressly permitted to, use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA).

6.5. **Google Cloud Platform Terms of Use for Public Sector**. Customer acknowledges that use of the Google Cloud Platform Services provided through Insight is subject to the applicable Google Cloud Computing End User License Agreement for Public Sector, a current version of which is located at: https://www.carahsoft.com/application/files/3415/7685/7848/Google_Cloud_Master_General_Terms_US_Gov_GCP_12-20-2019.pdf.

6.6. **Acceptable Use Policy**. Customer will comply with the Acceptable Use Policy and ensure that its Applications, Projects, and Customer Data, and use thereof by its end users comply with the Acceptable Use Policy. Google reserves the right to review the Application, Project, and Customer Data to ensure Customer's compliance with the Acceptable Use Policy.

6.7. **Service Specific Terms**. Customer will comply with the Service Specific Terms.

6.8. **Terms Related to Anthos Products**. If Customer is purchasing Anthos Products, the following terms shall apply:

6.8.1. During the Term, or so long as Customer is purchasing Anthos Products under the pay-as-you-go model, Customer must purchase and maintain Google technical support in order to receive technical support for the Anthos Product directly from Google;

6.8.2. Customer may not, on behalf of a hyperscale public cloud provider, without Google's prior written consent, (a) conduct (directly or through a third party) any comparative or compatibility testing, benchmarking, or evaluation (each, a "Test") of the Anthos Products, or (b) disclose the results of any such Test.

BY SIGNING THIS AGREEMENT (OR ISSUING A PO IN LIEU OF SIGNATURE), YOU HEREBY CERTIFY THE FOLLOWING:

THAT (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS ORDER, (2) THAT YOU ACCEPT THIS ORDER AND ALL APPLICABLE TERMS AND CONDITIONS ON BEHALF OF CLIENT, AND (3) THAT YOU AGREE TO PAY FOR ALL ORDERS, CHANGES, AND/OR INCREASES IN USAGE SUBSEQUENTLY PROVISIONED BY YOU UNDER YOUR ACCOUNT.

Client	
By:	_____ *Authorized Representative*
Print Name:	
Title:	
Date:	

1. SCHEDULE A - FEES AND ADDITIONAL ORDER DETAILS

Fees:

All prices set forth in this Schedule A are estimates of monthly Services usage only. Customer is responsible for all actual Services charges accrued in accordance with Sections 4.1 and 4.2 of this Agreement.

Services Order Details:

Type or Description of Services	Price (based on estimated usage)	Notes

MICROSOFT AZURE ORDER FORM

Client Name: Client Account No:

Address:

Address:

Client Contact: Insight Contact:

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS ORDER FORM

- **PROVISIONING AND USE OF CLOUD SERVICES.** Insight performs the initial tenant set-up for Client, including adding Client's subscription and configuring Client's owner rights. Once a subscription has been created for Client, Cloud Services may be enabled and consumed by Client via the Microsoft Azure Services Portal. Use, reporting and invoicing of Cloud Services are based on a consumption or actual use model, as further described below. Client will be invoiced for Cloud Services consumed in accordance with usage reports provided by Microsoft.

- **TERM/TERMINATION.** Cloud Services start once provisioned by Insight on Client's behalf. Cloud Services are available on a month-to-month basis. Client can cancel the Cloud Services at any time by providing written notice. If Client terminates its use of Cloud Services, Client will remain responsible to Insight for the prior month's consumption and all accrued charges for such Cloud Services which will be billed in the next scheduled invoice.

- **FEES AND INVOICING.** Client agrees to pay the fees and charges for the Cloud Services as set forth in the provided price list at purchase, as may be amended from time to time. All future quantities used, enabled or consumed for purchased Cloud Services will be invoiced monthly in arrears on an actual use basis (i.e. "pay-as-you-go") as measured and reported to Insight by Microsoft. The unit purchase price (consumption rate) for each of the Cloud Services available to the Client will be made available for Client's review on a monthly basis. For any extension of a subscription term or the provisioning of a Cloud Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by Insight and Client. Notwithstanding the foregoing, Insight may, from time to time and in its sole discretion, change the fees it charges all clients for the Cloud Service for reasons including, but not limited to, changes in Microsoft's pricing and changes to its channel partner programs.

- **AZURE RESERVATIONS (Azure Reserved VM Instances)(*Optional).** Client agrees that Azure Reservations purchases will be invoiced up-front, in full, for the entire term. All Azure Reservations have their own unique coverage period (not coterminous to any previous Azure Reservation purchase). No refunds will be granted once the Azure Reservations are provisioned and in use. *By executing this Order Form, Client agrees to pay the Azure Reservations fees listed below up-front on Client's first issued invoice*:

☐ **FORM OF PAYMENT.** Form of payment must be on file before Insight will provision the Cloud Services. All Cloud Services consumed leveraging this Agreement will automatically be billed to the selected form of payment. If a form of payment change is required, please call Insight Credit Card Services Department for assistance.

Net 30 Payment Terms unless You have a separate purchase agreement signed by both your company and Insight, in which case , the net terms of that separate agreement will govern

Credit Card Payment. Please provide last 4 digits of credit card

*Due to security and compliance standards we require clients to call our Credit Card Services Department at 800-INSIGHT and requesting the Credit Card Services department between the hours of 7:00 and 4:00 MST Monday – Friday to provide the full credit card information.

☐ **BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO INSIGHT'S "MICROSOFT CLOUD SOLUTION PROVIDER (CSP) AGREEMENT" WHICH IS INCORPORATED HEREIN BY REFERENCE AND GOVERNS YOUR ORDER FROM INSIGHT, LOCATED AT THE FOLLOWING URL:** https://www.insight.com/microsoft-csp-agreement-for-us-gov-community

☐ **BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO MICROSOFT'S TERMS OF USE (COLLECTIVELY, THE "MICROSOFT AGREEMENTS"). YOU SHALL BE SOLELY RESPONSIBLE FOR PERIODICALLY REVIEWING DESIGNATED URLS OR SUCCESSOR URLS OF MICROSOFT TO UNDERSTAND AND PERFORM IN ACCORDANCE WITH SUCH AMENDED OR OTHERWISE UPDATED MICROSOFT TERMS.**

1. The Microsoft Online Services Terms can found at: https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx

2. The Microsoft Customer Agreement is available from Client's tenant accessed through the Microsoft Online Services Portal; OR Client accepts the current applicable regional version of the Microsoft Customer Agreement available at: https://www.microsoft.com/licensing/docs/customeragreement

3. The Microsoft Azure Service Level Agreement can be found at: https://azure.microsoft.com/en-us/support/legal/sla

BY CHECKING THE ABOVE-REFERENCED BOXES, YOU UNDERSTAND AND AGREE TO EACH AND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT THAT ARE LEGALLY BINDING. YOU FURTHER AGREE THAT YOUR SIGNATURE ON THIS DOCUMENT IS AS VALID AS IF YOU SIGNED THE DOCUMENT IN WRITING.

By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**
Email:	

PO Number (Optional):

Appendix C - Manufacturers, Publishers and Suppliers

Manufacturers, Publishers and Suppliers

#1 PC DIAGNOSTICS COMPANY
.COM SOLUTIONS
.VANTRONIX
/n software, inc.
@COMM
@XI COMPUTER
02 SOLUTIONS
0XDATA INC
1 BEYOND, INC
1 EDI SOURCE
1 Source Metrology Corp
1 TRIPPLITE
10000ft
101 AUDIO VIDEO INC
1099 EXPRESS.COM
1099 PRO, INC
10by8
10GEN INC
10GTEK TRANSCEIVERS
10TEC COMPANY
10to8
10ZIG TECHNOLOGY/BOSANOVA
123 SYNCHRONIZER
123PROPOSAL AUTOMATION SOFTWARE INC
128 CONSULTING LLC
12GHOSTS INC
16 SOFTWARE
1776 SOFTWARE
17a-4
1-800-BATTERIES/IGO
1E LTD
1PASSWORD
1SPATIAL INC
1STVISION INC
1VISION SOFTWARE
1WORLDSYNC INC
2 TECHNOLOGY PLACE
200
2020 TECHNOLOGIES
203 Trading - Acer Refurbs
203 Trading - Dell Refurbs
203 Trading - HPI Refurbs
203 Trading - Lenovo Refurbs
203 Trading - Microsoft Refurbs
203 Trading - Samsung Refurbs
203 Trading - Viewsonic Refurbs
22 CASES
22 MILES, INC (PENDING)
24U SOFTWARE
2BRIGHTSPARKS PTE LTD
2BrightSparks Pte. Ltd.
2conciliate Business Solutions AB
2D3 LIMITED
2E2
DigiDNA SARL
DigiEffects LLC
DIGIGRAM
DIGIKEY
DIGI-KEY CORPORATION
DIGILENT
DIGILIANT
DIGIMATION
DIGIMIND
DIGINEX
DIGIPEDE TECHNOLOGIES LLC
DIGIPORT
DIGIPOS SYSTEMS
DIGIPOWER
DIGISHUO
DIGISIGNER
DIGISTORE SOLUTIONS
DIGITAL ACCESSORIES CORPORATION
DIGITAL ACOUSTICS CORPORATION
DIGITAL AIRWARE
DIGITAL ANARCHY
DIGITAL ANTENNA, INC.
DIGITAL ATLANTIC CORP
Digital Audio Corp
DIGITAL BLUE INC.
DIGITAL CANAL
DIGITAL CHECK CORP
DIGITAL COMBUSTION INC
DIGITAL CONCEPT
DIGITAL CONFIDENCE LTD
DIGITAL CREATION
Digital Data Services, Inc.
DIGITAL DECK COVERS
DIGITAL DETECTIVE GROUP
DIGITAL DETECTIVE GROUP LTD
DIGITAL DISPLAY SYSTEMS, INC.
DIGITAL ELEMENT
DIGITAL FILM TOOLS
DIGITAL FILMWORKS
Digital Fuel SV LLC
DIGITAL GUARDIAN INC
DIGITAL IMAGE SOLUTIONS SINGAPORE
DIGITAL INNOVATIONS
DIGITAL INTELLIGENCE INC.
DIGITAL JUICE
DIGITAL LIFESTYLE OUTFITTERS
DIGITAL LOGGERS INC
DIGITAL METAPHORS
DIGITAL METROLOGY SOLUTIONS
DIGITAL NETRIX
DIGITAL NETWORKS
DIGITAL PERIPHERAL SOLUTIONS, INC.
DIGITAL PERSONA
DIGITAL PRODUCT
LANGSDOM
LANGUAGE ENGINEERING COMPANY
LANGUAGE LINE SOLUTIONS
LANIER
LANNER INC
LANPARTE
LANSA INC
LAN-SECURE NETWORKS
LANSHACK
Lansweeper
LANSYST LTD
LANTERIA LLC
LANTRONIX
LAPCABBY
LAPLINK SOFTWARE
LAPLINK.COM
LAPP TANNEHILL
LAPTOP CHARGER FACTORY
LAPTOP SERVICE CENTER LLC
LAPWORKS
LARCOM & YOUNG
LARS SAMS
LARSCOM
LARSEN ANTENNAS
LARSON SOFTWARE TECHNOLOGY
LARSON SOFTWARE TECHNOLOGY 2002
LASALLE TECHNOLOGIES
LASCAR ELECTRONICS
LASCO
LASER RECHARGE
LASERFICHE
LaserPecker
LASERSOFT IMAGING, INC.
LASITU
LASKO PRODUCTS
LASTAR, INC.
LASTBIT CORP
LASTPASS
LASUNEY
LATENIGHT SOFTWARE LTD
LATERALWORKS
Latest Solutions USA
LATITUDE GEOGRAPHICS
LATITUDE LEARNING
LATTICE SEMICONDUCTOR
LATTIX INC
LAUBLAB KG
LAUBRASS INC
LAUDONTECH SOLUTIONS INC
LAUNCH 3 VENTURES LLC COMPANY
LAUNCHDARKLY
LAUNSBY CONSULTING
Laurel Bridge Software, Inc.
Lauren Innovations
SAALFELD
Saba Software
SABERLOGIC INC
SABRENT
SACHLTER
SACRAMENTO COMPUTER POWER INC
SADA SYSTEMS INC
SAE
SAFARI BOOKS ONLINE LLC
SAFCO
SAFE HARBOR COMPUTERS
SAFE SECURITIES INC
SAFE SOFTWARE
SAFE TREK INC
SAFE TYPE, INC
SAFECONSOLE
SAFECORE, INC.
SAFEGUARD
SAFEND
SAFENET, INC.
Safepass.me
SAFER NETWORKING LTD
Safe-T Data
SAFETY INNOVATIONS
SAFETY INSPECTION SOLUTIONS LLC
SAFETY SOFTWORKS
SAFETY TECHNOLOGY INTERNATIONAL
SAFETY TECHNOLOGY INTERNATIONAL INC
Safety Videos
SAFEWARE THE INSURANCE AGENCY INC
Safran Software Solutions AS
Saft
SAGAXSOFT
SAGE GROUP
SAGE PUBLICATIONS
SAGE SOFTWARE
SAGEKEY SOFTWARE
SAGELAMP SOLUTIONS INC
SageMath
SAGEM-INTERSTAR
SAGER NOTEBOOK COMPUTER
SAGITTA HPC
SAHARA CASES LLC
SAICOO
SAILPOINT TECHNOLOGIES
SainSmart
SAINT CORPORATION
SAISON INFORMATION SYSTEMS CO.,LTD
SAITECH IT PRIVATE LIMITED
SAITEK INDUSTRIES
SAKAR
SAKETA
SAL JOHNSON & ASSOCIATES INC
SALAMANDER DESIGNS LTD

Manufacturers, Publishers and Suppliers

2FA, INC.
2FLYER
2N USA LLC
2ND QUADRANT INC
2POINT
2Ring
2-SEC LTD
2X SOFTWARE LLC
2X SOFTWARE LTD
3 LEGGED THING
3000AD SYSTEMS PTY LTD
321DONE
352 INC
360WORKS
37 SIGNALS LLC
3AM SYSTEMS LTD
3C CAD INC
3COM
3CORE SOFTWARE
3CX
3D CONTROL SYSTEMS INC
3D IO GMBH
3D ISSUE
3D LASER ADVANTAGE INC
3D NATURE LLC
3D RAPID PRINTS
3D SYSTEMS, INC.
3D To All
3D3 SOLUTIONS LTD.
3DBear Inc
3DCADCO INC
3D-COAT
3DCONNEXION
3DI INC
3D-KSTUDIO.COM
3DLABS
3DQUAKERS.com
3DStudio.nl
3D-TOOL
3DVISTA ESPANA SL
3EYE TECHNOLOGIES
3I'S INC
3M COMPANY
3M TOUCH SYSTEMS
3P Learning Inc.
3PAR
3RP
3SL
3T SOFTWARE LABS GmbH
3WARE
3XLOGIC
4 DEGREES
42GEARS MOBILITY SYSTEMS
45 DRIVES MANUFACTURING
Digital Projection, Inc.
DIGITAL PROTOTYPE SYSTEMS INC
DIGITAL RAPIDS CORPORATION
Digital Reasoning
DIGITAL RIVER
Digital Science & Research
DIGITAL SECURITY CONTROLS
Digital Shadows Inc
Digital Signature Software
DIGITAL SPECTRUM SOLUTIONS, INC.
DIGITAL SPEECH SYSTEMS
DIGITAL STORAGE
Digital Storm
DIGITAL SURF
DIGITAL TIGERS
Digital Transforms
DIGITAL TRANSITIONS
DIGITAL WATCHDOG
Digital Workplace Forum Group
DIGITAL.AI SOFTWARE, INC.
DIGITALINX
DIGITALLINK
DIGITALML USA INC
DIGITALOFFICEPRO INC
DIGITALSTORAGE
DIGITALVOLCANO SOFTWARE LTD
DIGITALVOLCANO SOFTWARE LTD.
Digite Inc.
DIGITECH SYSTEMS
DIGITEK COMPUTER PRODUCTS
DIGITIZE DESIGNS LLC
DIGITIZEIT
DIGITTRADE GMBH
Digitus Biometrics, Inc.
DIGITZONE
DIGIUM
DIGSELL
DIGSILENT GMBH
DILIGENT CORPORATION
DIMASTR
DIMENSION 5
DIMENSIONAL SOLUTIONS INC
DIMPLE SOFTWARE
Dinamenta
DINAMO GMBH
DINCLOUD
DINKUMWARE
DINO SOFTWARE
DINOLITE
DINSPACE
DI-O-MATIC
DIPL-ING. MARTIN AIGNESBERGER
DIRAD TECHNOLOGIES INC
DIRECT BUSINESS TECHNOLOGIES LLC
LAUTERBACH INC
LAVA COMPUTER MANUFACTURING
LAVALIER
LAVASOFT
LAVASTORM ANALYTICS INC
LAVIEW EAGLE EYE TECHNOLOGY
LAVKOW
LAW ENFORCEMENT SUPPLY
LAWVU LIMITED
LAYER 2 GMBH
LAYERED SOLUTIONS
Layout Editor
LAYOUT LIMITED
LAYTON TECHNOLOGY
LAZA WIRELESS LLC
LBM SYSTEMS
LC TECHNOLOGY INTERNATIONAL
L-COM, INC.
LCPtracker
LD PRODUCTS
LDAP SERVICES *USE LDAPSOFT
LDAPSOFT
LDAPSOFT CORPORATION
LDRA SOFTWARE TECHNOLOGY
LE CROZZ
LEA Professional
LEAD TECHNOLOGIES INC
LEADER TECHNOLOGY
LEADERSHIP INFUSION LLC
LEADING MARKET TECHNOLOGIES INC
LEADS ONLINE LLC
LEADTEK
LEADTHEM CONSULTING , LLC
LEAN ENTERPRISE SOFTWARE SOLUTIONS
LEAN SOFTWARE LTD
LEANIX INC
LEANKIT INC
LEAP MOTION, INC.
LEAPFROGBI
LEAPWORK
LEARN IT INC
LEARNING A-Z LLC
LEARNING COMPANY
LEARNING SEED
Learning Tree International
LEARNINGWARE, INC
LEARNITURE FURNITURE
LEARNKEY
LEARNPORT INC.
LEARNPULSE SAS
LEARNQUEST
LEASE ACCELERATOR INC
LEASEQUERY LLC
LEATHERMAN TOOL GROUP INC
SALARY.COM
SALEAE LLC.
SALES BEACON
SALESEDGE LLC
SALESFORCE
SALFORD SYSTEMS
SALIENT PROCESS INC
SALIENT STILLS INC
SALT
SALTED SERVICES
SALTER BRECKNELL
SALTSTACK HEADQUARTERS
SALTY BRINE SOFTWARE
SAM R REDDY DBA EVAP CONSULTING INC
SAMANAGE USA INC
SAMDESK
SAMETOP
SAMLEX AMERICA, INC.
SAMPLE MAGIC LTD
SAMPO
SAMS PUBLISHING
SAMSARA NETWORKS
SAMSILL CORPORATION
SAMSON TECHNOLOGIES CORP.
SAMSONITE
SAMSUNG
SAMSUNG ELEC
SAMSYS TECHNOLOGIES
SAMYS CAMERA INC
SAN DIEGO CAD CAM
SAN JAMAR
SANA SECURITY
SANBOLIC INC
SANDBOXIE
SANDERSON FORENSICS LTD
SANDHILL CONSULTANTS USA LTD
SANDISK
SANDSTORM
SANDUSKY CABINETS
SANDY KNOLL SOFTWARE
SANDY LISA
SANFACE SOFTWARE
SANFORD
SANGEAN
SANGOMA
SANHO
SANITECH
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Appendix D - Dun and Bradstreet Report 2022

D&B Finance Analytics

Printed By: Cameo Peralta

Date Printed:04/26/2022

LIVE REPORT

INSIGHT ENTERPRISES, INC.

Tradestyle(s): INSIGHT

ACTIVE [redacted]

D-U-N-S Number: 87-638-3589

Phone: +1 (480) 333-3000

Address: 2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az, Chandler, AZ, 85286, United States Of America

Web: www.insight.com

Endorsement: cxperalt@insight.com

Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name		Current Status	Details
PAYDEX®	↑	78	3 days beyond terms
Delinquency Score	↑	79	Low to Moderate Risk of severe payment delinquency.
Failure Score	↓	44	Moderate Risk of severe financial stress.
D&B Viability Rating		1 2 A A	View More Details
Bankruptcy Found		N	
D&B Rating		5A3	5A indicates 50 million and over, Credit appraisal of 3 is fair

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
1 Days

3 Months
From Feb-22 to Apr-22

1

High Risk (120+) — Low Risk (0)

Days Beyond Terms Past 3 months : 1

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 36 payment experiences reported from 13 companies.

PAYDEX® TREND CHART

This Company Industry Benchmark

ALERTS

There are no alerts for this D-U-N-S Number.

OWNERSHIP

Subsidiaries	Branches	Total Members
34	15	250

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	INSIGHT ENTERPRISES, INC.	INSIGHT ENTERPRISES, INC.
Country	UNITED STATES	UNITED STATES
D-U-N-S	87-638-3589	87-638-3589
Others	-	-

DELINQUENCY SCORE ⓘ (Formerly Commercial Credit Score)

Company's Risk Level

LOW-MODERATE

Probability of delinquency over the next 12 months

2.69 %



Past 12 Months

Low Risk

High Risk

D&B PAYDEX - 3 MONTHS ⓘ



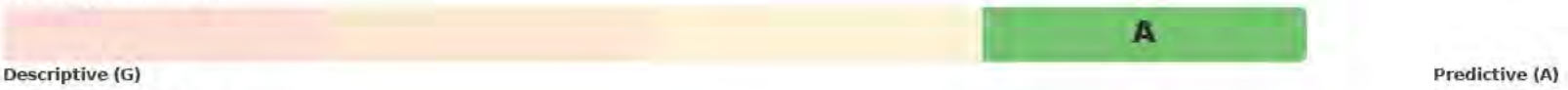
3 days beyond terms

VIABILITY RATING SUMMARY ⓘ

Viability Score



Data Depth Indicator



Portfolio Comparison



Financial Data	Available
Trade Payments	Available: 3+Trade
Company Size	Large: Employees:50+ or Sales: $500K+
Years in Business	Established

COMPANY PROFILE ⓘ

D-U-N-S
87-638-3589

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
06/04/1991

State of Incorporation
DELAWARE

Ownership

Mailing Address
UNITED STATES

Telephone
+1 (480) 333-3000

Website
www.insight.com

Present Control Succeeded
1988

Annual Sales
9,436,113,000

Net Worth
1,509,227,000

Employees
11,006

Age (Year Started)
34 Years (1988)

Named Principal
Kenneth T Lamneck, PRES-CEO

Line of Business

Public: NSIT(NGS)

Computer related services

SIC

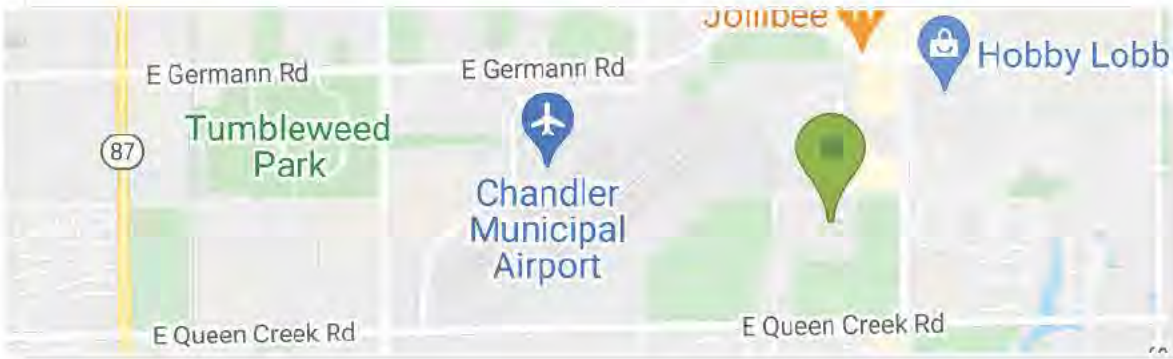
73790200

NAICS

541512

Street Address:

2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az,
Chandler, AZ, 85286,
United States Of America





STOCK PERFORMANCE

Symbol	Last Price	Change	% Change
NSIT	**98.82**	**-2.66 ↓**	**-2.62%**

History		Performance	
Daily High	**101.28**	**Market Cap**	**3,465,855,062**
Daily Low	**98.81**	**P/E:**	**16.60**
52-Week High	**111.02**	**EPS:**	**5.95**
52-Week Low	**88.28**	**Div/Yield**	**5.95**

WEB & SOCIAL POWERED BY FIRSTRAIN

- Royce & Associates LP Has $15.75 Million Holdings in Insight Enterprises, Inc. (NASDAQ:NSIT) MR Modern Readers 23-Apr-2022
- Insight Enterprises, Inc. to Report First Quarter 2022 Financial Results on May 5, 2022 Business Wire, Inc. 21-Apr-2022
- Auckland Council group-buy rattles Microsoft license market Reseller News 19-Apr-2022
- Insight appoints Sumana Nallapati as Chief Information Officer IT Business 18-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Quarterly Sales of $2.41 Billion ETF Daily News 17-Apr-2022
- $2.41 Billion in Sales Expected for Insight Enterprises, Inc. (NASDAQ:NSIT) This Quarter Defenseworld.net 17-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Earnings of $1.60 Per Share WKRB Financial News 15-Apr-2022
- Insight Wins VMware North America 2022 Partner Value Award Business Wire, Inc. 14-Apr-2022
- Zacks Investment Research Downgrades Insight Enterprises (NASDAQ:NSIT) to Hold Defenseworld.net 14-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Announce Earnings of $1.60 Per Share ETF Daily News 13-Apr-2022

Load More

NOTES

Add Note

No notes is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

ACCOUNT SUMMARIES

Total Current Balance

Total Past Due

Total Past Due Cycle 1

Total Past Due Cycle 2

Total Past Due Cycle 3

Total Past Due Cycle 4

Total Past Due Cycle 5

Total Charge Off Amount

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
No data found															

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD-OF-CONTINUED-OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US$ 5,300,000

The recommended limit is based on a moderately low probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **1** have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **1: 0.3 %**
- Across all US businesses, the average probability of becoming no longer viable:**14 %**

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Available Financial Data**
- Level of Risk:**Low Risk**
- Businesses ranked **2** within this model segment have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **2** with this model segment: **14 %**
- Within this model segment, the average probability of becoming no longer viable:**0.6 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
True	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

44

High Risk (1) Low Risk (100)

- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate	**1471**	**0.27 %**	**0.48**	**3**

Business and Industry Trends

△ FAILURE SCORE ⬚ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	44
Region:(MOUNTAIN)	33
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2300000)	53
Years in Business:(26+)	81

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

79

High Risk (1) Low Risk (100)

- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low-Moderate	**546**	**2.69 %**	**10.2 %**	**2**

Business and Industry Trends

△ DELINQUENCY SCORE ⬚ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	79
Region:(MOUNTAIN)	29

Norms	National %
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2768886)	76
Years in Business:(26+)	69

D&B PAYDEX

78

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

D&B 3 MONTH PAYDEX

78

High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

Business and Industry Trends

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◯ Industry Median Quartile ✳ Industry Upper Quartile

Equals

D&B RATING

Current Rating as of 02/26/2019

Financial Strength
5A : USD 50,000,000 and over in Net Worth or Equity

Risk Indicator
3 : Moderate Risk

Previous Rating

Financial Strength
5A : US$ 50,000,000 and over in Net Worth or Equity

Risk Indicator
2 : Low Risk

History since 02/26/2010

Date Applied	D&B Rating
11/09/2018	5A2
08/15/2018	5A3
08/03/2018	5A2
05/07/2018	5A3
03/02/2018	5A2

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
3
Days Beyond Terms

Highest Now Owing:
US$ 30,000,000

% of Trade Within Terms
62%

Total Trade Experiences:
90
Largest High Credit:
US$ 30,000,000
Average High Credit:
US$ 701,116

Highest Past Due
US$ 1,000,000

Total Unfavorable Comments :
0
Largest High Credit:
US$ 0

Total Placed in Collections:
0
Largest High Credit:
US$ 0

D&B PAYDEX

78

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Equals 3 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◯ Industry Median Quartile ✳ Industry Upper Quartile

	5/20	6/20	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	Current 2022
This Business	77	76	77	77	77	78	77	77	78	78	78	78	78	78	78	78	78	78	78	77	77	78	78	78
Industry Quartile																								
Upper	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-
Median	-	78	-	-	79	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-
Lower	-	70	-	-	70	-	-	69	-	-	69	-	-	69	-	-	70	-	-	70	-	-	70	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	18	US$ 47,850,000	95
50,000 - 99,999	2	US$ 120,000	50
15,000 - 49,999	10	US$ 275,000	63
5,000 - 14,999	13	US$ 105,000	62
1,000 - 4,999	11	US$ 23,000	72
Less than 1,000	15	US$ 4,050	47

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
27 - Printing, Publishing and Allied Industries	1	10,000	100	0	0	0	0
2711 - Newspaper-print/publ	1	10,000	100	0	0	0	0
35 - Industrial and Commercial Machinery and Computer Equipment	4	2,500	93	7	0	0	0
3579 - Mfg misc office eqpt	3	750	86	14	0	0	0
3585 - Mfg refrig/heat equip	1	2,500	100	0	0	0	0
36 - Electronic and other electrical equipment and components except computer equipment	2	10,000	50	0	0	0	50
3629 - Mfg elect indus equip	1	10,000	0	0	0	0	100
3674 - Mfg semiconductors	1	50	100	0	0	0	0
45 - Transportation by Air	1	100	0	0	0	0	100
4513 - Air courier service	1	100	0	0	0	0	100
47 - Transportation	2	1,000	17	0	33	17	33

Services							
4731 - Arrange cargo transpt	2	1,000	17	0	33	17	33
48 - Communications	7	40,000	59	0	0	41	0
4813 - Telephone communictns	7	40,000	59	0	0	41	0
50 - Wholesale Trade - Durable Goods	16	30,000,000	78	0	7	2	13
5045 - Whol computers/softwr	9	2,000,000	63	0	27	9	1
5065 - Whol electronic parts	5	30,000,000	99	1	0	0	0
5064 - Whol appliances	1	8,000,000	100	0	0	0	0
5063 - Whol electrical equip	1	30,000	50	0	0	0	50
51 - Wholesale Trade - Nondurable Goods	2	10,000	55	0	45	0	0
5113 - Whol service paper	2	10,000	55	0	45	0	0
60 - Depository Institutions	7	1,000,000	100	0	0	0	0
6021 - Natnl commercial bank	7	1,000,000	100	0	0	0	0
61 - Nondepository Credit Institutions	2	750,000	100	0	0	0	0
6153 - Short-trm busn credit	1	750,000	100	0	0	0	0
6159 - Misc business credit	1	20,000	100	0	0	0	0
73 - Business Services	10	1,000,000	26	19	0	0	39
7372 - Prepackaged software	5	250,000	7	61	1	0	31
7373 - Computer system desgn	1	1,000,000	50	50	0	0	0
7374 - Data processing svcs	1	100,000	0	0	0	0	100
7371 - Custom programming	1	100,000	100	0	0	0	0
7359 - Misc equipment rental	1	250	0	0	0	0	100
7389 - Misc business service	1	0	0	0	0	0	0
75 - Automotive Repair, Services and Parking	2	10,000	25	25	25	0	25
7514 - Passenger car rental	2	10,000	25	25	25	0	25
87 - Engineering Accounting Research Management and Related Services	2	50,000	25	0	0	25	0
8734 - Testing laboratory	1	50,000	50	0	0	50	0
8748 - Business consulting	1	0	0	0	0	0	0
91 - Executive Legislative and	2	5,000	100	0	0	0	0

General Government except Finance						
9111 - Executive office	2	5,000	100	0	0	0
▾93 - Public Finance Taxation and Monetary Policy	6	5,000	100	0	0	0
9311 - Public finance	6	5,000	100	0	0	0
▾96 - Administration of Economic Programs	1	100	100	0	0	0
9611 - Admin economic prgm	1	100	100	0	0	0
▾99 - Nonclassifiable Establishments	4	15,000	100	0	0	0
9999 - Nonclassified	4	15,000	100	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
04/22	Pays Promptly	N30	10,000	0	0	1
03/22	Pays Promptly	-	30,000,000	30,000,000	1,000,000	1
03/22	Pays Promptly	-	8,000,000	8,000,000	400,000	1
03/22	Pays Promptly	-	900,000	600,000	0	1
03/22	Pays Promptly	N30	100,000	35,000	0	1
03/22	Pays Promptly	-	100,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	20,000	7,500	100	1
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	7,500	7,500	0	1
03/22	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	750	750	0	1
03/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
03/22	Pays Promptly	N30	50	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	0	0	0	1
03/22	Pays Prompt to Slow 30+	-	600,000	0	0	1
03/22	Pays Prompt to Slow 30+	-	25,000	10,000	0	1
03/22	Pays Prompt to Slow 30+	-	50	0	0	1
03/22	Pays Prompt to Slow 60+		2,000,000	30,000	30,000	1
03/22	Pays Prompt to Slow 60+	-	10,000	10,000	0	1
03/22	Pays Prompt to Slow 60+	-	10,000	5,000	100	1
03/22	Pays Prompt to Slow 60+	-	500	500	100	1
03/22	Pays Prompt to Slow 90+	N30	700,000	400,000	400,000	Between 2 and 3 Months
03/22	Pays Prompt to Slow 90+	-	25,000	0	0	1
03/22	Pays Prompt to Slow 120+	-	70,000	35,000	30,000	1
03/22	Pays Prompt to Slow 120+	-	30,000	0	0	Between 6 and 12 Months
03/22	Pays Slow 30+	-	100,000	100,000	100,000	1
03/22	Pays Slow 60+	-	2,500	0	0	Between 6 and 12 Months
03/22	Pays Slow 120+	-	100,000	100,000	100,000	-
03/22	Pays Slow 30 120+		10,000	1,000	50	1
03/22	Pays Slow 120+	-	250	250	250	-

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/22	Pays Slow 120+	-	100	0	0	Between 6 and 12 Months
03/22	-	Cash account	250	0	0	1
03/22	-	Cash account	250	0	0	Between 6 and 12 Months
03/22	-	Cash account	100	0	0	Between 2 and 3 Months
03/22	-	Cash account	100	0	0	1
03/22	-	Cash account	50	0	0	Between 6 and 12 Months
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	0	0	0	Between 6 and 12 Months
02/22	Pays Promptly	-	1,000,000	1,000,000	0	1
02/22	Pays Promptly	-	750,000	300,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	100	0	0	Between 6 and 12 Months
02/22	Pays Prompt to Slow 60+	-	40,000	0	0	Between 4 and 5 Months
02/22	Pays Prompt to Slow 90+	-	50,000	50,000	45,000	1
02/22	Pays Prompt to Slow 90+	-	500	0	0	Between 6 and 12 Months
01/22	Pays Promptly	-	5,000	0	0	1
01/22	Pays Promptly	-	2,500	0	0	1
01/22	Pays Slow 60-120+	-	1,000	0	0	Between 6 and 12 Months
12/21	Pays Promptly	-	100	0	0	Between 6 and 12 Months
12/21	-	Cash account	50	0	0	1
11/21	-	Cash account	50	0	0	Between 6 and 12 Months
10/21	-	Cash account	50	0	0	1
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
08/21	Pays Promptly	-	20,000	0	0	Between 6 and 12 Months
08/21	Pays Promptly	-	0	0	0	Between 4 and 5 Months
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months
05/21	Pays Promptly	-	10,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	40,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	2,500	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	1,000	0	0	Between 2 and 3 Months
05/21	Pays Slow 120+	-	10,000	0	0	Between 6 and 12 Months
05/21	-	Cash account	50	0	0	1
04/21	-	Cash account	50	0	0	1
02/21	Pays Slow 90+	-	100	100	100	-
12/20	Pays Promptly	-	7,500	0	0	Between 6 and 12 Months
12/20	Pays Prompt to Slow 30+	-	45,000	0	0	1
12/20	Pays Slow 30-120+	-	250,000	30,000	20,000	1
09/20	Pays Slow 60+	N30	10,000	0	0	Between 6 and 12 Months
07/20	Pays Promptly	-	2,500	2,500	0	1
05/20	Pays Prompt to Slow 30+	-	1,000,000	0	0	Between 2 and 3 Months
04/20	Pays Promptly	-	2,500	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	18	US$ 1,350
Payment record unknown	1	US$ 1,000
Unfavorable comments	0	US$ 0
Placed for collections	0	US$ 0
Total in D&B's file	90	US$ 48,379,400

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
ENSYNCH, INCORPORATED	TEMPE , Arizona	05-165-4379
INSIGHT NORTH AMERICA, INC.	TEMPE , Arizona	09-473-3862
SOFTWARE SPECTRUM, INC.	PLANO , Texas	10-259-5865
INSIGHT DIRECT USA, INC.	CHANDLER , Arizona	15-755-2118
PCM, INC.	EL SEGUNDO , California	18-108-7842
INSIGHT TECHNOLOGY SOLUTIONS, LLC	BOWIE , Maryland	05-231-1607
BLUEMETAL ARCHITECTS, INC.	WATERTOWN , Massachusetts	96-586-9675
INSIGHT RECEIVABLES, LLC	BLOOMINGDALE , Illinois	07-849-4005
INSIGHT DIRECT USA, INC.	HANOVER PARK , Illinois	08-113-2421
CALENCE, LLC	TEMPE , Arizona	07-095-9459
INSIGHT DIRECT WORLDWIDE, INC.	TEMPE , Arizona	07-869-3931
INSIGHT GLOBAL FINANCE, INC.	TEMPE , Arizona	82-869-3478
DATALINK HOLDING LLC	TEMPE , Arizona	11-726-0326
DATALINK NEVADA LLC	TEMPE , Arizona	11-726-0329
INSIGHT STADIUM SERVICES, LLC	TEMPE , Arizona	11-727-3767
CALENCE PHYSICAL SECURITY SOLUTIONS, LLC	TEMPE , Arizona	11-726-9176
INSIGHT CONSULTING SERVICES, LLC	MEDFORD , New Jersey	04-749-3391
MV SUB, INC.	TEMPE , Arizona	11-731-3941
CARDINAL SOLUTIONS GROUP-FLORIDA, LLC	TEMPE , Arizona	11-732-0088
CARDINAL SOLUTIONS GROUP-TENNESSEE, LLC	TEMPE , Arizona	11-732-0091
CARDINAL SOLUTIONS GROUP-GEORGIA, LLC	TEMPE , Arizona	11-732-0090
STI ACQUISITION	TEMPE , Arizona	11-731-6884
INSIGHT RECEIVABLES HOLDING, LLC	ADDISON , Illinois	11-739-3170

EN POINTE TECHNOLOGY SALES, LLC	TEMPE , Arizona	11-821-8102
INSIGHT DIRECT PHILIPPINES, LLC	TEMPE , Arizona	11-837-7108

This list is limited to the first 25 subsidiaries.

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
INSIGHT ENTERPRISES UK LIMITED	SHEFFIELD , UNITED KINGDOM	22-049-5803
Insight Holding (Deutschland) GmbH	Garching b. München , GERMANY	32-983-1940
SSI (BRITAIN) LIMITED.	SHEFFIELD , UNITED KINGDOM	37-894-5612
Insight Technology Solutions AG	WALLISELLEN , SWITZERLAND	48-091-3982
INSIGHT TECHNOLOGY SOLUTIONS SAS	VELIZY VILLACOUBLAY , FRANCE	77-614-7852

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
INSIGHT ENTERPRISES, INC.	ADDISON , Illinois	80-674-6983
INSIGHT ENTERPRISES, INC.	EASTON , Connecticut	79-766-8824
INSIGHT ENTERPRISES, INC.	ARVADA , Colorado	80-130-8235
INSIGHT ENTERPRISES, INC.	NEW YORK , New York	86-106-4413
INSIGHT ENTERPRISES, INC.	TEMPE , Arizona	07-869-2460
INSIGHT ENTERPRISES, INC.	EDINA , Minnesota	03-670-7575
INSIGHT ENTERPRISES, INC.	COLUMBUS , Ohio	11-655-7789
INSIGHT ENTERPRISES, INC.	EDEN PRAIRIE , Minnesota	11-676-1884
INSIGHT ENTERPRISES, INC.	BAYTOWN , Texas	06-403-5147
INSIGHT ENTERPRISES, INC.	WELLINGTON , Florida	03-451-6918
INSIGHT ENTERPRISES, INC.	MCALLEN , Texas	07-498-1005
INSIGHT ENTERPRISES, INC.	VERNON , Connecticut	01-534-3486
INSIGHT ENTERPRISES, INC.	RALEIGH , North Carolina	11-717-4661
INSIGHT ENTERPRISES, INC.	TAMPA , Florida	11-850-8206
INSIGHT ENTERPRISES, INC.	LEWIS CENTER , Ohio	11-777-4946

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	1	0	0	60

	Latest Filing: 12/18/2019	Latest Filing: -	Latest Filing: -	Latest Filing: 04/28/2020

EVENTS

Judgement - Court Judgement

Filing Date	12/18/2019
Filing Number	201911700048CE
Status	Unsatisfied
Date Status Attained	12/18/2019
Received Date	04/24/2020
Award	US$ 12,000
Debtors	INSIGHT ENTERPRISES, INC
Creditors	CITY OF PHILADELPHIA, PHILADELPHIA, PA
Court	PHILADELPHIA MUNICIPAL COURT, PHILADELPHIA, PA

UCC Filing - Continuation

Filing Date	04/28/2020
Filing Number	1156399501214
Received Date	05/04/2020
Original Filing Date	07/10/2015
Original Filing Number	832869600786
Secured Party	KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK NA, SUPERIOR, CO
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Original

Filing Date	08/30/2019
Filing Number	2019 6053479
Received Date	09/27/2019
Collateral	All Assets and proceeds
Secured Party	JPMORGAN CHASE BANK, N. A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	05/02/2019
Filing Number	2019 3062739
Received Date	06/04/2019
Collateral	Leased Computer equipment and proceeds
Secured Party	DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	03/12/2019
Filing Number	1074128301790
Received Date	03/18/2019
Original Filing Date	06/05/2014
Original Filing Number	201436858067
Secured Party	INSIGHT INVESTMENTS, LLC, COSTA MESA, CA
Secured Party	MB FINANCIAL BANK NA, ROSEMONT, IL
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	WELLS FARGO EQUIPMENT FINANCE INC, MINNEAPOLIS, MN
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Continuation

Filing Date	08/10/2017
Filing Number	2017 5301145
Received Date	09/21/2017
Original Filing Date	01/22/2013
Original Filing Number	2013 0262627
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/21/2016
Filing Number	20167206244
Received Date	01/19/2017
Original Filing Date	04/30/2012
Original Filing Number	2012 1663311
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	06/08/2016
Filing Number	200614290252
Received Date	07/14/2016
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA

Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	01/22/2013
Filing Number	2013 0262627
Received Date	02/14/2013
Collateral	Assets including proceeds and products
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	04/30/2012
Filing Number	2012 1663311
Received Date	05/24/2012
Collateral	All Assets including proceeds and products
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	01/25/2011
Filing Number	200614290252
Received Date	02/08/2011
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Amendment

Filing Date	10/02/2008
Filing Number	200614290252
Received Date	11/10/2008
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	06/02/2006
Filing Number	011021891
Received Date	06/21/2006
Collateral	Account(s) and proceeds - Computer equipment and proceeds - Business machinery/equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	06/01/2006
Filing Number	011016448
Received Date	06/21/2006
Collateral	Leased Unspecified
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	01/10/2006
Filing Number	200614038234
Received Date	02/14/2006
Collateral	AGREEMENTS
Secured Party	WELLS FARGO FINANCIAL LEASING, INC., NEWPORT BEACH, CA
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

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There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Special Events

SPECIAL EVENTS

Date	Event Description
04/11/2022	**OFFICER CHANGE: According to published reports, Insight Enterprises announced the appointment of Sumana Nallapati as chief information officer replacing Jeff Shumway.**
04/05/2022	**Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.**

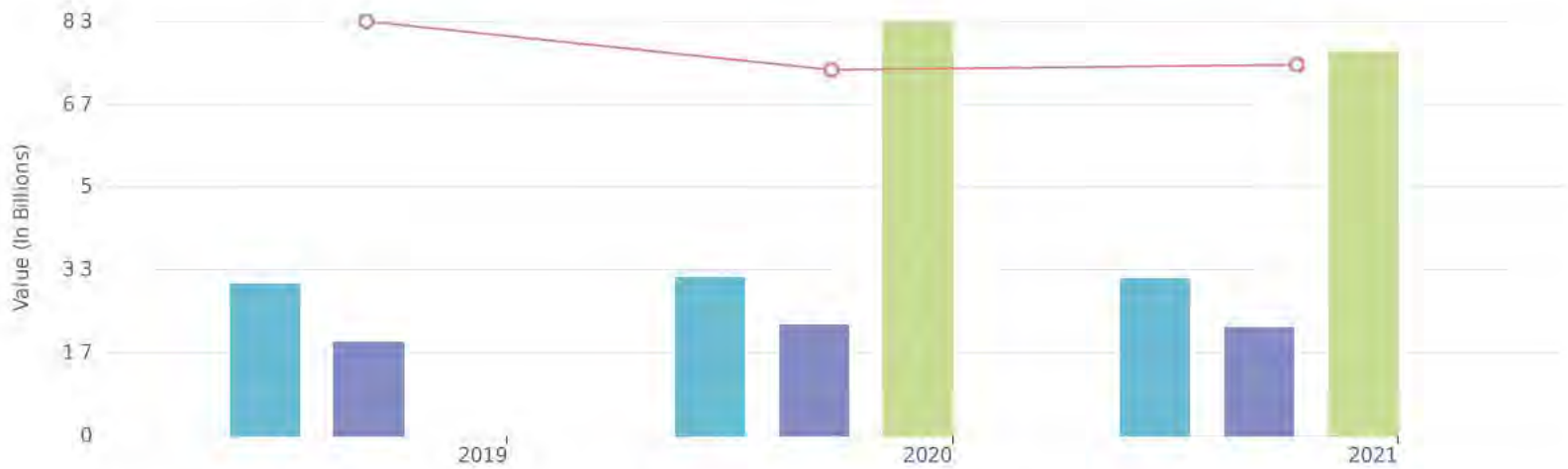
Date	Event Description
02/21/2022	BOARD OF DIRECTORS UPDATE: According to published reports, Insight Enterprises, Inc. announced that it has named Alexander L. Baum as an independent director to its board.
02/10/2022	EARNINGS UPDATE: According to published reports, comparative operating results for the 12 months ended December 31, 2021: Sales of $9,436,113,000, Net Income of $219,345,000; compared to Sales of $8,340,579,000, Net Income of $172,640,000 for the comparable period in the prior year.
11/13/2021	EARNINGS UPDATE: According to published reports, comparative operating results for the 9 months ended September 30, 2021: Sales of $6,870,090,000, Net Income of $157,212,000; compared to Sales of $6,049,264,000, Net Income of $119,252,000 for the comparable period in the prior year.

Financials - D&B

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



	Interim Consolidated 03/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Last 3 years
Current Assets	3,153,693,000	3,176,450,000	3,048,032,000	
Current Liabilities	2,175,072,000	2,227,464,000	1,883,528,000	
Tangible Net Worth	1,383,166,000	1,342,429,000	1,160,318,000	
Sales	-	8,340,579,000	7,731,190,000	
Net Income	-	172,640,000	159,407,000	
Current Ratio	1.45	1.43	1.62	
Working Capital	978,621,000	948,986,000	1,164,504,000	
Other Assets	1,100,914,000	1,134,282,000	1,130,147,000	
Long Term Liabilities	696,369,000	740,839,000	1,134,333,000	

STATEMENT INFORMATION

Source Information	Statement obtained in outside quarters. Statement obtained from Securities and Exchange Commission. Prepared from statement(s) by Accountant: KPMG LLP, Phoenix, Arizona.
Statement Explanation	Explanations: The net worth of this company includes intangibles.

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Balance Sheet

Assets

Current Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Receivable	USD 2,936,732,000	USD 2,583,716,000	
Cash	USD 103,840,000	USD 138,753,000	
Other Current Assets	USD 199,638,000	USD 177,927,000	
Inventory	USD 328,101,000	USD 253,297,000	
Total Current Assets	USD 3,568,311,000		

Long Term Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Intangible Assets-Net	USD 214,788,000	USD 239,833,000	
Property, Plant, Fixtures & Equipment	USD 176,263,000	USD 148,531,000	
Goodwill	USD 428,346,000	USD 429,757,000	
Other long term assets	USD 301,372,000	USD 282,793,000	
Total Assets	USD 4,689,080,000		

Liabilities

Total Current Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Payable-Inventory Fin	USD 311,878,000	-	
Accruals	USD 423,489,000	USD 404,995,000	
Current Portion Of Long Term Debt	USD 36,000	USD 830,000	
Accounts Payable	USD 1,779,854,000	USD 1,460,172,000	
Total Current Liabilities	USD 2,515,257,000		

Long Term Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
ACCUM OTHER COMPREHENSIVE LOSS	(USD 27,094,000)	(USD 15,535,000)	
Other Long Term Liabilities	USD 255,953,000	USD 246,005,000	
Preferred Stock	USD 349,000	-	
Long-Term Debt	USD 361,570,000	USD 416,401,000	
Retained Earnings	USD 1,167,690,000	USD 1,036,413,000	
Additional Paid In Capital / Capital Surplus	USD 368,282,000	USD 361,935,000	
Deferred Income Taxes	USD 47,073,000	USD 33,963,000	
Total Liabilities & Net Worth	USD 4,689,080,000		

PROFIT AND LOSS INFORMATION

Date	Description
12/31/2021	From JAN 01 2021 to DEC 31 2021 annual sales $9,436,113,000; cost of goods sold $7,988,556,000. Gross profit $1,447,557,000; operating expenses $1,115,496,000. Operating income $332,061,000; other income $1,012,000; other expenses $40,516,000; net income before taxes $292,557,000; Federal income tax $73,212,000; net income $219,345,000.
12/31/2020	From JAN 01 2021 to MAR 31 2021 sales $2,193,068,000; cost of goods sold $1,861,594,000. Gross profit $331,474,000; operating expenses $264,450,000. Operating income $67,024,000; other expenses $10,357,000; net income before taxes $56,667,000; Federal income tax $13,499,000. Net income $43,168,000.

Financial Ratios

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Solvency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Current Ratio	1.42	1.43	1.62
Quick Ratio	1.21	1.26	1.39
Current Liabilities to Net Worth (%)	166.66	165.93	162.33

Total Liabilities/Net Worth (%)	210.69	221.11	260.09
Current Liabilities to Inventory (%)	766.61	1,199.82	987
Fixed Assets to Net Worth (%)	11.68	10.88	11.28
Cash Ratio	0.04	0.06	0.06

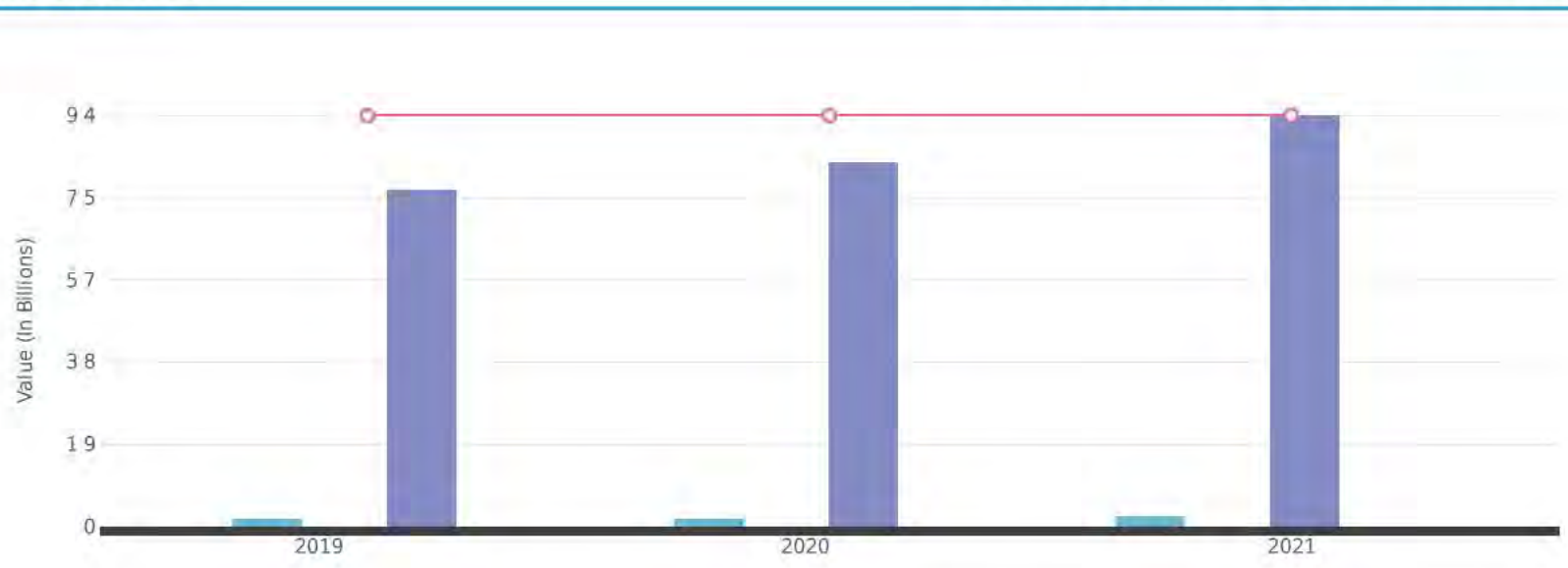
Efficiency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Accounts Payable to Sales Ratio	0.27	0.27	0.24
Sales to Working Capital Ratio	8.96	8.79	6.64
Sales To Inventory (%)	2,875.98	4,492.64	4,051.29
Assets/Sales	49.69	51.68	54.04
ROCE (%)	15.32	12.96	10.47

Profitability Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Return On Net Worth (%)	14.53	12.86	13.74
Return on Assets (%)	4.68	4	3.82
Return on Sales (%)	3.53	3.24	3.11
Gross Profit Margin (%)	15.34	15.59	14.72
Operating Margin (%)	3.52	3.26	3.11
Pre-Tax Profit Margin (%)	3.1	2.74	2.74
Profit Margin (%)	2.32	2.07	2.06
Pre-Tax Return on Equity (%)	19.38	17.02	18.25
After Tax Return on Equity (%)	14.53	12.86	13.74
Operating Income to Interest Ratio	8.2	6.53	8.45

Leverage Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
EBITDA to EBIT Ratio	1.22	1.3	1.22
Debt to Income Ratio	14.5	17.19	18.93
Debt to Equity Ratio	2.11	2.21	2.6
Equity Ratio (%)	32.19	31.14	27.77
Interest Coverage Ratio	8.22	6.49	8.43
Interest Coverage to EBITDA Ratio	10.01	8.46	10.29

Income Statement

Source: Edgar | Currency: All figures shown in USD unless otherwise stated



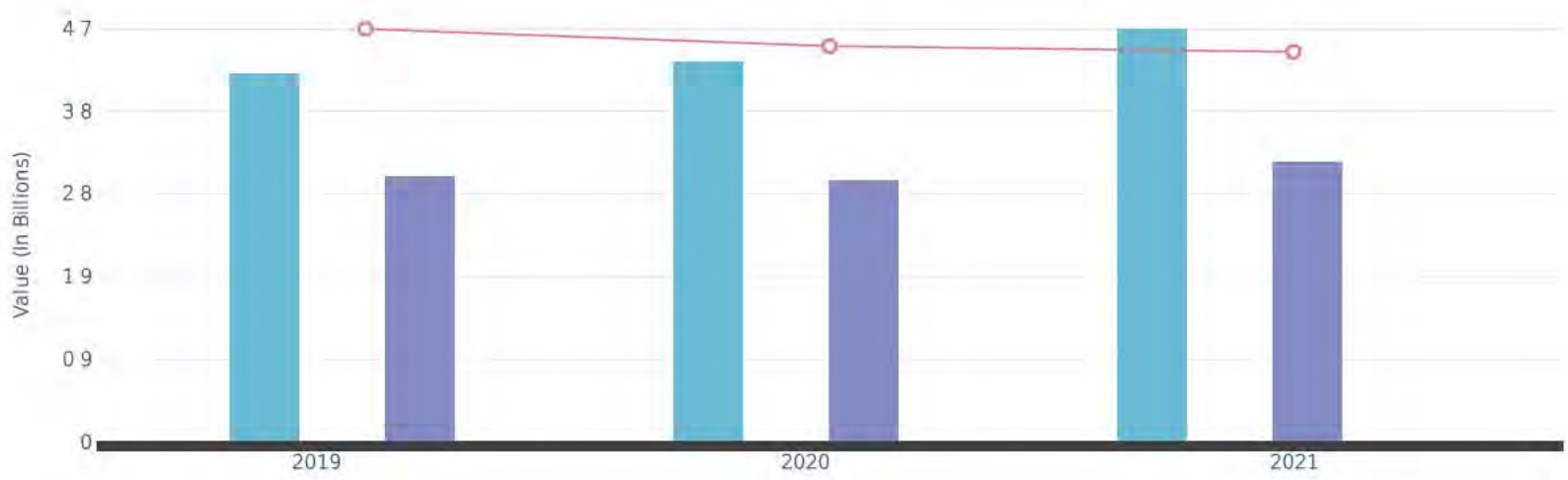
	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Sales (Revenue)	9,436,113,000	8,340,579,000	7,731,190,000	
Cost of Revenue	7,988,556,000	7,040,637,000	6,593,092,000	
Gross Profit	1,447,557,000	1,299,942,000	1,138,098,000	
Sales and General Admin	1,117,130,000	1,013,765,000	880,737,000	
Research and Development Expense	-	-	-	-
Non-Recurring Expenses	(1,634,000)	14,602,000	16,767,000	
Other Operating Items	-	-	-	-

Operating Income	332,061,000	271,575,000	240,594,000	
Net Total Other Income and Expenses	1,012,000	(1,529,000)	(400,000)	
Earnings Before Interest and Taxes	333,073,000	270,046,000	240,194,000	
Interest Expense	40,516,000	41,594,000	28,478,000	
Earnings Before Tax	292,557,000	228,452,000	211,716,000	
Income Tax Expense	73,212,000	55,812,000	52,309,000	
Equity Earnings or Loss	-	-	-	-
Minority Interest Expense	-	-	-	-
Net Income from Continuing Operations	219,345,000	172,640,000	159,407,000	
Discontinued Operations	-	-	-	-
Effect of Accounting Changes	-	-	-	-
Extraordinary Items	-	-	-	-
Net Income	219,345,000	172,640,000	159,407,000	
Preferred Stocks & Other Adjustments	-	-	-	-
Net Income Applicable to Common Shares	219,345,000	172,640,000	159,407,000	

Balance Sheet

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



Assets	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Cash and Cash Equivalents	103,840,000	128,313,000	114,668,000	
Short Term Investments	-	-	-	-
Net Trade Receivables	2,936,732,000	2,685,448,000	2,511,383,000	
Inventory	328,101,000	185,650,000	190,833,000	
Other Current Assets	199,638,000	177,039,000	231,148,000	
Total Current Assets	3,568,311,000	3,176,450,000	3,048,032,000	
Fixed Assets	176,263,000	146,016,000	130,907,000	
Long Term Investments	-	-	-	-
Deferred Long Term Asset Charges	-	-	-	-
Other Assets	301,372,000	311,983,000	305,507,000	
Goodwill	428,346,000	429,368,000	415,149,000	
Total Assets	4,689,080,000	4,310,732,000	4,178,179,000	
Accumulated Amortization	-	-	-	-
Intangible Assets	214,788,000	246,915,000	278,584,000	

Liabilites	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Accounts Payable	2,515,221,000	2,226,359,000	1,881,837,000	
Short Term and Current Long Term Debt	36,000	1,105,000	1,691,000	
Other Current Liabilities	-	-	-	-
Total Current Liabilities	2,515,257,000	2,227,464,000	1,883,528,000	
Long Term Debt	361,570,000	437,581,000	857,673,000	
Deferred Long Term Liability	47,073,000	33,209,000	44,633,000	

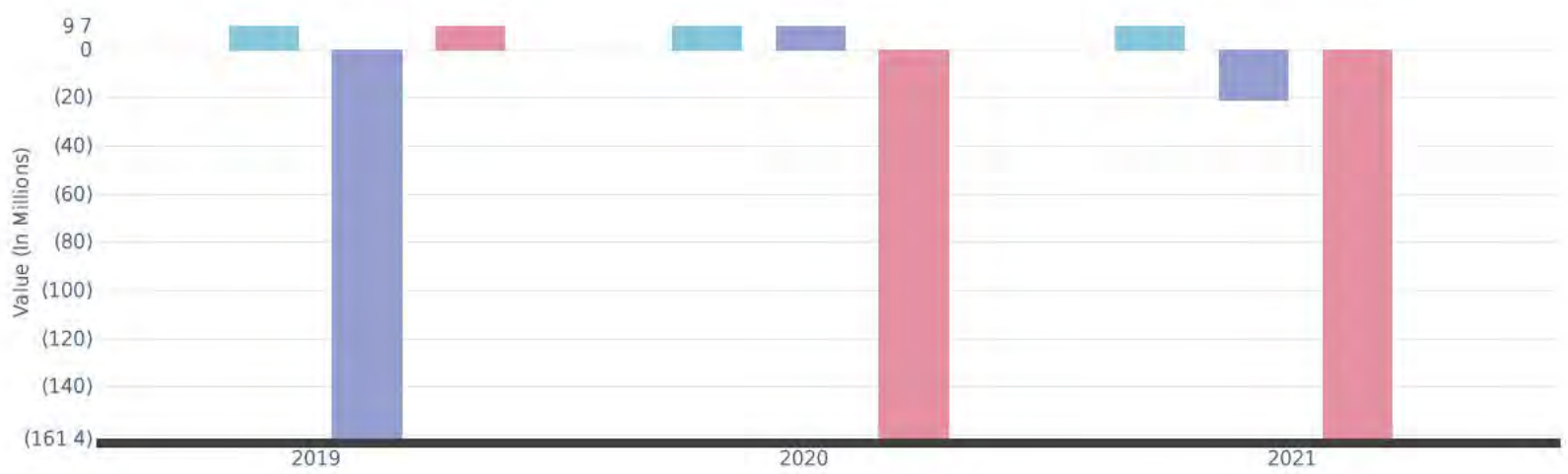
Charges				
Negative Goodwill	-	-	-	-
Minority Interest	-	-	-	-
Other Liabilities	255,953,000	270,049,000	232,027,000	
Misc Stocks, Options & Warrants	-	-	-	-
Total Liabilities	3,179,853,000	2,968,303,000	3,017,861,000	

Shareholder's Equity	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Preferred Stocks	0	0	0	-
Common Stocks	349,000	351,000	353,000	
Retained Earnings	1,167,690,000	993,245,000	841,097,000	
Treasury Stocks	-	-	-	-
Capital Surplus	368,282,000	364,288,000	357,032,000	
Other Equity	(27,094,000)	(15,455,000)	(38,164,000)	
Total Equity	1,509,227,000	1,342,429,000	1,160,318,000	

Cash Flow

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

CASH FLOW



	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Depreciation	72,296,000	81,777,000	52,861,000	
Net Income Adjustments	34,662,000	20,916,000	33,402,000	
Changes in Liabilities	293,458,000	204,452,000	118,978,000	
Changes in Accounts Receivables	289,009,000	132,599,000	118,971,000	
Changes in Inventories	148,941,000	(1,029,000)	(11,944,000)	
Changes in Other Operating Activities	18,100,000	(7,367,000)	129,745,000	
Net Cash Flows - Operating Activities	163,711,000	355,582,000	127,876,000	
Capital Expenditures	52,079,000	24,184,000	69,086,000	
Investments	-	-	-	-
Other Cash Flows from Investing Activities	31,005,000	33,890,000	(664,287,000)	
Net Cash Flows - Investing Activities	(21,074,000)	9,706,000	(733,373,000)	
Dividends Paid	-	-	-	-
Sale and Purchase of Stock	(50,000,000)	(25,000,000)	6,541,000	
Net Borrowings	(87,000,000)	(431,384,000)	697,221,000	
Other Cash Flows from Financing Activities	(10,030,000)	(8,661,000)	(9,396,000)	
Net Cash Flows - Financing Activities	(161,385,000)	(361,791,000)	577,587,000	
Effect of Exchange Rate	(5,857,000)	10,788,000	(86,000)	
Change in Cash and Cash Equivalents	(24,605,000)	14,285,000	(27,996,000)	

Company Profile

COMPANY OVERVIEW

D-U-N-S
87-638-3589

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
06/04/1991

Business Commenced On
1988

State of Incorporation
DELAWARE

Ownership
Public: NSIT(NGS)

Mailing Address
UNITED STATES

Telephone
+1 (480) 333-3000

Website
www.insight.com

Present Control Succeeded
1988

SIC
73790200

NAICS
541512

Annual Sales
US$ 9,436,113,000

Net Worth
US$ 1,509,227,000

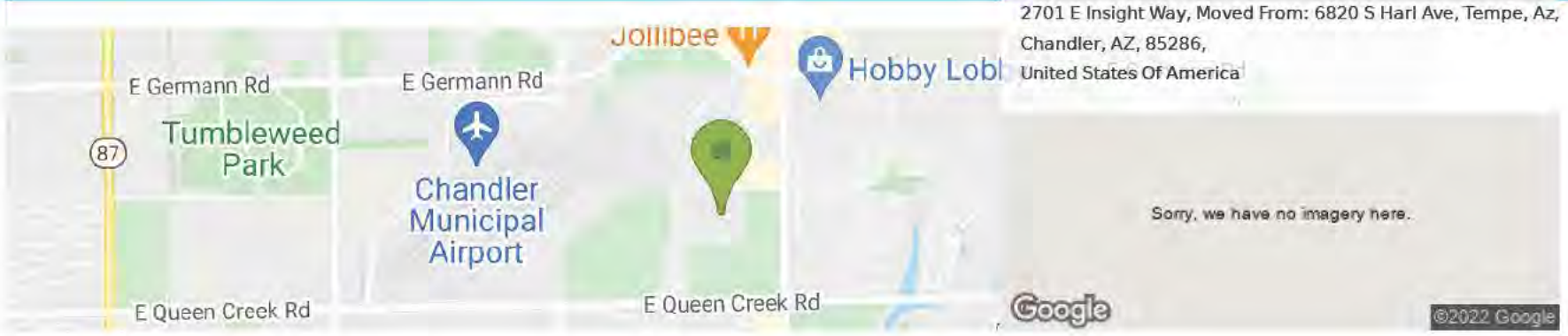
Employees
11,006

Age (Year Started)
34 Years(1988)

Named Principal
Kenneth T Lamneck, PRES-CEO

Line of Business
Computer related services

Street Address:
2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az,
Chandler, AZ, 85286,
United States Of America



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2012-04-21
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	INSIGHT ENTERPRISES, INC.
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Date Incorporated	06/04/1991
Registration ID	2264818
Registration Status	STATUS NOT AVAILABLE
Filing Date	06/04/1991
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	CORPORATION SERVICE COMPANY
Address	2711 CENTERVILLE ROAD SUITE 400, WILMINGTON, DE, 198080000

PRINCIPALS

Officers

KENNETH T LAMNECK, PRES-CEO+
TIMOTHY A CROWN, NON EXEC CHB+
GLYNIS A BRYAN, CFO
RACHAEL BERTRANDT, CAO-GLOBAL CORP CONTRL
SAMUEL C COWLEY, SR V PRES-GENERAL COUNSEL-SEC
SUMANA NALLAPATI, CIO

Directors

DIRECTOR(S): The officers identified by (+) and Richard E Allen, Bruce W Armstrong, Linda M Breard, Catherine Courage, Anthony A Ibarguen, Kathleen S Pushor, Girish Rishi and Alexander L Baum.

COMPANY EVENTS

The following information was reported on: 04/11/2022

The Delaware Secretary of State's business registrations file showed that Insight Enterprises, Inc. was registered as a Corporation on June 4, 1991, under the file registration number 2264818.

Business started 1988.

The company (Insight) began operations in Arizona in 1988, incorporated in Delaware in 1991 and completed its initial public offering (IPO) in 1995. The company was formerly known as Insight Distribution Network, Inc.

The company's common stock is traded on The NASDAQ Global Select Market under the symbol "NSIT". As of February 12, 2021, there were 46 stockholders of record. As of March 15, 2021, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: BlackRock, Inc. (16.50%); FMR LLC (15.00%); The Vanguard Group (10.63%); and Dimensional Fund Advisors LP (7.30%). As of the same date, officers and directors as a group beneficially owns 1.94% of the outstanding shares.

RECENT EVENT.

On August 30, 2019, the company completed its acquisition of PCM, Inc. acquiring 100% of the issued and outstanding shares of PCM for a cash purchase price of $745,562,000, which included cash and cash equivalents acquired of $84,637,000 and the payment of PCM's outstanding debt.

KENNETH T LAMNECK. Director since 2010. He was appointed President and CEO of the company effective January 2010.

TIMOTHY A CROWN. Director since 1994. He assumed the position of Non-Executive Chair of the Board in November 2004. He is a co-founder of the company.

GLYNIS A BRYAN. She joined the company in December 2007 as the company's CFO.

JEFFERY SHUMWAY. He served as the company's Chief Information Officer (CIO). He joined the company September 2005 as a consulting information systems analyst. He held various positions of increasing responsibility at the company including Vice President of Application Development from August 2010 to September 2017 and Senior Vice President of Global IT Operations from October 2017 until May 2019, when he was promoted to Global CIO.

RACHAEL A BERTRANDT CRUMP. She joined Insight in December 2016 as Vice President of Finance, Controller - North America and was appointed Principal Accounting Officer (CAO) and Global Corporate Controller in September 2018. She is a CPA. Prior to joining Insight, she served as the Senior Director Controller, Global Accounting at Amkor Technology, Inc. from 2006 to 2016.

SAMUEL C COWLEY. He joined the company in June 2016 as Senior Vice President and General Counsel. Prior to joining Insight, he served as General Counsel and Vice President, Business Development of Prestige Brands Holdings, Inc. from February 2012 to June 2016. He previously served as Executive Vice President, Business Development and General Counsel of Matrixx Initiatives, Inc. and Executive Vice President and General Counsel of Swift Transportation Co., Inc.

RICHARD E ALLEN. Director since 2012. He served at J.D. Edwards & Company from 1985 to 2004, most recently as the Executive Vice President, Finance and Administration.

BRUCE W ARMSTRONG. Director since 2016. Since 2015, he has served as an Operating Partner at Khosla Ventures.

LINDA M BREARD. Director since 2018. She is a CPA. From February 2017 to July 2017, she served as the Executive Vice President and CFO of Kaiser Foundation Health Plan of Washington.

CATHERINE COURAGE. Director since 2016. Since October 2016, she has served as the Vice President of Experience for Ads and Commerce at Google.

ANTHONY A IBARGUEN. Director since 2008. He has served as CEO of Quench USA, Inc., since October 2010.

KATHLEEN S PUSHOR. Director since 2005. She has operated an independent consulting practice since June 2009.

GIRISH RISHI. Director since 2017. He is CEO of Blue Yonder.

ALEXANDER L BAUM. Antecedents are unknown.

SUMANA NALLAPATI. Antecedents are unknown.

ANNOUNCED BUSINESS MOVE: On November 1, 2019, the company completed the purchase of real estate in Chandler, Arizona for approximately $48,000,000 that it intends to use as its global corporate headquarters. The property contains a building and some infrastructure in place that the company expects will be ready for its use in 2022.

Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 04/11/2022

Business Information

Trade Names	INSIGHT
Description	The company provides information technology hardware, software, and services solutions. It provides solutions to gain insights to network enabled devices, and spots patterns and trends through mass analysis; custom applications to help clients create disruption; custom-developed mobile, cloud, and IoT applications; and custom-developed solutions to help clients review actionable insights within their data, including artificial intelligence for prediction, optimization, cognitive, and vision services. The company also offers various services, such as hybrid cloud, migration and consolidation, workload-platform alignment, converged/hyper converged solutions, and software-defined data center; data platform modernization services; integrated network and security solutions; and consulting, professional, managed, and support services. In addition, it sources, procures, stages, configures, integrates, tests, refurbishes, and redeploys IT products spanning endpoints to infrastructure; and offers software life cycle, and hardware warranty and software maintenance services. Further, the company provides desktop, notebook, tablet, and mobile devices coupled with cloud-based productivity solutions; workplace services, including virtual technical support, remote service desk and automated self-service solutions; and procures, stages, provides, manages, and disposes hardware assets. Additionally, it sells hardware and software products. Terms are cash and Net 30 days. Sells to commercial concerns. Territory : International.
Employees	11,006 which includes officer(s). Undetermined employed here.

Business Information

Financing Status	Secured
Financial Condition	Fair
Seasonality	The company experience some seasonal trends in its sales of IT hardware, software and services. For example: software sales are typically higher in the company's second and fourth quarters, particularly the second quarter. Business clients, particularly larger enterprise businesses in the United States, tend to spend more in the company's fourth quarter and less in the first quarter; sales to the federal government in the United States are often stronger in the company's third quarter, while sales in the state and local government and education markets are stronger in the company's second quarter. Sales to public sector clients in the United Kingdom are often stronger in the company's first quarter. These trends create overall seasonality in its consolidated results such that sales and profitability are expected to be higher in the second and fourth quarters of the year.
Facilities	Occupies premises in a building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
7379	Computer related services	-
73790200	Computer related consulting services	-
50650202	Electronic tubes: receiving and transmitting, or industrial	-
50650200	Communication equipment	-
50450100	Computer peripheral equipment	-

NAICS Codes	NAICS Description
541512	Computer Systems Design Services
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number	Endorsement/Billing Reference *	Sales Representatives
	robert.yellowhair@insight.com	
Credit Limit	**Total Outstanding**	
0	0	

Last Login : 04/26/2022 07:07:01 AM

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OMNIA Partners, Public Sector Cooperative Purchasing Organization

Insight PUBLIC SECTOR

Appendix E - Marketing Collateral



Why Insight and OMNIA Partners?

At Insight Public Sector, we define, architect, implement and manage Insight Intelligent Technology Solutions™ that help your organization run smarter. Our strong supply chain optimization and workplace solutions combined with our data center transformation expertise and modernized applications keep business running, foster flexible work environments and put you at the forefront of innovation.

- Exclusive access to low pricing through the public sector contracts
- Experienced IT specialists ready to help
- Strong client relationships that support your entire IT lifecycle
- Customized solutions that drive efficiency and reduce costs
- Flexible, convenient ways to manage technology through leasing

Official contract:

Technology Products, Services, Solutions, and Related Products and Services

Contract number:

4400006644

Start date:

May 1, 2016

Current end date:

April 30, 2023

Competitively solicited through Fairfax County, VA (Lead Public Agency)

How our OMNIA Partners contract helps your organization

As a contract holder in the OMNIA Partners (formerly U.S. Communities) portfolio, Insight is uniquely positioned to sell both technology products and IT services, including solutions from Apple, Cisco, Citrix, Commvalut, Dell EMC, Hewlett Packard Enterprise, HP Inc., Microsoft, Lenovo, NetApp, Panasonic, Symantec, Veritas and VMware.

By taking advantage of our competitively solicited contract for Technology Products, Services, Solutions, and Related Products and Services available through OMNIA Partners, you're assured our best available price on our full portfolio of products and solutions.

- Save time and money with no user fees or comparison shopping.
- Eliminate duplicated efforts by countless agencies.
- Leverage economies of scale with no minimum purchase requirements.

Insight Public Sector: The perfect partner for government

Modern Work-place	Intelligent Edge	Modern Apps	Data and AI	Modern Infrastructure	Cybersecurity
Modern endpoint provisioning & management	Artificial intelligence	Align business with defined framework	AI-enhanced workflow management	Automation management	Carrier and connectivity services
Product Lifecycle services	Internet of Things (IoT)	Agile development cycle	Automate repetitive work	As a Service and Storage	Community wireless broadband
End user support	Insight Connected Platform	Optimize operations	Onboard data	Converged and Hyperconverged infrastructure (CI/HCI)	Digital architecture acceleration program
Adoption & employee experience	Computer vision		Reduce waste with real-time analytics	Hybrid Cloud	Software-defined data center
UCaaS & CCaaS				Platform migration and consolidation	Selling security toolkit

About OMNIA Partners

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

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

For more information, visit omniapartners.com/publicsector.

About Insight Public Sector

Insight Public Sector is proud to have served public entities for more than 20 years. We offer hardware and software from the world's leading manufacturers and publishers, in addition to advanced IT services and solutions.

Our mission is simple: to assist state, local and federal government agencies, educational institutions, public safety entities and nonprofit organizations in leveraging technology to cost-effectively deliver on their mission to the public.

To learn more ways Insight can help you deliver on your mission to the public, contact us at 800.546.0578 or omnia@insight.com. You can also visit IPS.insight.com/omnia.

Insight PUBLIC SECTOR | Cloud + Data Center Transformation



Case Study

U.S. County Brings Free Public Wi-Fi to More Than 30,000+ Rural, Low-Income Students and Workers

The client

A county government in a Southern U.S. state was facing extreme pressure to complete a Wi–Fi project by Dec. 31, 2020 (the deadline for CARES Act Funds spending). The county shortened the procurement cycle by avoiding a full RFP, and instead, they leveraged Insight Public Sector's existing OMNIA Partners contract — saving an estimated four weeks of time.

The challenge: Narrowing the digital divide at a critical time

As the COVID-19 pandemic has swept through the country, various regions and demographics have been hit harder than others. The county had received critical funding as a part of federal government aid and needed to apply these funds strategically to navigate its most pressing challenges.

Each city within the county had claimed its portion of the federal aid to support its citizens; however, residents located outside of city limits had a different set of challenges. Unlike city dwellers, the county's rural population lacked internet access and is generally living on the less privileged side of the so-called digital divide.

As a result of the pandemic and social distancing guidelines, the county needed to embrace both remote work and distance education. But without proper internet access at home, launching these initiatives proved to be a daunting challenge.

Industry:

Government

Insight provided:

- Multilayered network design
- Planning and deployment of a reliable wireless network
- Electrical remediation services and tower construction
- Ongoing network monitoring and maintenance
- Professional services

Three layer network approach:

1. Fiber and wireless pointto-point (PTP) equipment connects base stations
2. Wireless Point-to-MultiPoint (PTMP) extends connectivity to the street level.
3. Wi-Fi mesh nodes with rooftop mesh access points (RAPs) and mesh access points (MAPs) extend to the client level.

The solution: A multiphased approach and multilayered network with ongoing expert support

The county requested Insight propose a solution for strategy, design and deployment of a free public internet access Wi-Fi network across several precincts. The Insight Cloud + Data Center Transformation (CDCT) team, in collaboration with SmartWAVE, was selected to help the county with this large-scale and time-sensitive project.

As of August 2020, the Insight services team is in the process of multiphased project delivery planned to occur over a couple of months. This includes planning, design, electrical remediation, and tower construction and installation. Each phase addresses the core and access network and wireless network, including radio frequency (RF) analysis and field site surveying. The new multivendor network is comprised of Cisco, Palo Alto Networks and Ruckus® wireless mesh.

Our team is also providing the county with three years of ongoing support services to respond to issues as they arise and maintain the network for peak performance. This includes monitoring, data analytics, optimization, software updates and engineering support.

The result: Broad, free internet access to support education and remote work

Through working with Insight and SmartWAVE, the county can provide free public Wi-Fi internet access to more than 30,000 students and teleworkers. The network design has built-in safety and compliance features to ensure user and business data and privacy are protected.

Our three-layer network design leveraged as much existing infrastructure as possible — water tanks, light and telephone poles — to expedite services delivery and control costs. Insight's engineering services will help the county continue to deliver reliable, secure internet access to residents in need for years to come.

About Insight Public Sector

At Insight Public Sector, we help organizations of all sizes navigate complex challenges through our four key solution areas: Digital Innovation, Cloud + Data Center Transformation, Connected Workforce and Supply Chain Optimization. With deep expertise and end-to-end capabilities, we'll help you manage today's priorities and prepare for tomorrow's needs.

About OMNIA Partners

OMNIA Partners is a leading group purchasing organization (GPO) in procurement and supply chain management. Comprised of four subsidiaries: Corporate United, Prime Advantage, National IPA and U.S. Communities, OMNIA Partners serves over 35 industries in both the private and public sector.

Benefits:

Free public Wi-Fi access to
30,000+
students and remote workers

Secure, wireless network design

Cost-effective solution leveraging existing infrastructure

Eliminates aspects of the growing digital divide at an important time

Well-maintained and optimized network through an expert support team

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Insight. PUBLIC SECTOR | Cloud + Data Center Transformation

OMNIA PARTNERS

IPS.insight.com

BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: Insight Public Sector, Inc.

Contact name: Erica Falchetti

Company address: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

E-mail address: Erica.Falchetti@Insight.com

Phone number: 480.333.3071 **Fax number:** 480.760.9488

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

Lisanne Steinheiser (PLEASE PRINT/TYPE) NAME — Global Compliance Officer TITLE

SIGNATURE OF OFFICER ABOVE: _____ (SIGNATURE)

TELEPHONE: 480.333.3012 FAX: 480.760.9488

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: Not Applicable

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
Will be communicated to end user at time of order placement.

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern
Join from meeting link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6
Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: Insight Public Sector, Inc.

ADDRESS: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

REPRESENTATIVE: Erica Falchetti

PHONE: 480.333.3071 FAX: 480-760.9488

E-MAIL Erica.Falchetti@Insight.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

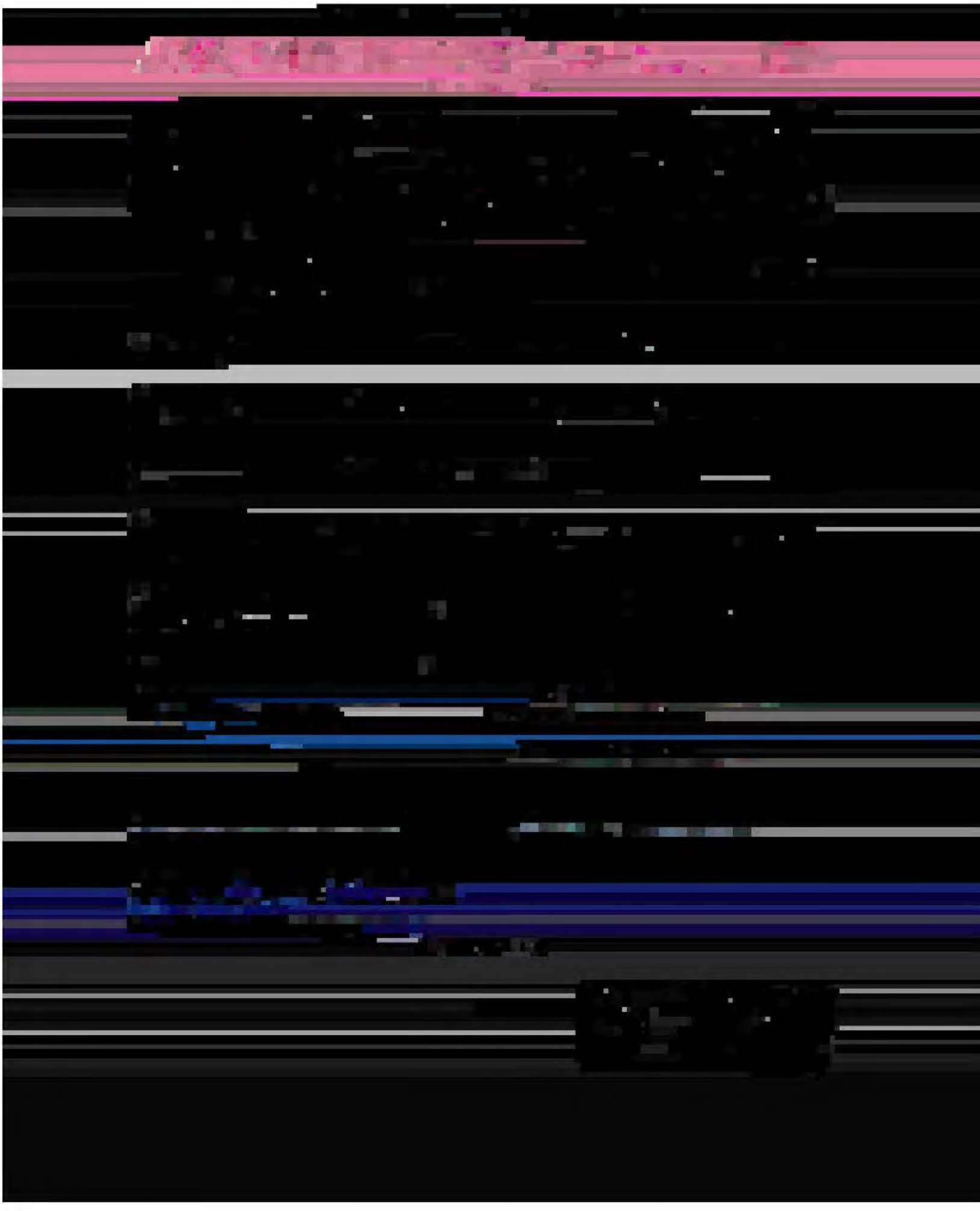


Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any

federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative: _____ Date: October 10, 2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any

implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required auditservices.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of$25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Insight Public Sector, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Lisanne Steinheiser, Global Compliance Officer

Name and Title of Contractor's Authorized Official

October 10, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative:
Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative: 

Date: October 10, 2022

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Insight Public Sector, Inc.

Organization Address: 2701 E. Insight Way, Chandler, AZ 85286

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Insight Enterprises, Inc.	2701 E. Insight Way, Chandler, AZ 85286

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://investor.insight.com/financial-reports/sec-filings/sec-filings-details/default.aspx?FilingId=15584698	82
https://investor.insight.com/financial-reports/proxy-statements/default.aspx	31

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

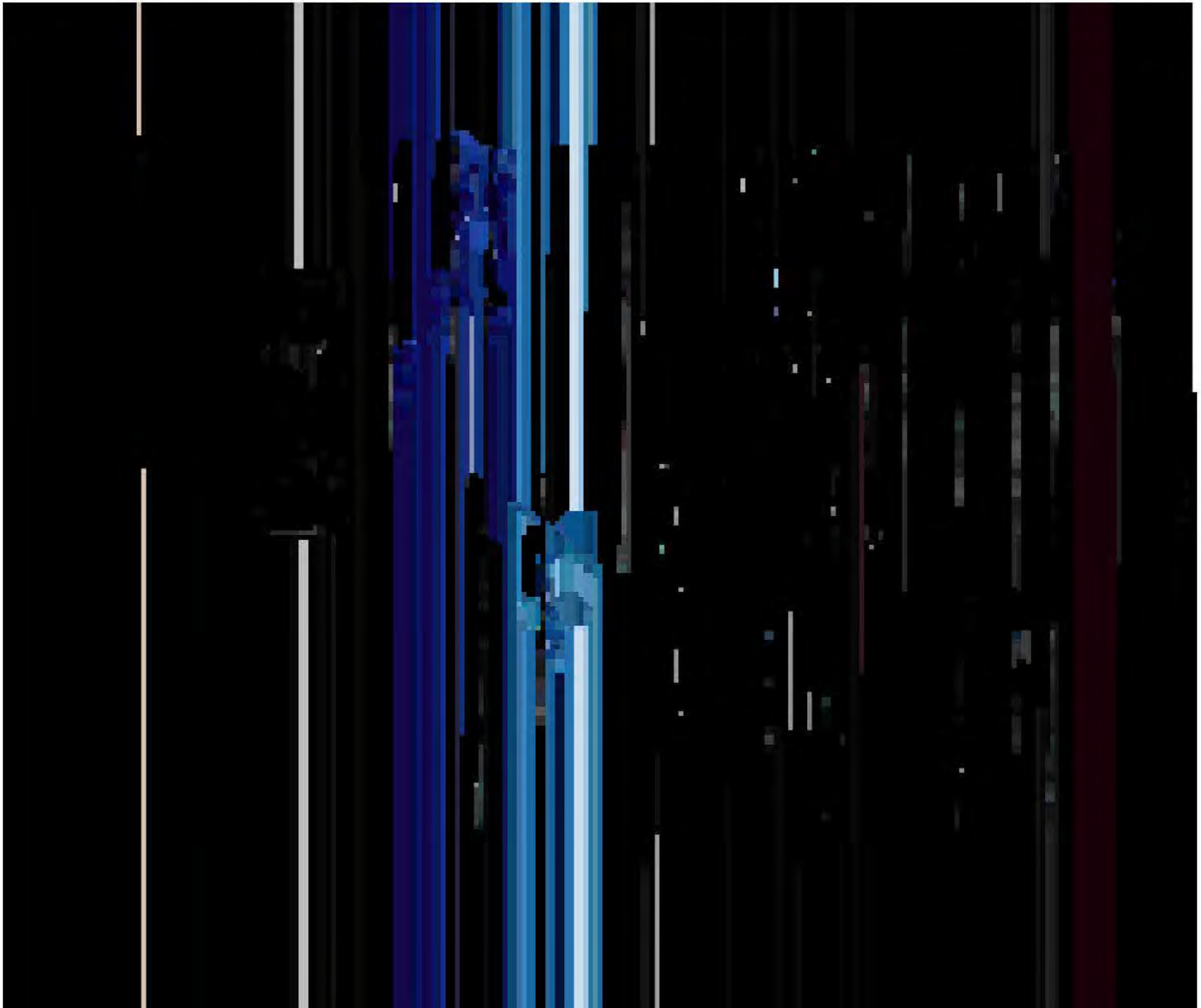
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>***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

Full Name (Print):	Lisanne Steinheiser	Title:	Global Compliance Officer
Signature:		Date:	October 5, 2022

DOC #2

NON-COLLUSION AFFIDAVIT

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



DOC #3

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

Company Name: Insight Public Sector, Inc.

Street: 2701 E. Insight Way

City, State, Zip Code: Chandler, AZ 85286

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

   OR

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

   OR

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

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

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

B. Approved Federal or New Jersey Plan – certificate enclosed

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

10/5/2022
Date

Global Compliance Officer
Authorized Signature and Title

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Insight Public Sector, Inc.		
Address:	2701 E. Insight Way		
City:	Chandler	State: AZ	Zip: 85286

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature | Lisanne Steinheiser (Printed Name) | Global Compliance Officer (Title)

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

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

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

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

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



DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

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

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: 23-6692

VENDOR NAME: Insight Public Sector, Inc.

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

CHECK THE APPROPRIATE BOX

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

OR

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

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

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

Signature

10/05/2022
Date

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

DOC #7

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

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

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	INSIGHT PUBLIC SECTOR, INC.
Trade Name:	INSIGHT PUBLIC SECTOR, INC.
Address:	6820 S. HARL AVE. TEMPE, AZ 85283
Certificate Number:	1002602
Effective Date:	July 15, 2003
Date of Issuance:	October 04, 2022

For Office Use Only:

20221004125800006

DOC #8

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

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

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

Name: Lisanne Steinheiser Title: Global Compliance Officer

Signature:  Date: October 5, 2022

DOC #9
MACBRIDE-PRINCIPLES

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

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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 **VENDOR/BIDDER:** Insight Public Sector, Inc.

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

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

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

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

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

CERTIFICATION

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

Signature October 5, 2022
Date

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**
- **Attachment - Financial Ratio Evaluation Excel Spreadsheet**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date


Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 5, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

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Sourcewell

Solicitation Number: RFP #020624

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TD Synnex Corporation, 39 Pelham Ridge Dr., Greenville, SC 29615 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Private Wireless Services with Related Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 3, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee for Commodity Products equal to eighty (80) percent

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of one (1) percent ("80 BPS") and for Enterprise Products equal to two (2) percent or ("200 BPS")to Sourcewell. "Commodity Products" shall include, but not be limited to, Products such as servers, networking equipment, and endpoint devices such as desktop, laptop, tablets and print devices. Also includes peripheral devices such as monitors, docking stations, UPS/power, telephony, furniture, and other accessories and supplies. "Enterprise Products" shall include, but not be limited to, are High-End enterprise class Datacenter Server/Storage that support cloud, AI/ML, and data center solutions, that require specific vendor authorization to purchase.The Administrative Fee will be based upon the sales price to Participating Entities and must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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IN NO EVENT SHALL SUPPLIER, ITS AFFILIATES OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING COSTS FOR PROCUREMENT OF SUBSTITUTE OFFERINGS OR SERVICES, LOST PROFITS OR LOST REVENUE.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all

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marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

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Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access,

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disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

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regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/3/2024 | 12:59 PM CDT

TD Synnex Corporation

DocuSigned by:
By: Ed Somers
7A201C431EE340C...

Ed Somers
Title: Vice President

Date: 5/3/2024 | 12:42 PM CDT

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RFP 020624 - Private Wireless Services with Related Solutions

Vendor Details

Company Name:	TD SYNNEX Corporation
Does your company conduct business under any other name? If yes, please state:	TD SYNNEX
Address:	39 Pelham Ridge Dr. Greenville, SC 29615
Contact:	Randy Finley
Email:	randy.finley@tdsynnex.com
Phone:	510-402-7058
Fax:	510-360-6609
HST#:	94-2703333

Submission Details

Created On:	Friday January 19, 2024 12:13:17
Submitted On:	Tuesday February 20, 2024 16:06:36
Submitted By:	Randy Finley
Email:	randy.finley@tdsynnex.com
Transaction #:	9875d4e1-d950-4648-af6e-3895a6985b22
Submitter's IP Address:	68.187.162.162

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	TD SYNNEX Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	DLT Solutions, LLC - a TD SYNNEX Corporation Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	TD SYNNEX, TD SYNNEX Public Sector, or DLT.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TD SYNNEX SAM Unique Entity Identifier: LYXBWDHL4VR9	*
5	Proposer Physical Address:	39 Pelham Ridge Dr. Greenville, SC 29615	*
6	Proposer website address (or addresses):	www.tdsynnex.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Ed Somers; Vice President; 39 Pelham Ridge Dr. Greenville, SC 29615; ed.somers@tdsynnex.com; 864-230-9730	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Randy Finley; Senior Director; 39 Pelham Ridge Dr. Greenville, SC 29615; randy.finley@tdsynnex.com; 510-402-7058	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Katie Bullock; Contract Analyst; 39 Pelham Ridge Dr. Greenville, SC 29615; katie.bullock@tdsynnex.com; 864-349-4368	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	TD SYNNEX has come together through a history of balanced Mergers & Acquisitions and organic growth. On March 22, 2021, SYNNEX Corporation (NYSE: SNX) and Tech Data Corporation announced a definitive merger agreement under which SYNNEX and Tech Data will combine. The combined company, with a team of over 23,000 co-workers will provide customers and vendors with expansive reach across products, services, and geographies to accelerate technology adoption. Tech Data was wholly owned by funds managed by affiliates of Apollo Global Management, Inc. (NYSE: APO) (the "Apollo Funds") and their co-investors. The merger with Tech Data was completed on September 1, 2021. The combined company was named TD SYNNEX Corporation. Headquartered in Fremont, CA and Clearwater, FL, TD SYNNEX is an industry leader in IT distribution with global operations. TD SYNNEX is listed on the New York Stock Exchange (NYSE: SNX) and is ranked #64 on the 2023 Fortune 500. TD SYNNEX has built upon its core distribution business to create a highly efficient hybrid model that provides customers with a wide range of solutions and value-added services. A publicly-traded corporation on the New York Stock Exchange (SNX), TD SYNNEX is a global business process services company, providing outsourcing services in IT distribution, contract assembly, logistics management, and more to resellers and original equipment manufacturers (OEMs) around the world. TD SYNNEX distributes technology products from more than 2,500 world-leading IT	

OEM suppliers to more than 25,000 resellers throughout the US, Canada, and Mexico. Our focused product categories include IT systems, rugged mobility, peripherals, system components, software, and networking.

TD SYNNEX Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings.

TD SYNNEX Public Sector has been exclusively focused on the Public Sector, including higher education customers, since 1991. The organization has experience with some of the nation's largest state universities and community colleges. The organization consists of approximately 400 co-workers.
TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators.

National Presence, Nationwide Distribution Capabilities:
TD SYNNEX' distribution model focuses on top-tier manufacturers, offering value-added resellers, system integrators, and solution providers access through knowledge-based sales consultants. We have over 1 million square feet of warehouse space across 15 distribution centers, located strategically throughout the United States.
TD SYNNEX offers:

- Proven distribution, logistics and product management processes
- Excellent past performance in the Public Sector market
- A national presence and nationwide distribution network
- ISO 9001-certifed supply chain that increases efficiencies and reduces costs
- Supply Chain Risk Management (SCRM) Plan (available upon request)
- Customs-Trade Partnership Against Terrorism (C-TPAT) Certified
- Membership in Transported Asset Protection Association (TAPA)
- Experienced government contractor with both Federal and State contracts
- A nationwide network of value-added resellers and solution providers with one or more SBA certified small business socio-economic statuses.

TD SYNNEX is 23,000 coworkers of the IT industry's best and brightest, who share an unwavering passion for bringing compelling technology products, services and solutions to the world. We're an innovative partner that helps our customers maximize the value of IT investments, demonstrate business outcomes and unlock growth opportunities.

At our core, we're a company that cares. We care about our partners, our co-workers, our investors and the world around us. And we're committed to being a diverse, inclusive employer of choice and a good corporate citizen.

Living our Values. We hold ourselves to the highest standards every day. That's the key to unlocking the potential of the IT ecosystem.

INCLUSION – Your voice matters.
With diverse backgrounds, expertise and experiences, our co-workers make us who we are. When we seek to understand one another and recognize the power of the individual, we demonstrate respect and dignity; we learn, evolve and unlock potential to achieve outstanding results for our customers and win together.
This broad perspective is integral to our commitment to diversity, equity and inclusion.

COLLABORATION – We amplify strengths.
We meet the ever-evolving demands of our customers and the marketplace by bringing out the best in our people and our partners across every aspect of the supply chain.
When we leverage our collective expertise, listen well, support and inspire each other we do more than achieve our goals — we do great things.

INTEGRITY – Character counts.
Acting with honesty, transparency, respect and fairness builds trust. Trust fosters the entrepreneurial spirit and is a catalyst for innovation that drives outstanding results for our
customers.

When we hold each other accountable to the highest standards, we create an open

		and honest environment that fosters creative ideas and brings value to our customers, vendors and each other. EXCELLENCE – We win. We deliver value to our customers and vendors through our strong work ethic and our commitment to excellence. We proactively seek opportunities and address challenges. We adapt quickly and execute confidently to maximize results for our partners and our business. When we embrace a driven mindset, the strengths of individual ownership and collaboration come together naturally, learning embeds itself in the process and we deliver meaningful experiences everywhere.	
11	What are your company's expectations in the event of an award?	We expect to exceed hundreds of thousands of dollars in sales in our first year and thereafter achieve year-over- year growth in excess of 15% per year. If our value-added products are accepted for award, with this broader spectrum of solutions and services that we could offer on a potential award, this will result in an increase of business as well as an increase in market awareness for this contract. The Sourcewell contract will be a valuable extension to both TD SYNNEX and Sourcewell participating entities and would be advantageous in markets such as airports, cities/governments, universities/stadiums, K-12, healthcare, and ports/warehouses. TD SYNNEX will utilize a network of reseller partners who will interface with the Sourcewell customers, providing onsite assessments/consultation, product information, technical support, customer service support and post-sales support as authorized. Authorized TD SYNNEX reseller partners will be responsible for invoicing Sourcewell customers directly on behalf of TD SYNNEX. Reseller Order Fulfillers will be utilized under the TD SYNNEX Sourcewell program contract. These resellers will be required to maintain the appropriate vendor authorizations and sign agreements with TD SYNNEX agreeing to follow the terms and conditions of our Sourcewell program contract. Resellers will be reviewed on a regular basis to ensure we have the appropriate resources to support this contract.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	TD SYNNEX Corporation is a publicly traded company on the New York Stock Exchange under the stock symbol SNX. On March 22, 2021, SYNNEX Corporation (NYSE: SNX) and Tech Data Corporation announced a definitive merger agreement under which SYNNEX and Tech Data will combine. Tech Data was wholly owned by funds managed by affiliates of Apollo Global Management, Inc. (NYSE: APO) (the "Apollo Funds") and their co-investors. The merger with Tech Data was completed on September 1, 2021. The combined company was named TD SYNNEX Corporation. D&B Finance Analytics report and FY2023 Fourth Quarter & Full Year Results press release (https://s22.q4cdn.com/848111767/files/doc_financials/2023/q4/FQ4-23-Earnings-Press-Release.pdf) provided as supporting documents (See file TD SYNNEX Response – Financial Strength and Stability_DB_TD SYNNEX CORPORATION_12.27.2003.pdf page 1) and see file TD SYNNEX Response - Financial Strength and Stability_FQ4-23-Earnings-Press-Release.pdf page 1)	*
13	What is your US market share for the solutions that you are proposing?	For calendar year 2023, TD SYNNEX estimates that the Total Available Market for Public Sector IT spend was ~$256 Billion, with ~$59 Billion being IT products. TD SYNNEX represented 20% ($11.6 Billion) of the products market share. Market share will vary by manufacturer. Ericsson, a Cradlepoint company, is the largest radio access network (RAN) supplier in the United States with a market share over 50%. US Market Share About 50% of the 5G traffic outside of China run on Ericsson networks. R&D investments over the past four years have led to Ericsson increasing its market share outside of China to 39 percent in 2022, from around 33% in 2017. (Source: Gartner) • Ericsson was named a leader in the 2023 Gartner® Magic Quadrant™ for 5G Network Infrastructure for CSPs report. • Ericsson positioned as a Leader for the third year in a row. • Ericsson's commercial 5G leadership and technology evolution is independently known industry-wide. • Ericsson positioned highest for 'Ability to Execute' in the Gartner® Magic Quadrant™ Ericsson became a top RAN vendor in 2021 with 26.9% market share overtaking China's Huawei as the top Radio Access Network (RAN) vendor in 2021, helped by delving 5G solutions in the US market (Source: Mobile Experts)	*

14	What is your Canadian market share for the solutions that you are proposing?	Ericsson is a prominent player in making a Connected Canada possible for 70 years. Our prominence in the Canadian Market is evidenced by our commitment to R&D Economic Development in the country. Research & Development • Investing an average of $35M/year - $6.8B+ overall • Among the top 14 R&D spenders in Canada • 2000+ Canadian patents in a global repertoire of 60,000 Economic Development • Largest Canadian 5G network service provider • Drive digital change with 5G technology • ENCQOR partner to 5G labs that develop use cases In Canada, Ericsson provides 5G infrastructure products and services for Bell, EastLink, Rogers, TBAYTEL, TELUS, Videotron and Xplore and live 5G commercial networks across the country. We enable private network solutions as well as transport and critical infrastructure to remote mines and utilities across the country through client partnerships with Ambra, Hydro BC, Hydro One, Hydro Quebec and more. We have more than 170 5G commercial agreements or contracts with unique service providers globally. With state-of-the-art 5G R&D centers and offices in Montreal, Ottawa and Toronto, we are working closely with partners, Canadian telecommunications leaders and the Canadian government to rollout a secure 5G network for the entire country. Ericsson's largest R&D site in North America is in Ottawa. The Ottawa lab is a strategic R&D site with end-to-end development capabilities. It's also one of the few Verification Centres for Ericsson. Our teams work in all phases of the product development cycle, from research, architecture, systematization, hardware/software design, integration, test, field test, and customer support. Since 2020, our Ottawa Open Lab has been a key site on the recently created Cloud RAN product development unit responsible for Ericsson Cloud RAN products worldwide. Ericsson also established its Global AI accelerator division in 2019 in Montreal. This 5G innovation hub focuses on R&D in AI and automation to leverage innovative technologies an and create data-drive, intelligent and robust system automation, evolution and growth.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. TD SYNNEX is a publicly traded company (NYE: SNX) in good financial standing.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	In response to question a): TD SYNNEX is an authorized distributor. Cradlepoint's Letter of Authorization as an Authorized Distributor has been made available as an uploaded document (See file TD SYNNEX Response – Additional Document.pdf page 3) Ericsson's EP5G private network solution is only available in the United States and Canada through its subsidiary Cradlepoint. TD SYNNEX is offering both EP5G and Cradlepoint's NetCloud Private Networks (NCPN) through Cradlepoint. TD SYNNEX holds all necessary authorizations, approvals, and master distributor agreements to be a tier one distributor, based on the different vendor requirements. TD SYNNEX relies upon a network of independent dealers, resellers and solutions providers to provide onsite sales and support to end user agencies. Resellers authorized to sell under this contract will be required to sign a Dealer Agreement acknowledging the Terms and Conditions of the contract in order to participate. In order to best serve Sourcewell's participating entities, TD SYNNEX proposes including the entire TD SYNNEX line card of over 2,500 IT manufacturers and Authorized Service Providers as a Value-Add to the contract. This would provide entities full service solutions while providing a unique "Best Value" option for participating entities. A copy of the complete TD SYNNEX line card has been included in our response.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	TD SYNNEX is an Authorized Distributor of Cradlepoint product and services for the United States and Canada. In September 2020, Ericsson purchased Cradlepoint and Cradlepoint is now the channel go-to-market path for Ericsson's EP5G. All Resellers approved as Cradlepoint Authorized Resellers under this contract are required to hold all appropriate certifications and specifications. Specific certifications and specializations for Private Networking include but are not limited to CBRS certified Professional Installer (as required by the FCC), NetCloud Private Networks Sales Professional Certification, and NetCloud Private Networks Solution Engineer Specialist. Cradlepoint's Partner Program's quality management process includes performing due diligence on all new VARs with material changes to their contract with Cradlepoint. Due diligence includes screenings against watchlists, adverse media, and government affiliations. Their partners are rescreened on a cadence determined by the business and contract performance to capture any changes in their business structure and/or affiliations. The TD SYNNEX Sourcewell Contract Manager will conduct ongoing audits to verify compliance with the Terms and Conditions of the contract and will perform contract performance reviews to ensure we have authorized the best servicing partners for Sourcewell's participating entities' needs. By ensuring that tiered expectations are met, and that training and certifications are completed, we are assured of the quality of Cradlepoint's Partners performance throughout the contract term. Certification & Accreditation Accreditation is recognition and validation for Partners who have demonstrated superior levels of business, sales, and technical expertise that addresses customer solution needs in areas of operation, administration, design, implementation, and troubleshooting. Ericsson holds the following certifications and licenses: • ISO 9001: 2015 – Quality Management System • ISO 14001:2015 – Environmental Management System Standard • ISO/IEC 27001:2013 – Information Security Management System • ISO 45001:2018 – Occupational Health and Safety Management System • US Federal Communications Commission (FCC) Citizen Broadband Radio Service (CBRS) certification for CBRS portfolio Cradlepoint holds two cellular industry certifications: PTCRB for North America and GCF-CC for the rest of the world. These certifications ensure that Cradlepoint endpoints are safe to operate on a carrier/operator network and allows Cradlepoint product to work globally. Cradlepoint Product Manufacturers are ISO9001 Certified. Additionally, Cradlepoint's processes are aligned to the ISO9001 standard. A Cradlepoint Letter of Authorization as an Authorized Distributor has been made available as an uploaded document (See file TD SYNNEX Response – Additional Document.pdf page 3). TD SYNNEX is ISO 9001:2015 certified. ISO Certificate has also been made available as an updated document (See file TD SYNNEX Response – Additional Document.pdf page 4).	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	TD SYNNEX has not had any suspensions or debarment proceedings in the past 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	TD SYNNEX Awards The expertise of SYNNEX has been recognized worldwide, with a range of accolades and awards. Our vendors, resellers and clients are proud to call us partners as we continue to support their business strategies with best-in-class technology and business solutions. 2024 & 2023 Fortune World's Most Admired Company 2023 & 2022 TD SYNNEX Earns Great Place to Work Certification Aruba Distributor of the Year, U.S. and Canada (2021, 2019, 2018, 2017) Canada Distributor of the Year (2020); Andean Distributor of the Year, SYNNEX Westcon	

Colombia (2019)

Beyond Trust
Beyond Trust, Value Added Distributor of the Year, Westcon Brazil and Westcon Mexico (2019)

Check Point
Distributor of the Year, SYNNEX Westcon, North American (2020, 2019, 2018); Distributor of the Year, SYNNEX Westcon Brazil (2019)

Cisco
Global Distributor of the Year, SYNNEX Comstor, U.S. (2020); Americas Distributor of the Year, SYNNEX Comstor, U.S. (2020); North America Distributor Cisco Marketing Innovator, SYNNEX Comstor (2020); LATAM Distributor of the Year SYNNEX Comstor LATAM (2020,2019); Distributor of the Year MCO SYNNEX Comstor Colombia (2020,2019); Distributor of the Year Mexico SYNNEX Comstor Mexico (2020); Distributor of the Year CANSAC SYNNEX Comstor CANSAC (2019); Marketing Innovator Distributor of the Year SYNNEX Comstor LATAM (2019)

Citrix
Distributor of the Year, Westcon Americas, Brazil (2018)

CommScope
Ruckus Networks North America and LATAM Distributor of the Year, SYNNEX Westcon (2019); Ruckus Networks Canada Distributor of the Year (2018); Ruckus Networks Trailblazer Unleashed, U.S. (2017)

Digi
North American Distribution Partner of the Year, U.S. and Canada (2019)

Digium
Pinnacle Partner Canadian Distributor of the Year (2019)

Fortinet
Latin America Distributor of the Year, SYNNEX Westcon-Comstor (2021)

F5
Latin America Distributor of the Year, SYNNEX Westcon, (2019, 2018, 2017)

Firemon
Americas Distributor of the Year (2019); North American FireMon Ignite Distributor of the Year (2018)

Hewlett Packard Enterprise
Global Distributor of the Year (2023 &2021); North America Distributor of the Year (2020, 2023); Distributor of the Year, U.S. (2019, 2017)

HP Inc.
Partner of the Year, Personal Systems, Print Hardware and Supplies, U.S., (2023 & 2019); Partner of the Year, Personal Systems, Print Hardware and Supplies, Canada (2023); Canada Distributor of the Year, SYNNEX Canada (2019); Partner of the Year, Personal Systems, Print Hardware and Supplies, U.S. (2019)

Infoblox
North American Distributor of the Year (2019); Distribution Partner of the Year, SYNNEX Westcon-Comstor, U.S. (2018)

ISG
Technology Vendor of the Year, U.S. (2020)

Intel
DCG Distributor of the Year, U.S. (2021, 2019, 2018); CCG Distributor of the Year, U.S. (2018)

Juniper Networks
Distributor of the Year, SYNNEX Westcon, Mexico (2018)

Kensington
Distributor of the Year, U.S. (2019)

Lifesize
Global Distribution Partner of the Year (2019); Americas Distributor of the Year (2018)

Microsoft

Worldwide Surface Partner of the Year (2023); Operational Excellence Partner of the Year (2023); Worldwide Partner of the Year (2022); Surface Transformation Distributor of the Year, U.S. (2020, 2019); Indirect Provider of the Year for Latin America and the Caribbean Region, SYNNEX Westcon-Comstor, Brazil, (2020); WW Devices Distributor of the Year, (2019, 2017); Partner of the Year, Westcon Colombia (2019); SAP on Azure Partner of the Year LATAM, Westcon Colombia; Modern Workplace U.S. Distributor of the Year, OEM Devices Partner, U.S. (2019); OEM Windows Pro Devices Partner of the Year and Surface Hub Partner of the Year, U.S. (2018)

NetApp
Major Revenue Distributor of the Year, Westcon Americas, Brazil (2018)

Palo Alto Networks
Most Growth, Americas, (Education), SYNNEX Westcon, North America, (2020); Distributor of the Year, SYNNEX Westcon, North Latin America (2018), Global and North American Distributer Partner of the Year (2023)

Panasonic
North America Distributor of the Year (2019)

PureStorage
Disruptor of the Year Partner Award, SYNNEX Westcon-Comstor, LATAM (2019)

Red Hat
Commercial Distributor of the Year, North America (2019, 2017, 2016, 2014, 2013); Training Distributor of the Year, North America (2019, 2018, 2017)

Samsung
Mobile Distribution Partner of the Year (2020); Overall Distribution Partner of the Year, Smart Signage Award (2020)

Seagate
Enterprise Distributor of the Year, U.S. (2019, 2018)

Symantec
SecureOne Services Excellence Award, Americas, Westcon LATAM (2019)

Veeam
North American Distributor of the Year (2022)

VMWare
Emerging Markets Global and Americas Distributor of the Year, Westcon Americas, Latin America (2018); Education Services Partner of the Year, Westcon Mexico, Latin America (2018)

Ericsson Awards
Ericson received recognition as the Gulf Region 5G Innovator of the Year at the ITP.net Technology leadership Awards 2022. The award endorsed Ericsson's position as the 5G market leader, forerunner in mobile connectivity solutions for telecommunications and industries, as its role in driving digitalization across various continents.

Ericsson was named a Leader in the 2023 Gartner Magic Quadrant for 5G Network Infrastructure for Communications Service Providers.

Ericsson's USA 5G Smart Factory in Lewisville, Texas, has been recognized by the World Economic Forum as a global front runner in the Fourth Industrial Revolution (4IR). The Forum has awarded the site with its prestigious "*Global Lighthouse" designation in recognition of Ericsson's deployment of next-generation technology at the site and its subsequent impact – including an impressive 2.2 times improved output per employee when compared to a similar site without the automation and 4IR improvements.

In 2023, Ericsson won the coveted 5G Innovator of the Year at the edge Technology Leadership Awards for the second year in a row.

Ericsson was recognized as the 2023 Google Cloud Industry Solution Technology Partner of the Year Award for innovating its market-leading 5G portfolio on Google Cloud technology.

Ericsson received recognition as the leading private networking provider from analyst firm Kaleido Intelligence in its Connectivity Vendor Hub: Private Networks 2022 research report. Assessed amongst 38 leading private LTE/5G vendors, Ericsson ranked as the number one private networks solution provider, heralded for its support of 4G and 5G technology across all deployments, and its powerful

		combination of pre-integrated hardware and software.[JM1] [RF2] [RF3] Ericson received recognition as the Gulf Region 5G Innovator of the Year at the ITP.net Technology leadership Awards 2022. The award endorsed Ericsson's position as the 5G market leader, forerunner in mobile connectivity solutions for telecommunications and industries, as its role in driving digitalization across various continents. Cradlepoint Awards CRN 10 Hottest Networking Products of 2023: The 10 Hottest Networking Products Of 2023 (crn.com) CRN Tech Innovators Award for 2023: The 2023 Tech Innovator Awards | CRN Forbes recognition: Ericsson And Its Private Networking Journey (forbes.com)	
20	What percentage of your sales are to the governmental sector in the past three years	TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. State/Local government sales include all state and local government, but also includes any city, local, township, municipal, borough, county, parish, and/or commonwealth, revenue. Federal sales include all civilian, defense, and/or administrative revenue, also includes sales to prime contract holders and federal integrators. TD SYNNEX Public Sector fiscal year 2021 public sector sales were in excess of $9.4 Billion (29.7% of overall company revenue): • Education $4 Billion • State/Local government $2.5 Billion • Federal $2.9 Billion TD SYNNEX Public Sector fiscal year 2022 public sector sales were in excess of $11.2 Billion (18.0% of overall company revenue): • Education $4 Billion • State/Local government $3.3 Billion • Federal $3.9 Billion TD SYNNEX Public Sector fiscal year 2023 public sector sales were in excess of $11.6 Billion (20.2% of overall company revenue): • Education $3.9 Billion • State/Local government $3.5 Billion • Federal $4.0 Billion ***FY 2023 Overall Public Sector Contracts business $1.3 Billion*** TD SYNNEX fiscal year starts on December 1st of the current year and ends on November 30th of the following year. FY 2020 $24,676,000,000.00 (Legacy SYNNEX Corporation only) FY 2021 $31,614,000,000.00 (Legacy SYNNEX Corporation only) On March 22, 2021, SYNNEX Corporation (NYSE: SNX) and Tech Data Corporation announced a definitive merger agreement under which SYNNEX and Tech Data will combine. The combined company, with a team of over 23,000 co-workers will provide customers and vendors with expansive reach across products, services, and geographies to accelerate technology adoption. Tech Data was wholly owned by funds managed by affiliates of Apollo Global Management, Inc. (NYSE: APO) (the "Apollo Funds") and their co-investors. The merger with Tech Data was completed on September 1, 2021. The combined company was named TD SYNNEX Corporation. FY 2022 $62,343,800,000.00 FY 2023 $57,555,400,000.00	*

21	What percentage of your sales are to the education sector in the past three years	TD SYNNEX tracks sales in the traditional public sector verticals of Education, State/Local government, and Federal. Education sales include all K-12, higher education (colleges and university), and community, and/or vocational & technical college revenue. Fiscal year 2021 Education sales were in excess of $4 Billion (12.7% of overall company revenue) Fiscal year 2022 Education sales were in excess of $4 Billion (6.4% of overall company revenue) Fiscal year 2023 Education sales were in excess $3.9 Billion (6.8% of overall company revenue) TD SYNNEX fiscal year starts on December 1st of the current year and ends on November 30th of the following year. FY 2020 $24,676,000,000.00 (Legacy SYNNEX Corporation only) FY 2021 $31,614,000,000.00 (Legacy SYNNEX Corporation only) On March 22, 2021, SYNNEX Corporation (NYSE: SNX) and Tech Data Corporation announced a definitive merger agreement under which SYNNEX and Tech Data combined. The merger with SYNNEX and Tech Data was completed on September 1, 2021. The combined company was named TD SYNNEX Corporation. FY 2022 $62,343,800,000.00 FY 2023 $57,555,400,000.00	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Texas Department of Information Resources Contracts: TX DIR-TSO-4075 Emergency Preparedness and Disaster Recovery Information Technology (IT) Products and Related Services (Expired March 22, 2023) FY2021 sales of $2,214,986.06 FY2022 sales of $2,551,017.09 FY2023 sales of $1,138,671.88 TX DIR-CPO-4458 Data Communication and Networking (Expires March 19, 2025) FY2021 sales of $3,164,564.94 FY2022 sales of $495,035.51 FY2023 sales of $508,747.89 TX DIR-TSO-4383 Software (Expires August 21, 2025) FY2021 sales of $180,130.24 FY2022 sales of $965,992.00 FY2023 sales of $457,443.45 TX DIR-CPO-5077 Telecom and Conferencing (Expires August 4, 2027) FY2023 sales of $7,610.67 TX DIR-TSO-3866 Miscellaneous IT Hardware, Peripherals, Components and Related Services (Expired May 31, 2022) FY2021 not active FY2022 sales of $13,082.61 TX DIR-CPO-5096 Miscellaneous IT Hardware, Peripherals and Components (Expires December 13, 2027) FY2021 not active FY2022 not active FY2023 sales of $553,788.80 TX DIR-4846 Cybersecurity Products and Services (Expires January 25, 2028) FY2021 not active FY2022 not active FY2023 sales of $144,509.53 OHIO State Term Schedule (STS) Contract: Ohio STS Contract #534604 (Expires September 26, 2024) FY2021 sales of $620,789.70 FY2022 sales of $695,421.20 FY2023 sales of $308,087.10 North Carolina Statewide Contract: North Carolina Cisco Systems 204X IT Infrastructure Solutions (Expires June 30, 2024) FY2021 not active FY2022 not active FY2023 $434,760.93 Pennsylvania Education Purchasing Program for Microcomputers (PEPPM): PEPPM 533902-184 for Pennsylvania (Expires December 31, 2025) and PEPPM 535122-043 for California (Expires December 31, 2025) FY2021 sales of $10,465,442.20	*

		FY2022 sales of $7,852,654.37 FY2023 sales of $24,661,203.42 National Cooperative Purchasing Alliance (NCPA): NCPA 01-97 Advanced Technology Solutions Aggregator Contract (Expires July 31, 2024) FY2021 sales of 52,849,095.61 FY2022 sales of $108,646,474.44 FY2022 sales of $84,695,939.28 Omnia Partners Public Sector: OMNIA Partners – Cyber Security Solutions and Associated Products & Services Contract Number: #R200803 (Expires September 30, 2025) FY2021 sales of $138,496.73 FY2022 sales of $2,862,255.95 FY2023 sales of $8,296,629.42 OMNIA Partners Managed Print Solutions MPS R171403 (Expired February 28, 2023) FY2021 no sales FY2022 sales of $101,088.33 FY2023 sales of $135,078.10 Equalis Group: Equalis Group Contract Number: EQ-013120-01 Technology Software, Equipment, Services and Related Solutions (Expires April 30,2025 Renewable through April 30, 2027) FY2021 sales of $9,006.41 FY2022 sales of $304,485.27 FY2023 sales of $1,042,293.14	
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	General Services Administration: GSA Multiple Award Schedule Contract # 47QTCA19D00MM (Expires September 26, 2024) FY2021 sales of $15,346,655.52 FY2022 sales of $19,548,044.90 FY2023 sales of $8,814,945.36 GSA Multiple Award Schedule Contract #GS-35F-0563U (Expires September 4, 2028) FY2021 not active FY2022 sales of $5,722,099.02 FY2023 sales of $51,048,305.66 GSA Multiple Award Schedule Contract # 47QTCA21D00BD (Expires June 21, 2026) FY2021 sales of $609,912.00 FY2022 sales of $5,104,005.52 FY2023 sales of $3,715,941.61 GSA Multiple Award Schedule Contract # GS-35F-0349S (Expires April 4, 2026) FY2021 sales of $1,763,394.00 FY2022 sales of $1,836,335.95 FY2023 sales of $1,325,432.75 GSA's 2nd Generation Information Technology (2GIT) Blanket Purchase Agreements: 2GIT BPA #47QTCA21A0026 (Expires March 30, 2026) FY2021 sales of $1,993,186.67 FY2022 sales of $3,721,017.41 FY2023 sales of $931,077.72 2GIT BPA #47QTCA21A002E (Expires March 30, 2026) FY2021 sales of $29,401.00 FY2022 sales of $4,985,829.64 FY2023 sales of $2,781,227.13 2GIT BPA 47QTCA21A0027 (Expires March 30,2026) FY2021 sales of $100,579.00 FY2022 sales of $1,880,141.57 FY2023 sales of $4,691,316.66	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities and for whom you have performed projects relevant to private wireless services. .

Entity Name *	Contact Name *	Phone Number *	
RCN Communications	Reed Perryman, Director of Sales	865-293-0350	*
Logicalis, Inc	Mike Marchal, GovEd Director	480-346-2314	*
TKK Electronics	Juan Hernandez, CEO	414-290-0585	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Our current reseller distribution agreement does not allow the release of any end user information.	Government	Illinois - IL	Bus and Train projects including cashless pay system, signage on vehicles and at stations, vehicle cameras, and train telemetrics.	9 transactions of various sizes across the last 3 years.	$4.4Million	*
Our current reseller distribution agreement does not allow the release of any end user information.	Government	District of Columbia - DC	Various projects including IoT and Mobile deployments.	99 transactions of various sizes across the last 3 years.	$3.6Million	*
Our current reseller distribution agreement does not allow the release of any end user information.	Government	District of Columbia - DC	5G Connectivity for ARC vehicles in the field.	20 transactions of various sizes across the last 3 years.	$3.4Million	*
Our current reseller distribution agreement does not allow the release of any end user information.	Government	Florida - FL	1300 vehicle fleet with dual modems for always on cell service/coverage.	40 transactions of various sizes across the last 3 years.	$2.7Million	*
Our current reseller distribution agreement does not allow the release of any end user information.	Government	Illinois - IL	Passenger Wi-Fi	150 transactions of various sizes across the last 3 years.	$2.3Million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	At TD SYNNEX, we bring a wealth of experience and a proven track record in owning and managing Public Sector contracts. We owe our success to our strategic approach to sales and demand generation, tailored to maximize the reach of these contracts. We have over 800 sales representatives located throughout the US and Canada who work directly with our reseller partners to ensure timely quoting, sales, and delivery to Sourcewell participating entities. TD SYNNEX has a dedicated team who are responsible for the overall management of our state contracts. Responsibilities include the coordination of marketing efforts; reseller recruitment and development, quoting, sales, technical support, customer service, post-sales support, reporting and compliance. TD SYNNEX Public Sector Contracts Team Organization for Sourcewell Executive Team • Eddie Franklin, Senior Vice President of Sales, Public Sector eddie.franklin@tdsynnex.com • Ed Somers, Vice President, Public Sector Programs ed.somers@tdsynnex.com • Randy Finley, Senior Director of Public Sector Business Development randy.finley@tdsynnex.com Management Team • Jerry Hertel, Director of Public Sector Client Executives jerry.hertel@tdsynnex.com • Mike Gambrell, Director of State and Local Government Vertical Alliance mike.gambrell@tdsynnex.com • Steve Wells, Vice President of Program Management steve.wells@tdsynnex.com Business Development Team • Jamie Grimm, Senior Manager or Contracts Business Development jamie.grimm@tdsynnex.com • Greg Villamarin, Bid Desk Supervisor greg.vilamarin@tdsynnex.com • Nick Coperine, Senior Contracts Business Development,Southeastern US nicholas.coperine@tdsynnex.com • Travis Matthews, Contracts Business Development, Central US travis.matthews@tdsynnex.com • Lisa McElroy, Contracts Business Development, Northeast US lisa.mcelroy@tdsynnex.com • Caroline Trembly, Contracts Business Development, West US caroline.trembly@tdsynnex.com Each member of the TD SYNNEX Public Sector Contracts Team is involved in the ongoing success of the Sourcewell contract through reseller recruitment, solution development, and contract compliance. TD SYNNEX will utilize a network of reseller partners who will interface with Sourcewell's participating entities, providing onsite assessments/consultation, product information, technical support, customer service support and post-sales support as authorized Order Fulfillers under the TD SYNNEX Sourcewell contract. These resellers will be required to maintain the appropriate vendor authorizations and sign agreements with TD SYNNEX agreeing to follow the terms and conditions of our Sourcewell contract. Resellers will be reviewed on a regular basis to ensure we have the appropriate resources to support this contract. These resellers are our "feet on the street" and act as our local presence with Sourcewell participating entities. The TD SYNNEX Public Sector Program Team works closely with the resellers to ensure they have the tools to meet the needs of Sourcewell participating entities. Map of resellers provided. See file TD SYNNEX Response – Additional Document.pdf page 5. This network of resellers has access to a number of support services through TD SYNNEX, including marketing, technical, sales, post-sales and contractual support from the TD SYNNEX Public Sector Program Team. With 15 distribution and 5 office facilities nationwide, TD SYNNEX gets the right products to market, right-on-time. Our distribution processes are highly automated to reduce errors, ensure timely order fulfillment, and enhance the efficiency of our warehouse operations and back office administration. TD SYNNEX Office Facilities: • Fremont, CA (44201 Nobel Drive, Fremont, CA 94538)

		• Clearwater, FL (16202 Bay Vista Drive, Clearwater, FL 33760) • Greenville, SC (39 Pelham Ridge Drive, Greenville, SC 29615) • Herndon, VA (DLT Solutions, 2411 Dulles Courner Park #800, Herndon, VA 20171) • Tempe, AZ (8700 South Price Road, Tempe, AZ 85284) TD SYNNEX Distribution Centers: • Chino, California • Fontana, California • Tracy, California • Miami, Florida • Suwanee, Georgia • Romeoville, Illinois • South Bend, Indiana • Southaven, Mississippi • South Brunswick, New Jersey • Swedesbouro, New Jersey • Columbus, Ohio • Groveport, Ohio • Fort Worth, Texas • Garland, Texas • Chantilly, Virginia	
27	Dealer network or other distribution methods.	In aligning with the objectives of the Sourcewell Contract, TD SYNNEX leverages an extensive network of reseller partners. These partners are instrumental in providing comprehensive support to Sourcewell's participating entities, including onsite assessments, product consultations, technical support, customer service, and post-sales support. As authorized Order Fulfillers under the Sourcewell Contract, our reseller partners are carefully vetted to ensure compliance with vendor authorizations and the contractual terms set forth by TD SYNNEX. We conduct regular evaluations of our reseller network to ensure alignment with our standards and the evolving needs of Sourcewell participating entities. Our resellers, serving as the local representatives of TD SYNNEX, play a pivotal role in the relationship with participating entities. We ensure that our resellers are equipped with the necessary tools and resources, supported by our Public Sector Program Team, including marketing, technical, sales, and post-sales assistance. TD SYNNEX' national distribution infrastructure includes 15 distribution warehouses and 5 office facilities. This network ensures the efficient, timely distribution of products, and is supported by advanced automation and stringent quality controls. Our logistical expertise, combined with our commitment to technological innovation and operational excellence, positions TD SYNNEX as the leader in distribution and logistics support for Sourcewell participating entities. TD SYNNEX' commitment to excellence, innovation, and partner support is central to our proposal, reflecting our dedication to meeting the needs of Sourcewell's participating entities and contributing to the success of the contract. Supply Chain Capabilities TD SYNNEX provides logistics support such as outsourced fulfillment, virtual distribution, consignment, and direct ship to end-users to our reseller customers. Other logistics support activities include generation of customized shipping documents, multi-level serial number tracking for customized, configured products, and online order and shipment tracking. • Drop shipments • Same-day shipping o AIT Worldwide o Dynamex • Delivery Services – Parcel, LTL, TL, FTL, Air o FedEx o United Parcel Service (UPS) • 24x7 emergency services • Cross-Dock & Consolidation • Import/Export Management TD SYNNEX offers logistical support capabilities and processes to handle local, regional, and multi-national rollouts. Logistical systems are designed to augment and complement our partners current capabilities, extend their geographical reach, provide technical support, and offer the ability to expand market reach and opportunities with little capital investment by leveraging TD SYNNEX as a business partner. TD SYNNEX' proprietary IT systems and processes enable distribution operations to be automated. For example, TD SYNNEX uses RFID and bar code scanning technologies in all warehouse operations to maintain real-time inventory records and facilitate cycle counts every 2 weeks to improve the accuracy of order fulfillment. In addition, TD SYNNEX uses palm readers to capture real-time labor cost data, enabling efficient management of our daily labor costs. To increase the accuracy of our order fulfillment and protect our inventory from shrinkage, our systems also incorporate numerous controls. These controls include order weight checks, bar code scanning, and serial number profile verification to verify that the product shipped matches the customer order. We also use digital	*

		video imaging to record our small package shipping activities by order. These images and other warehouse and shipping data are available online to our customer service representatives, enabling us to quickly respond to order inquiries by our customers. TD SYNNEX' regional locations enable local deliveries and provide will-call fulfillment to more customers. Our workforce is comprised of permanent and temporary employees to respond to short -term changes in order activity. Distribution Capabilities With 15 distribution centers nationwide. TD SYNNEX is well positioned to provide world class distribution and logistics support to Sourcewell participating entities. In addition, we have two ISO-9001:2015 certified full-service integration facilities located in Southaven, MS and Fremont, CA. United States Logistical Centers: Chino, Califorina Fontana, Califorina Tracy, California Miami, Florida Suwanee, Georgia Romeoville, Illinois South Bend, Indiana Southaven, Mississippi South Brunswick, New Jersey Swedesbouro, New Jersey Columbus, Ohio Groveport, Ohio Fort Worth, Texas Garland, Texas Chantilly, Virginia United States Headquarters: Fremont, California Clearwater, Florida Greenville, South Carolina	
28	Service force.	TD SYNNEX SERVICESolv In the fast-paced environment of technology services, there are many touchpoints to make technology ready- to-use for its users. Together with reseller partners, TD SYNNEX SERVICESolv can make that happen quickly, cost-effectively with technology engineered for the future. TD SYNNEX SERVICESolv's value-added, white- labeled services can support and supplement partners' current service offerings, skillsets, and geographic reach to expand their business opportunities. Technology services have a full U.S. geographic coverage in all zip codes plus 140 countries overseas with more than 800 technical resources with expertise from the desktop to the datacenter, on-premises and in the cloud. You can learn more about ServiceSolv by reviewing the ServiceSolv Line Card (See file TD SYNNEX Response – Additional Document.pdf page 6) and the Network Services.pdf (See file TD SYNNEX Response – Additional Document.pdf page 8) or by going to https://www.synnexcorp.com/us/servicesolv/ TD SYNNEX SERVICESolv Delivered TD SYNNEX SERVICESolv Delivered provides both on and off-premise services for end-users on behalf of its reseller customer including: • In-Field Services o Installations: On-site Installations (wireless, signage, cabling, Pro AV, physical security, client devices, fleet services, audio-visual systems, telephony, data center, rack & stack & configuration) o Help Desk, 1-800 support o Monitoring (NOC) o Training and Certifications, Smart Hands, Warranties, Staffing, Data Destruction/Asset buyback, and Software Services o Support Services (NOC, SOC, SIEM) GoldSeal® Support Services • Lifecycle Management • Help Desk • Asset Disposal with Data Destruction • De-staging, repair, recycling to disposal • TD SYNNEX RENEWSolv, proprietary renewal platform • Software Services • IT Maintenance • International Shipping (Importer/Exporter of Record as a Service)	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell participating entities will work directly with TD SYNNEX Authorized Resellers for all quotes, order fulfillment, and invoices. Resellers will work directly with their TD SYNNEX sales representatives and all order fulfillment will be through TD SYNNEX to ensure compliance, Sourcewell participating entity satisfaction, and accurate reporting. All Authorized Reseller participation will be in accordance with the Terms and Conditions set forth in the Sourcewell Master Agreement. Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. Sales Quoting/Orders Sourcewell participation entities can obtain contract quotes and place orders on this contract in one of four ways: 1. Authorized Participating Reseller (Order Fulfiller) 2. E-mail: sourcewell@tdsynnex.com 3. Toll Free: 1-877-230-5680 4. www.tdsynnex.com/na/us/td-synnex-public-sector/ A dedicated Sourcewell contract webpage will contain the Terms and Conditions of the contract, pricing/discounts; authorized resellers and contact information.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	TD SYNNEX' Authorized Reseller Partners assume the first level of support, serving as the primary contact, and offer resolution for common challenges like network connectivity, firmware updates, and basic hardware/software troubleshooting. Onsite technical support will be provided by the Authorized Reseller Partners. TD SYNNEX' Customer Care after-sale support team recognizes the importance of providing timely, responsive services to Return Merchandise Authorizations (RMAs) and RMA discrepancies, order inquiries, including outbound shipments, and claim processing. We continuously strive to provide world-class customer support, and address all of our customer requests as opportunities to improve and raise the quality of our services because repeat business depends on your satisfaction. Customer Service is available Monday through Friday (8:00 AM to 6:00 PM Eastern Time). Customer Service Contact Information: Phone: (800) 756-1888 Fax Number: (501) 360-6801 Email: CShelp@tdsynnex.com Our distribution processes are highly automated to reduce errors and ensure timely order fulfillment. We track several performance measurements to continuously improve the efficiency and accuracy of our distribution operations. Cradlepoint Support: Sourcewell Participating Entities can also reach out to Cradlepoint Support directly. Cradlepoint offers multiple sources of support. Their online knowledge base provides access to product documentation, customer forums, information for developers, NetCloud firmware updates, and access to Cradlepoint University (CPU) – fully accessed via NetCloud Manager. CPU houses courses for quick learning, full curriculums, and certifications. Cradlepoint's community forums provide access to experts and peers and are a space where questions are collaboratively answered by support engineers, product managers, partners and peers. Cradlepoint Support is one of the most valuable tools within a NetCloud subscription and is staffed by accredited network engineers who enthusiastically assist users 24x7, including all holidays. The support team can be reached via live chat or toll-free calling. Cradlepoint's Center of Excellence support locations "follow the sun" and are located in in Boise, Idaho, USA (corporate headquarters); Melbourne Australia; and Surrey, England, UK. All Cradlepoint support personnel, regardless of location, are bound by a common Code of Business Ethics (COBE). The Global Service & Support teams currently support several recognizable local, state, and federal government customers to include military organizations with stringent security requirements. Contacts are initially handled by the Technical Support Services (TSS) team, fully staffed by Cradlepoint employees, to identify the problem. At this point a ticket is opened in the ticketing system and the TSS team will begin the troubleshooting process such as power cycling and unit and ensuring devices are installed correctly. Cradlepoint Technical Support and Customer Service technicians work together, and	

Customer Service technicians are required to escalate to Technical Support Engineers when technical issues are identified. The unified, global service and support process provides participating entities with a team focused on resolving their issues.

The Cradlepoint model does not include the traditional tiers or standard escalation hand-off process - Cradlepoint leverages a Swarm Support methodology, designed to enhance collaboration, speed up problem resolution, and improve the overall quality of support. It's a model that not only addresses technical difficulties but also provides a sense of security and reliability to our customers. Their robust support system uses a multi-tiered structure for technical support, ensuring that each Participating Entity's query is handled by the most appropriate level of expertise.

Instead of passing an issue off to different teams, the Cradlepoint swarm model brings together a diverse group of experts from the outset. These individuals collaboratively work on the problem, bringing their unique skills and perspectives to the table. This skills-based, continuous ownership model ensures a single owner and point of contact for each technical support ticket rather than shifting responsibility between tiers and escalations. This approach:

- Eliminates handoff from one engineer or tier to another,
- Allows for accurate classification of issue at reception,
- Quickly engages technical expertise as needed and in real time, and
- Allows for Support Engineers to understand not only the problem but also learn its resolution – reducing future touch times.

Every service ticket is logged and updated until the ticket is resolved. Each ticket contains a subject which provides an overview of the issue, and a detailed description of the problem statement, in additional recommended solutions provided to the customer are documented in the service ticket notes. All tickets and records are kept in our case management system. As each service ticket is closed a resolution is noted within the ticket. All customer service and support tickets are available for customer access via the secure Customer Portal located at: https://customer.cradlepoint.com/s/contactsupport.

If the TSS team is unable to resolve the issue or the call requires further investigation such as screen sharing, the call is then passed to the Enterprise Support Engineer (ESE) team. The ESE Team solves the majority of issues such as misconfiguration, faulty hardware, or further identifying where the problem lies.
If the ESE team is unable to resolve the issue, they can reach out to the Support Resource Engineer (SRE) team. The SRE team mentors and coaches the ESE team while the ESE point of contact will continue to be the face to the Authorized User.

If both the ESE and SRE team believe this issue is beyond their capabilities or outside of their scope, the issue can be further escalated to the Product Development (PD) team for their analysis. This is typically done when all troubleshooting avenues are exhausted and requires an extensive list of steps to be performed and logos provided to ensure that troubleshooting has already been performed.

Currently, 91% of non-escalated support tickets are resolved during the first contact. The mean time to resolve tickets is 3.5 days. On average, less than 1.4% of all support tickets require escalation with over 98.6% of support tickets handled directly by the TSS team.
- This enterprise level support, training, limited lifetime warranty, ongoing software and firmware updates – available through NCM – are all included under a continuous, fully paid-up subscription license to NetCloud Manager services.

EP5G-Specific Support:

Ericsson offers three customer service levels: Bronze, Silver, and Gold.

Bronze: Offers 24/7 access to a self-service portal and weekday email support from Ericsson.

Silver: Includes everything in Bronze plus weekday email and phone support from Ericsson, along with emergency phone support. Software issues are addressed with specific remedy times based on priority level, with the fastest response for the most critical issues.

Gold: Builds upon Silver by providing 24/7 email and phone support from Ericsson, including for emergencies. The service level objectives for addressing software issues remain the same as in Silver, ensuring prompt response regardless of the time.

Remedy and response times are based on the priority level of issues.
Priority 1 (Urgent): Priority 1 issues are urgent and have a significant impact on the

end user business operations and use of services due to connectivity problems. The issue ends operations without a procedural workaround.

Priority 1 issues include, but are not limited to the following:
- Network services are down or unavailable.
- Critical functionality is unavailable.

The following priority 1 issues are site-specific:
- Data connectivity is lost, no provisioned devices are communicating.
- All radios are down, because of on-site power failure or cell down.
- Both network controllers are down.
- Baseband is down, meaning traffic impact is greater than 30%.
- The IRU is down, meaning traffic impact is greater than 30%.
- Power supply is down, meaning traffic impact is greater than 30%.
- The upgrade procedure failed.
- There is a continuous switchover between network controllers.

The following priority 1 issues are region-specific:
- Google Cloud Platform (GCP) is down, affecting all backend services including monitoring.
- The support system is down.
- The notification system is down.
- The NMP is not reachable for several end customers in the same region, because of Domain Name System (DNS) issues.
- Several sites show equipment down at the same time, because of DNS issues.

Priority 2 (High): Priority 2 issues are high priority issues in which significant performance degradation is experienced, or major functionality is affected. Because of connectivity problems, end user business operations are severely limited, and no reasonable workaround exists.

Priority 2 issues include, but are not limited to the following:
- Key features of the Management as a Service delivery are unavailable with no acceptable workaround. Operations can continue in a restricted manner.
- Service is operational but degraded to the point of major impact on end customer connectivity usage.

The following priority 2 issues are site-specific:
- The Network Management Portal is not accessible for a single site, but Core Site Services are functioning properly.
- The end user is not able to add, remove or modify devices in the Network Management Portal but existing configured devices are functioning properly.
- Devices continuously disconnect.
- The VPN tunnel is down.
- Watchdog data is not shown in the Network Management Portal.
- One or more radios are down.
- The Watchdog application has upgrade problems.
- One network controller is down, and the other network controller is functioning properly with no impact on network services.

The following priority 2 issue is region-specific:

Security patches cannot be deployed

Priority 3 (Normal): Ericsson Private 5G is functioning and providing connectivity, but the enterprise is minimally impacted due to a non-critical error condition. Business operations continue to function, and a workaround is available to mitigate impacts of the issue. Issues that impact operation and maintenance functionality are also priority 3, such as problems with adding or deleting users or onboarding new devices.

For Priority 1 issues, the response time is 15 minutes, with a remedy time of 4 hours and a resolution time of 10 days. Updates are provided hourly.

Priority 2 issues also have a 15-minute response time, but the remedy time extends to 8 hours and the resolution to 20 days, with updates every 4 hours.
Priority 3 and Priority 4 issues have a 30-minute response time, with remedy and resolution times being based on commercially reasonable efforts and weekly updates until a solution is identified.

If Ericsson support team identifies a Priority 1 incident affecting an end customer of Customer before Customer or Tier 1 support issue acknowledgment, Ericsson shall notify Customer within 15 minutes of becoming aware of the incident.

The notice shall include the following:
- Description of the outage
- Date and time of the outage
- Geographic location

- Percentage of Customers affected, if known
- Customer affected
- Estimated time to repair, if known
- Ericsson case number
- Outage bridge phone number and pin, if applicable
- Time of next update

TD SYNNEX' network of reseller partners provides onsite technical, sales and customer service support to eligible Sourcewell participating entities.

Standard Product Return Guidelines

- The credit for returns is based on the lesser of purchase price or current price at the time the Return Material Authorization ("RMA") is physically received in by the TD SYNNEX RMA Returns Center. The only exceptions are for returns due to TD SYNNEX errors or freight damages and losses which receive the original invoice price. These credits are again applied upon receipt of product in the TD SYNNEX RMA Returns Center.
- Customers must have a valid RMA number (assigned by Customer Service) before returning any products and the RMA number must be written on the return shipping label only.
- The customer is responsible for filing all claims with the carrier they use to return RMA's to TD SYNNEX. It is recommended that the customer insure (for full value) the product being returned to TD SYNNEX in order to avoid any potential exposure if product is lost or damaged while in transit back to TD SYNNEX. All products that are damaged while in transit to TD SYNNEX from the customer against an approved RMA number will be refused/rejected back to the customer.
- Products must be shipped prepaid. TD SYNNEX does not cover return shipping expenses unless return is due to a TD SYNNEX error such as over shipment, mis-shipment, or sales error.
- Call tags will be issued on returns where TD SYNNEX has authorized freight.
- For standard TD SYNNEX RMA's, the customer has 15 days from the date issued to return the product to TD SYNNEX.
- For short-ship, mis-ship and over ship due to TD SYNNEX warehouse error, customer has 15 days from ship date.
- If a customer refuses a shipment from a TD SYNNEX warehouse, credit will be issued at the time the refused product is received back at the TD SYNNEX shipping warehouse. Refused shipments by a customer must be reported to TD SYNNEX within 5 days. These shipments can be assessed a shipping fee and/or a processing fee.
- The customer must notify TD SYNNEX when a drop-ship shipment has been refused. Credit will be issued once the shipment has been verified as received back to the One Source vendor.
- Returns that require TD SYNNEX product management approval before an RMA is issued may take up to 48 hours for processing/approval.
- Special orders for customers are not returnable.
- Restock fees of 10% or greater may be applied to stock balance or open box (non-defective) returns. If a restock fee applies to a return request, the TD SYNNEX Customer Service Representative will notify the customer of the restock fee at the time RMA is requested.

RMA Return Types/Product Return Guidelines

DOA/Defective Credit
- Product must be returned in the original packaging.
- Please ensure that all original components are shipped with the defective item (includes manuals, software, cables, etc.).
- Please remove all add-ins (not originally sold with the product), as these items will not be returned to you (i.e., memory, sound cards, modems, etc.).

Please follow the return shipping instruction provided with your RMA.

Advance Swap
- SYNNEX cross-ships a replacement product to you before it receives the product you are returning.
- Advance Swaps are subject to SYNNEX credit department approval.
- Replacement shipment will be billed when shipped and credit issued once the return is received for credit.
- Please follow the return shipping instruction provided with your RMA.

Damaged Shipments
- Shipment should be refused and SYNNEX Customer Service contacted within 48 hours of the refusal.
- All damages must be reported within 48 hours of receipt of product for all courier shipments.
- Shipment damages must be refused or damage noted on the POD for credit.
- Please follow the return shipping instruction provided with your RMA.

Kit Returns

- For all kits, parts, and assemblies, all components must be returned complete to be eligible for credit.
- Please follow the return-shipping instruction provided with your RMA.

Stock Balance

- Product must be in its original manufacturer box and factory sealed.
- Product must be in resalable condition.
- Products must be shipped pre-paid for credit.
- Please follow the return-shipping instruction provided with your RMA.

TD SYNNEX Errors

- Ensure that the product is in the original manufacturer's box and that all components are present, unless otherwise authorized.
- Please follow the return-shipping instruction provided with your RMA.

Manufacturer Exception Returns

- TD SYNNEX will make exceptions for returns that are out of policy, provided that the manufacturer has authorized return of the product.
- Once the customer has an authorized case number or manufacturer RMA number from the manufacturer, the customer then contacts TD SYNNEX Customer Service for an RMA. Customer
- Service will then issue an RMA and the customer will receive credit in the amount we receive from the manufacturer for credit.
- Please follow the return-shipping instruction provided with your RMA.

Return Refusal and Discrepancy Policy

TD SYNNEX reserves the right to return to a customer, at the customer's expense, any customer return that differs from the information given on the original Return Material Authorization (RMA) request, such as:

- Shipments without an RMA number may be refused and/or returned at the customer's expense.
- RMA number not visible and not on the box shipping label.
- Product returned differs from that requested and authorized.
- Unauthorized return (no RMA number was issued).
- Serial number of product(s) returned were not purchased from TD SYNNEX.
- Box or product damage.
- Invalid RMA number.
- RMA condition code given by customer differs from actual product condition.
- Expired RMA number.
- Incorrect product or quantity overage.
- Felt-pen markings on the box.
- Special orders for customers are not returnable.
- Open box/double-taped.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	TD SYNNEX has significant experience owning and managing Public Sector contracts. TD SYNNEX has over ninety active public sector contracts, all in good standing. Our company has always upheld our contractual obligations, never experiencing a default. Furthermore, we have maintained a strong performance record, never having a contract terminated for cause. We currently offer Cradlepoint and Ericsson private network solutions on nine public sector contracts. TD SYNNEX distributes technology products from more than 2,500 world-leading IT OEM suppliers to more than 25,000 resellers throughout the US, Canada, and Mexico. Our focused product categories include IT systems, rugged mobility, peripherals, system components, software, and networking. TD SYNNEX Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings. National Presence, Nationwide Distribution Capabilities TD SYNNEX' distribution model focuses on top-tier manufacturers, offering value-added resellers, system integrators, and solution providers access through knowledge-based sales consultants. We have over 1 million square feet of warehouse space across 15 distribution centers, located strategically throughout the United States. TD SYNNEX offers: • Proven distribution, logistics and product management processes • Excellent past performance in the Public Sector market • A national presence and nationwide distribution network • ISO 9001-certifed supply chain that increases efficiencies and reduces costs • Supply Chain Risk Management (SCRM) Plan • Customs-Trade Partnership Against Terrorism (C-TPAT) Certified • Membership in Transported Asset Protection Association (TAPA) • Experienced government contractor with both Federal and State contracts • A nationwide network of value-added resellers and solution providers with one or more SBA certified small business socio-economic statuses.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	TD SYNNEX services more than 150,000 customers in 100+ countries, including Canada, to maximize the value of technology investments, demonstrate business outcomes and unlock growth opportunities. TD SYNNEX Canada has sales offices in: Calgary, AB Guelph, ON Halifax, NS Montreal, QB Mississauga, ON Richmond, BC Winnipeg, MB TD SYNNEX Canada has logistic centers in: Calgary, AB Guelph, ON Halifax, NS Mississauga, ON Richmond, BC	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A. We support all 50 states.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We support all public sector entities, but some vendor restrictions may apply, for example Apple products for K-12 education end users.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	All freight and shipping cost would need to be charged.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Ultimately, our main role as the Contract owner is to provide our authorized resellers with all of the tools necessary to assist the Sourcewell Participating Entities with their needs under this contract. We have a significant amount of experience owning/managing Public Sector contracts which require a significant amount of investment in sales and demand generation to make them successful. Our marketing plan includes a number of facets addressing both resellers and Sourcewell Participating Entities. Marketing activities include: • Press releases • Identifying resellers to authorize to promote & sell off of this contract • Reseller recruitment and training • Multiple training webinars for both internal and external sales teams • Dedicated Sourcewell web page • Development of marketing materials • Attending industry events and tabletop shows • Ongoing reseller recruitment efforts and internal sales training • End-user demand generation team to drive awareness with end-users on behalf of our resellers • Webinars • Customized events that help to create awareness for the contract • Specific plan developed & collaborated with our partners • Social Media collaboration Contract Management Summary with Marketing and Sales Strategy Post-Award • Create Terms and Conditions summary; develop pricing calculator • Communicate contract requirements internally and with each manufacturer line • Determine rules of engagement, assign responsibility roles Recruitment • Identify Resellers: Vendor lists, TD SYNNEX Point of Sale reports, Sales Managers and Outside Sales Reps • Training: onsite, online, webinars • Establish eligibility requirements • Sign participation agreement ensuring contract compliance Contract Management • Monthly contract review by TD SYNNEX contracts team - the good, the bad and the ugly • Monthly status calls with each participating reseller • Quarterly cadence calls with the contractor community • Ongoing calls with participating manufacturers to update/revise strategy. Initial Kick-Off Phase • Upon award, communicate to vendor and internal Product Management/Business Development teams • Develop contract terms and conditions statement, pricing calculator, and published contract price file. • Review administrative requirements • Set e-mail aliases (Sourcewell@tdsynnex.com) • Develop Sourcewell dedicated contract webpage with required contract details, pricing calculator, and additional relevant contract information for ease of navigation • Determine manufacturer's strategy and reseller engagement • Establish reseller qualifiers, sales minimums, agreement • Review contract requirements with authorized resellers • Review required business plan/marketing plan from authorized resellers • Conduct training via webinars of resellers, sales reps, Business Development Reps, Product Managers and manufacturers. • Where applicable, conduct joint road shows to promote/train • Publish TD SYNNEX Corporation press release • Provide marketing collateral for resellers Ongoing Management • Training/webinars - initial and ongoing • Product Refresh - marketing and communication • Business Development - slip/gain report for both reseller and manufacturer • Business Development - monthly sales report to Manufacturer with email updates • Quarterly Business Review for reseller (or as needed) • Quarterly Business Review for manufacturers (or as needed) • Identification of potential seasonal pricing (hot list) for Sourcewell eligible agencies • Quarterly Business Review webinar for reseller community • Periodic events to include Sourcewell contract dedicated marketing and training sessions at our TD SYNNEX Public Sector SLED events (see	*

		https://www.synnexcorp.com/us/govsolv/events/ for examples of upcoming events) • Maintenance of authorized reseller database with contact information • Contract reporting and administrative fee payment to Sourcewell • Pricing updates as well as new product identification and submission TD SYNNEX has identified our training processes in the preceding sections for both inside/outside sales teams, our business development teams and authorized resellers/solution providers. Essentially, it will entail training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the TD SYNNEX contract website, marketing collateral, and instruction on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to TD SYNNEX Sourcewell authorized resellers, will be employed to assist our partners to ensure that Sourcewell participating entities receive timely, accurate, and contract complaint quotes. Demand Generation – Although we don't sell direct to end-users, we do have a team that provides end-user demand generation through call out campaigns, print/mailers, e-mail, website contract landing page and an electronic storefront offering. Our strategy includes: • Targeted call-out campaigns to identify and engage potential leads. • Distribution of print and mailers, aimed at broadening our reach. • Email marketing campaigns, designed to inform and attract potential clients. • The maintenance of a dedicated website contract landing page, serving as a central hub for contract information and inquiries. • Management of an electronic storefront, offering streamlined access to our products and services. This multifaceted approach ensures that we are not merely reactive but proactive in driving the success of our contracts. Through these initiatives, TD SYNNEX is committed to delivering value and exceeding the expectations of our clients and partners.	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	TD SYNNEX' presence and participation in social media/interactive technology is currently designed to: • Educate, engage, notify and entertain interested audiences • Deliver conversation not conversion, interaction not transaction • Increase audience participation at events through custom mobile apps and social engagement • Provide additional communication platform for resellers, vendors, media, and associates for conversations that are already happening • Protect and elevate the TD SYNNEX corporate brand with associated vendor brands in the social environment • Offer timely responses to questions, suggestions, and requests • Maintain an overall positive social sentiment	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	TD SYNNEX does not sell direct to end-users; however, we do have a team that provides end-user demand generation through call out campaigns, print/mailers, e-mail, website contract landing page and an electronic storefront offering. Support from the Sourcewell team is part of our strategy. We will leverage Sourcewell as a resource to help with webinar trainings and other one to one training, when necessary. We will also rely on Sourcewell's expertise when our reseller partners need additional support with end user customers that are not familiar with the Sourcewell contract and are not clear if it would be an approved procurement option. We will rely on Sourcewell to ensure we have all the updated training information and marketing collateral that can be co-branded. On a case-by-case basis, Sourcewell will also be invited to participate in TD SYNNEX Public Sector live events. All the information we receive from Sourcewell will be used to develop our training and marketing collateral.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	TD SYNNEX utilizes a proprietary enterprise resource planning (ERP) system called CIS. CIS has been built from the ground up to specifically support all aspects of distribution business needs. With CIS as the back bone of the TD SYNNEX system, TD SYNNEX is able to offer eBusiness solutions. We feature a complete suite of solutions that partners can pick from that best best-fits their business needs. Whether partners are new to eCommerce or already have extensive capabilities, we have options to help your business run leaner and faster. TD SYNNEX offers the following: TD SYNNEX eStorefronts eStorefronts is an online ordering system based on ECExpress, built and hosted by TD SYNNEX. eStorefronts allow resellers to create their own end-customer catalog, or offer all TD SYNNEX Skus to their end-customers, while controlling pricing at a customer or product level. eStorefronts include built-in order management controls, real-time pricing and	

availability, personalized branding, order notifications and more, all for one inclusive monthly fee.

In addition, TD SYNNEX offers also offers other B2B e-commerce solutions that include:

TD SYNNEX ECExpress

TD SYNNEX' ECExpress is a real-time back-office management and e-commerce platform that streamlines orders, quotes, and invoices. While securely navigating across all TD SYNNEX sites and tools without logging in again, the ECExpress platform enables you to see product alerts and available inventory, save frequent product searches, and subscribe to reports that include:

- XpressTrak Alerts
- Price and Availability Download (Reseller partners only)
- Bid Portal (Reseller partners only)
- Reports
- Custom Product Search
- Recent Orders

TD SYNNEX' Footprint in Mobile Apps

TD SYNNEX B2B services offer reseller partners Application Development Services to help balance costs, boost service levels and improve productivity through vigorous management of flexible, high-performance, business-critical applications. Leveraging the best-of-technologies and practices, we ensure that your business applications are developed, maintained and managed within optimal costs and acceptable timeframes to provide you secure and undisruptive business environments. We approach Application Development in a mature and proactive way. We believe that Application outsourcing can reap benefits only if risks are minimized, while being balanced by off shoring incentives like reducing costs, unfailing performance ratios and consistent quality levels. Our development model is a recipe of conventional and current business practices. We complement conventional practices with agility to provide faster, more enhanced solutions to clients. We deliver applications within shorter timeframes and agreed-upon deadlines, all without cutting corners or compromising quality. *

B2B & eCommerce

TD SYNNEX believes the sole purpose of Information Technology(IT) is to support our businesses. We understand that our customers have unique eCommerce capabilities, preferences, and "best technologies" available. Our eCommerce options allow customers to choose the most cost effective solution that fits their needs, from the simplest to the most advanced cutting-edge technologies. TD SYNNEX supports both EDI ANSI x12 File Document Specifications and Flat File Document Specifications.

Web Services & XML

TD SYNNEX Web Services are available to reseller partners. The following Web Servics are available:

- Customer Purchase Order
- Price and Availbility
- Expense Estimate
- Product Feed Service
- Customer PO Status

TD SYNNEX also offers real-time XML services. Real-time available services include:

- EDI
- PO Submit
- PO Status
- Freight Quote
- Price and Availablity
- RMA Create
- RMA Status
- XML Invoice

Punch-out Catalogs

Migrate away from Excel and PDF contract pricing lists by implementing a PunchOut with your customer. Leverage TD SYNNEX' experience and create a branded product catalog accessible from reseller end-user customers' ordering system. Resellers can include a shopping cart with products, quantities and pricing, directly linked to your customers' procurement system.

		Features • Brand the catalog as your own - TD SYNNEX becomes your silent partner. • Keyword search, product specifications, real-time availability. • Supports Configure-To-Order(CTO) and non TD SYNNEX sku sales. Benefits • Our connections use cXML/XML, SOAP/Web Service, HTTP Post and REST/JSON. • Our most popular enterprise systems to date include SAP/Ariba, Oracle, Perfect Commerce and service now. • Our programmers can seamlessly connect to your customer's procurement system using the highest security standards, such as PCI, Trustwave and HTTPS(TLS) 1.1	

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Ericsson provides customers with documentation related to the initial launch of the product and training that can be necessary to support future enhancement and changes to the product. Upon Customer request, Ericsson provides support-specific training to the Customer at no additional cost, and at a mutual convenient time (no later than 15 calendar days before a commercial launch, major system update, or upgrade). Training includes but is not limited to the following: • Tier 1 support-related issues • Service configuration • Basic troubleshooting practices Cradlepoint offers multiple sources of training support. The on-line knowledge base provides access to product documentation, customer forums, information for developers, and access to Cradlepoint University (CPU) – accessed via the Training tile in NetCloud Manager (NCM). CPU houses courses for quick learning, full curriculums, and certifications. Community forums provide access to experts and peers. These forums are a space where questions are collaboratively answered by support engineers, product managers, partners, and peers. Forums include: • Cellular • Developers • Early Access • Mobile • NetCloud Management • Networking • Routing • Security • WiFi Cradlepoint University Cradlepoint University (CPU) provides in-depth training on Cradlepoint products and services. Within CPU, customers can access on-demand, interactive eLearning and technical certifications to help configure, manage, and monitor their networks through NetCloud. Cradlepoint customers can access CPU from within their NetCloud account by opening the Resources tab and then clicking the Training tile. Training options include certification courses, “Cradlebytes” microlearning, videos, practical labs, and live sessions. CPU has a technical curriculum series intended to help users of different roles become familiar with Cradlepoint products and services. The Cradlepoint Certified Network Associate (CPCNA) is optimal for users and covers basics like how to edit router configurations in NetCloud Manager or adding other users. The Cradlepoint Certified Network Professional (CPCNP) expands upon the information presented in the CPCNA and covers in-depth the available configuration options and the use cases in which they may be optimal. The Cradlepoint Certified Network Expert (CPCNE) is best suited for administrators of large networks, integrators and MSPs, and covers advanced routing and tunneling as well as nice NCM use cases. All CPU training is included as part of a continuous, fully paid-up subscription to NetCloud Service. In addition to the CPU courses offered to customers, partners, and Cradlepoint employees, Cradlepoint offers public courses including “Understanding 5G”, “Why 5G Beats Wi-Fi 6”, and Citizen Broadband Radio Service (CBRS), as well as courses designed for specific customer roles, such as Public Safety, Network Administrator, and Remote Office. The online knowledge base, Cradlepoint Connect, provides access to technical support, product documentation, information for developers, and NetCloud firmware updates. Our community forums allow customers to collaborate with other NetCloud users to share experiences and information. In this space, questions are collaboratively answered by support engineers, product managers, partners, and peers. The Cradlepoint Customer Success team provides customer onboarding training including: • NetCloud Manager’s features and functions • Establishing access to Cradlepoint University • Guidance on courses relevant to NCM Authorized Users’ roles • Methods for engaging with Cradlepoint Support Guided tour of Cradlepoint Connect	*
41	Describe any technological advances that your proposed products or services offer.	Leveraging Ericsson’s leading technology Ericsson Private 5G (EP5G) provides “all of Ericsson in a box”, including equipment from the extensive Ericsson Radio Portfolio with radio dots, micro radios, and macro radios for both indoor and outdoor coverage. Highly resistant to intrusions and attacks, EP5G ensures business critical operations meet the most stringent security requirements. Providing reliable and complete coverage throughout a site, indoor and outdoor, EP5G provides connectivity with low latency, high	

		throughput, and high device density (connected devices per square meter). Easily installed within hours, EP5G can be scaled to support larger coverage areas and more devices requiring higher capacity, as needed. Designed to be flexible, EP5G will support a range of deployment sizes, depending on requirements, to suit varied needs. In addition, Enterprises and Government agencies can manage their networks and easily integrate with their IT and OT systems via an open API. Developed and optimized for use cases, EP5G accommodates a wide variety of solutions for both indoor and outdoor environments while integrating well with business operations, devices, and applications. EP5G supports many use cases that benefit a variety of Enterprise stake holders. EP5G supports a cloud-native small Dual Mode Core that offers 4G & 5G (including 5G SA) capabilities simultaneously. The small Dual Mode Core includes cloud native functions with shared microservices, optimized to run on a single server. Ericsson Radio systems support both 4G and 5G in mixed mode fashion. Ericsson radios are currently deployed throughout the US and the world and could be easily incorporated into Sourcewell participating entities' networks. The Enterprise can take advantage of the EP5G next-generation private network because of easy-to-order, easy-to deploy, easy-to-mange, and simple lifecycle management. EP5G is engineered for a simple, fast, click-to-deploy user experience through the cloud-based Network Management Portal (NMP). It is designed to be easily managed by Information Technology users, offering complete control over the devices that can connect to the network without incurring any cost per gigabyte of data. A standardized way of integrating with mobile network. Both radio integration through Multi-Operator Cor Networks (MOCN) or Multi-Operator RAN (MORAN) and management integration within Communications Service Providers (CSPs) are available for the operators that want to offer more integration with their existing public networks including support for LTE connectivity and existing LTE device ecosystems. You can deploy 4G LTE and later upgrade to 5G SA with only a software update. A seamless transition to Ericsson Private 5G. It is designed to use already installed hardware and offers a software-centric upgrade. Ericsson invests in several streams to be able to answer different customer needs and interests. Partnership with Global Service Integrators as well as with industry specific integrators allows Ericsson to ensure solutions are enabling specific business and technology requirements of the industries. NetCloud Private Networks is an award-winning platform built on differentiated technologies. Here is a listing of some of these key functionalities that are available in the solution today: With SIM Groups, device SIMs may be assigned to groups that will then be assigned to one or multiple networks. Groups can also have their traffic prioritized or throttled as desired. SIM Groups enables device-level traffic prioritization based on user-defined QoS Class Identifier (QCI) priority assignments. Critical devices such as security cameras can now receive higher priority both within NCPN and in the wired LAN (via DSCP assignments). Similarly, low priority device traffic can be throttled to prevent from using excess bandwidth. Also, mobile devices like cell phones can now be assigned to multiple networks across multiple sites. Private eSIMs can be downloaded onto a device that has consumer Embedded Universal Integrated Circuit Card (eUICC) capability. This feature enables devices that are eSIM enabled to download a Private eSIM instead of having to insert a physical SIM (for example, an iPhone 14 or a Google Pixel). Adding eSIM support is a key differentiator since a lot of existing PCN solutions do not support eSIM. Domain Proxy is a CBRS SAS service that facilitates spectrum access for Cellular APs. spectrum requests for Cellular APs are conveyed through NCM allowing more visibility and optimize spectrum utilization. Domain Proxy coordinates SAS requests on behalf of Cellular APs and maintains the periodic heartbeats required to hold a SAS Grant and also enables NCM to deploy a spectrum allocation algorithm to optimize available spectrum for a customer's deployment. With Carrier Aggregation Cellular APs can now be configured to double their spectrum utilization, up to 40 MHz, depending on spectrum availability as determined by the SAS. Carrier Aggregation effectively doubles the possible download speed of cellular clients such as routers, tablets, or other SIM-enabled user equipment LAN Profiles enables NCPN user equipment (SIM-enabled endpoints) to communicate with the existing enterprise LAN. By configuring the LAN Profile in the NCM Mobility Gateway, the administrator can choose to NAT or bridge UE endpoints onto the LAN. LAN Profiles enable integration of the existing enterprise LAN with the NCPN wireless LAN. Three benefits include allowing network teams to make PCN UE devices and their services directly reachable from the rest of the network, allowing PCN UEs to be assigned their IP address from the network DHCP server, and allowing network admins to pre-configure their DHCP server with an IP mapping assignment so that it behaves more like a static IP address to make it more predictable. High Availability (HA) provides an element of resiliency should a failure occur with the Mobility Gateway. Without HA, if the Mobility Gateway fails then nothing will work, the radios won't transmit, and the devices will fall off the network until service is manually restored.	*

		Configuring handover thresholds is a critical functionality in a network featuring multiple Cellular Access Points (APs), where it's anticipated that the user equipment will frequently transition between the coverage areas of these APs. Optimizing these handover threshold values: 1. Empowers administrators to manage the mobility of these User Equipment (UEs) in alignment with the RF coverage of the APs. 2. Mitigates typical mobility challenges such as ping-pong handovers, early handovers, and late handovers. 3. Enables administrators to guarantee that UEs consistently reside within optimal RF coverage, thereby ensuring desired performance levels. Mobility Gateway Bandwidth License Stacking – "Stacking" is the ability to assign one or more 500 Mbps bandwidth licenses to any Mobility Gateway in a user account. Customers can start small with their initial Mobility Gateway bandwidth purchase, and easily scale up the network as needs dictate. Bandwidth licenses can be pooled in an account and moved around between networks as needed. NCPN enables external v3 APIs (endpoints) for every feature available including those listed above as well as radio management, network management, SIM management, and KPI metrics such as UL throughput, DL throughput and SIM count. These APIs enable customers and partners to pull data from NCM into their own dashboards and apps.	
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	See TD SYNNEX response Corporate-Citizenship-Report (See file TD SYNNEX Response – Additional Document.pdf page 10) See Ericsson Sustainability and Corporate Responsibility Report for 2022 (sustainability-and-corporate-responsibility-report-2022-en.pdf) Corporate Citizenship Report (See file TD SYNNEX Response – Additional Documents.pdf page 58) Ericsson's ambition to be a responsible and relevant driver of positive change is a cornerstone of its strategy and corporate culture. The company works continuously to improve and strengthen its business practices, focusing on building and maintaining trust, transparency, and integrity. Ericsson's green initiatives, as detailed in their 2022 Sustainability and Corporate Responsibility Report, are comprehensive and target multiple aspects of sustainability: Driving Digital Inclusion: Ericsson is dedicated to making connectivity universal and accessible, aiming to bridge the digital divide. Their efforts include significant contributions to the UNICEF and ITU's Giga initiative, aspiring to connect schools worldwide to the internet by 2030, and promoting digital literacy and financial inclusion through mobile technology. Catalyzing Net Zero: The company is committed to achieving Net Zero emissions across its value chain by 2040. Ericsson's strategy includes enhancing the energy efficiency of its product portfolio and working with its suppliers to set science-based carbon reduction targets, thereby contributing to climate change mitigation. Enabling Industry Transformation: Ericsson leverages its ICT solutions to enable a 15% reduction in emissions across industries by 2030. The company focuses on smart solutions like building management systems and connected electric vehicle infrastructure, showcasing the potential of digitalization in driving sustainability across sectors. Promoting Circular Economy: Ericsson is transitioning towards a circular economy model, focusing on reducing waste through product life-cycle management and advocating for recycling and reusing materials. This approach not only minimizes environmental impact but also supports sustainable development goals. These initiatives reflect Ericsson's holistic approach to sustainability, emphasizing not just environmental responsibility but also social inclusion and industry innovation.	*

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	TD SYNNEX sites that are certified for the Environmental Management System which complies with ISO 14001:2015 are: • TD SYNNEX, Nobel Drive, Fremont CA • TD SYNNEX, Stateline Road, Olive Branch MS Note: Other TD SYNNEX Corporation sites follow the same ISO procedures, however only the sites mentioned above are certified. Please initially confirm the location where the product/commodity will be shipped from and follow the above protocol. Copies of the ISO 14001:2015 certificates are provided (See file TD SYNNEX Response – Additional Document.pdf page 108 and 109) Ericsson in 2024 was ranked #15 on the Global Corporate Knights list. Corporate Knight's 20th annual ranking of the world's 100 most sustainable corporations is based on a rigorous assessment of publicly traded companies with revenue over US $1 billion. Ericsson, a leading R&D spender in Canada and a global leader in 5G sustainability, is proud to announce it has been named as one of Canada's Top International Corporate Clients in 2023. This designation was awarded to Ericson by Corporate Knights, a media and research company committed to advancing a sustainable economy. • ISO 14001:2015 – Environmental Management System Standard The A240x NCPN radios are RoHS compliant	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	See file TD SYNNEX Diversity Alliance Program (See file TD SYNNEX Response – Additional Document.pdf page 110)	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	TD SYNNEX Corporation is pleased to offer Sourcewell participating entities the entire line of Cradlepoint products. Cradlepoint, the world's foremost expert in wireless edge solutions that unlock the power of LTE and 5G cellular networks. Their mission is to enable customers to Connect Beyond the limits of wired networks. Cradlepoint unlocks the transformative power of today's LTE and 5G cellular networks to provide an agile, reliable, and pervasive Wireless WAN edge. As a value-add, TD SYNNEX is also pleased to offer Sourcewell participating entities our proposal of more than 2,500 OEM IT manufacturers, offering the broadest advanced technology solutions that can be purchased in entirety using the Sourcewell contract without having to utilize multiple contracts to meet their technology needs. TD SYNNEX distributes technology products from more than 2,500 world-leading IT OEM suppliers to more than 25,000 resellers throughout the US, Canada, and Mexico. Our focused product categories include IT systems, rugged mobility, peripherals, system components, software, and networking. TD SYNNEX Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings. National Presence, Nationwide Distribution Capabilities TD SYNNEX' distribution model focuses on top-tier manufacturers, offering value-added resellers, system integrators, and solution providers access through knowledge-based sales consultants. We have over 1 million square feet of warehouse space across 15 distribution centers, located strategically throughout the United States. TD SYNNEX offers: • Proven distribution, logistics and product management processes • Excellent past performance in the Public Sector market • A national presence and nationwide distribution network • ISO 9001-certifed supply chain that increases efficiencies and reduces costs • Supply Chain Risk Management (SCRM) Plan • Customs-Trade Partnership Against Terrorism (C-TPAT) Certified • Membership in Transported Asset Protection Association (TAPA) • Experienced government contractor with both Federal and State contracts • A nationwide network of value-added resellers and solution providers with one or more SBA certified small business socio-economic statuses. Ericsson is a trusted partner within the telecommunications industry for more than 140 years. Ericsson is one of the leading providers of Information and Communication Technology (ICT) to service providers, with about 40% of the world's mobile traffic carried through its networks. Ericsson believes in enabling the full value of connectivity by creating	

game-changing technology and services that are easy to use, adopt and scale, making our customers successful in a fully connected world. With that vision, Ericsson is in the forefront of Industry 4.0 and has over 100 private communication networks installed over the world, including manufacturing, mission critical utilities, rail, mining, and energy networks.

- A world-class, uniform, end-to-end Private Network that includes both 4G and 5G (and can run at the same time).
- Global footprint with telecom operators that are capable of offering managed services (along with the private networks portfolio).
- Single Ericsson account and governance team.
- Technology strength and innovation of radio portfolio that addresses spectrum and deployment needs, no matter the environment.
- Ecosystem and partnerships that can be leveraged for unique use cases and applications.
- Fast turn up of network and easy operations and maintenance for IT staff.
- Cradlepoint CPE devices which specialize in LTE and 5G Wireless-WAN for businesses.

Over the last few years, Ericsson has established itself as a pioneer in brining 5G connectivity to industries. With a history in mining and early installations in ports and manufacturing, Ericsson has an important footprint with strategic industrial customers and partners. Change in the market is adapted slowly. New technologies and solutions need to have a proven track record and demonstrate their long-term benefits before companies gain trust, adapt, and invest. Having systematically accelerated the cellular ecosystem with devices, professional services and collaborations with software partners, Ericsson is already perceived as a future-proof partner and technology advisor.

EP5G Offering
As enterprises transform to become more productive and less wasteful, the realize that connectivity is the thread that holds it all together. To achieve the full potential of Industry 4.0, they must deploy a new level of connectivity, capable of driving and sustaining the change.

EP5G offers all of Ericsson in a box, including the industry-leading Ericsson Radio Portfolio with radio dots, micro radios, and macro radios for both indoor and outdoor coverage. It is like having your own private operator network, just for your site.

Highly resistant to intrusions and attacks, EP5G lets critical operations meet the most stringent security requirements. Providing reliable coverage throughout a site (no more dead spots), EP5G enables low latency, high throughput, and high device density (connected devices per square meter).

EP5G is easy to install and manage, and enables use cases such as:
- Dynamic reconfiguration of manufacturing machines on factory floors
- Use of untethered mobile robots and drones
- Use of autonomous cranes in ports
- Connectivity for mines, including underground
- Monitoring asset locations
- Local voice services for mission-critical communication

With the cloud-based Network Management Portal (NMP), EP5G offers complete control over the devices that can connect to the customer network, without incurring any cost per gigabyte of data.

EP5G offers a standardized way of integrating with a CSP network. For operators that want to offer more integration with their existing public networks, both radio integration through MOCN or MORAN, and management integrations with CSPs are available.

In addition to 5G technology, EP5G supports LTE connectivity and the existing LTE device ecosystem. If you choose to start with an LTE deployment that includes 5G capable radio hardware, enabling 5G is only a software upgrade away.

The EP5G system is managed through a management cloud. Upon launch, regional management clouds in the US, Europe, and Asia, allow for a good end-user experience and locally customized Service Level Agreements (SLAs).

NCPN Offering
Cradlepoint's experience in cellular, combined with best-in-class services, software, support, and hardware, uniquely positions us to take advantage of the opportunity that is Private Cellular.

- Support Scale and distributed deployments
- No complex integration process required
- Reduce friction wherever possible
- IT centric terminology

		• Flexible architecture – on prem or hybrid cloud • Ability to continue to rely on existing infrastructure • Bundled lifecycle journey • API-first design philosophy The NCPN Orchestration tool – NetCloud Manager (NCM) – provides real-time visibility and control at your fingertips – all through a single pane of glass. NCM allows you to accomplish more, faster, and with fewer resources. It's an intuitive, easy-to-use cloud management and orchestration platformed designed for lean IT teams with the tools to simplify the configuration, deployment and troubleshooting of your private network. • Accelerate time to service: Enable connectivity across tens of thousands of sites, vehicles, or IoT devices effortlessly. Deploy configuration changes, security policies, modem firmware updates, and edge compute orchestration in just a few clicks. • Reduce costs: When lean IT is crucial, send fewer IT staff to remotes sites – and less often – with remote monitoring and management capabilities. Prevent data overages through cellular data usage monitoring, alerts, and control. • Gain valuable insights: Track network heath through dashboards, live stat views, and reports. Monitor both network and security events form a single pane of glass. Enhance quality of experience: Track the quality of experience of your applications using policies to direct high-priority applications to the best-performing connections.	

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Standard Warranty with EP5G Sales include: Ericsson Private 5G HW comes with 12-month warranty, warranty support within reasonable commercial efforts (as part of the EP5G subscription). Dell servers are covered under Pro-Support Next Business Day (NBD) Service Level Agreement. EP5G coverage period for Dell servers is, from shipment to Ericsson: • 60 months for VEP4600 Network Controller (NWC) Small 63 months for R640XL Network Controller (NWC) Large Full Warranty details can be found in the uploaded documents file (See file TD SYNNEX Response – Warranty Information.pdf) All hardware products sold as components of Cradlepoint NetCloud Packages include limited warranty against defects in materials and workmanship through Last date of Support when used in accordance with Cradlepoint's product documentation and provided the hardware and products are under a continuous, fully paid-up subscription license to NetCloud Manager services. Cradlepoint's limited hardware product warranty is non-transferable and extends only to the original purchaser of the products from an Authorized Partner. Full Warranty details can be found in the uploaded supporting documentation – CRADLEPOINT NETCLOUD PACKAGE LIMITED LIFETIME HARDWARE WARRANTY.pdf (See file TD SYNNEX Response – Warranty Information.pdf) As an OEM that does not sell directly to end users, any labor warranties would be the offering of TD SYNNEX' Authorized Resellers. All other OEMs, the manufacturers warranty applies. Coverage and warranty period vary by vendor. See the answer to question 51 for return guidelines.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Ericsson's warranties do not impose any usage restrictions or limitations. Full Warranty details can be found in the supporting documentation (See file TD SYNNEX Response – Warranty Information.pdf) Cradlepoint's warranty does not impose any restrictions are limitations. Full Warranty details can be found in the supporting documentation – CRADLEPOINT NETCLOUD PACKAGE LIMITED LIFETIME HARDWARE WARRANTY.pdf (See file TD SYNNEX Response – Warranty Information.pdf) All other other OEMs, the manufacturers warranty applies.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Ericsson Warranty covers the Ericsson hardware. Full Warranty details can be found in the supporting documents – (See file TD SYNNEX Response – Warranty Information.pdf) As an OEM that does not sell directly to end users, any labor warranties would be an offering of TD SYNNEX Authorized Resellers The Cradlepoint Warranty covers the Cradlepoint hardware. Full Warranty details can be found in the supporting documentation – CRADLEPOINT NETCLOUD PACKAGE LIMITED LIFETIME HARDWARE WARRANTY.pdf (See file TD SYNNEX Response – Warranty Information.pdf) As an OEM that does not sell directly to end users, any labor warranties would be an offering of TD SYNNEX Authorized Resellers.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	With TD SYNNEX' expansive ecosystem of reseller partners, there are no known regions of the US or Canada for which we cannot provide a certified technician to perform warranty repairs. Sourcewell participating entities will work directly with their fulfillment reseller, Cradlepoint, or other individual manufacturers as required. The TD SYNNEX contract team will facilitate communications when necessary to ensure participating entities receive the warranty support they require.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Standard Warranty with EP5G Sales include: Ericsson Private 5G HW comes with 12-month warranty, warranty support within reasonable commercial efforts as part of the EP5G subscription. Dell servers are covered under Pro-Support Next Business Day (NBD) Service Level Agreement. EP5G coverage period for Dell servers is, from shipment to Ericsson: • 60 months for VEP4600 Network Controller (NWC) Small • 63 months for R640XL Network Controller (NWC) Large Only Cradlepoint products under a continuous and fully paid-up subscription license to NetCloud Manager services are covered under the Cradlepoint Warranty. For all OEMs, the manufacturer's warranty applies.	*
51	What are your proposed exchange and return programs and policies?	Standard Product Return Guidelines • The credit for returns is based on the lesser of purchase price or current price at the time the Return Material Authorization ("RMA") is physically received in by the TD SYNNEX RMA Returns Center. The only exceptions are for returns due to TD SYNNEX errors or freight damages and losses which receive the original invoice price. These credits are again applied upon receipt of product in the TD SYNNEX RMA Returns Center. • Customers must have a valid RMA number (assigned by Customer Service) before returning any products and the RMA number must be written on the return shipping label only. • The customer is responsible for filing all claims with the carrier they use to return RMA's to TD SYNNEX. It is recommended that the customer insure (for full value) the product being returned to TD SYNNEX in order to avoid any potential exposure if product is lost or damaged while in transit back to TD SYNNEX. All products that are damaged while in transit to TD SYNNEX from the customer against an approved RMA number will be refused/rejected back to the customer. • Products must be shipped prepaid. TD SYNNEX does not cover return shipping expenses unless return is due to a TD SYNNEX error such as over shipment, mis-shipment, or sales error. • Call tags will be issued on returns where TD SYNNEX has authorized freight. • For standard TD SYNNEX RMA's, the customer has 15 days from the date issued to return the product to TD SYNNEX. • For short-ship, mis-ship and over ship due to TD SYNNEX warehouse	

error, customer has 15 days from ship date.
- If a customer refuses a shipment from a TD SYNNEX warehouse, credit will be issued at the time the refused product is received back at the TD SYNNEX shipping warehouse. Refused shipments by a customer must be reported to TD SYNNEX within 5 days. These shipments can be assessed a shipping fee and/or a processing fee.
- The customer must notify TD SYNNEX when a drop-ship shipment has been refused. Credit will be issued once the shipment has been verified as received back to the One Source vendor.
- Returns that require TD SYNNEX product management approval before an RMA is issued may take up to 48 hours for processing/approval.
- Special orders for customers are not returnable.
- Restock fees of 10% or greater may be applied to stock balance or open box (non-defective) returns. If a restock fee applies to a return request, the TD SYNNEX Customer Service Representative will notify the customer of the restock fee at the time RMA is requested.

RMA Return Types/Product Return Guidelines
DOA/Defective Credit
- Product must be returned in the original packaging.
- Please ensure that all original components are shipped with the defective item (includes manuals, software, cables, etc.).
- Please remove all add-ins (not originally sold with the product), as these items will not be returned to you (i.e., memory, sound cards, modems, etc.).
- Please follow the return shipping instruction provided with your RMA.

Advance Swap
- SYNNEX cross-ships a replacement product to you before it receives the product you are returning.
- Advance Swaps are subject to SYNNEX credit department approval.
- Replacement shipment will be billed when shipped and credit issued once the return is received for credit.
- Please follow the return shipping instruction provided with your RMA.

Damaged Shipments
- Shipment should be refused and SYNNEX Customer Service contacted within 48 hours of the refusal.
- All damages must be reported within 48 hours of receipt of product for all courier shipments.
- Shipment damages must be refused or damage noted on the POD for credit.
- Please follow the return shipping instruction provided with your RMA.

Kit Returns
- For all kits, parts, and assemblies, all components must be returned complete to be eligible for credit.
- Please follow the return-shipping instruction provided with your RMA.

Stock Balance
- Product must be in its original manufacturer box and factory sealed.
- Product must be in resalable condition.
- Products must be shipped pre-paid for credit.
- Please follow the return-shipping instruction provided with your RMA.

TD SYNNEX Errors
- Ensure that the product is in the original manufacturer's box and that all components are present, unless otherwise authorized.
- Please follow the return-shipping instruction provided with your RMA.

Manufacturer Exception Returns
- TD SYNNEX will make exceptions for returns that are out of policy, provided that the manufacturer has authorized return of the product.
- Once the customer has an authorized case number or manufacturer RMA number from the manufacturer, the customer then contacts TD SYNNEX Customer Service for an RMA. Customer
- Service will then issue an RMA and the customer will receive credit in the amount we receive from the manufacturer for credit.
- Please follow the return-shipping instruction provided with your RMA.

Return Refusal and Discrepancy Policy
TD SYNNEX reserves the right to return to a customer, at the customer's expense, any customer return that differs from the information given on the original Return Material Authorization (RMA) request, such as:
- Shipments without an RMA number may be refused and/or returned at the customer's expense.
- RMA number not visible and not on the box shipping label.
- Product returned differs from that requested and authorized.
- Unauthorized return (no RMA number was issued).
- Serial number of product(s) returned were not purchased from TD SYNNEX.
- Box or product damage.

- Invalid RMA number.
- RMA condition code given by customer differs from actual product condition.
- Expired RMA number.
- Incorrect product or quantity overage.
- Felt-pen markings on the box.
- Special orders for customers are not returnable.
- Open box/double-taped.

*

Ericsson Private 5G (EP5G) includes hardware supported by Ericsson and Dell.

Hardware support is a standalone service, not included with any other service offering. Although EP5G hardware comes with a 12-month warranty, the warranty support is only within reasonable commercial effort, and hardware support is highlight recommended.

Hardware Supported by Ericsson
Hardware support service from Ericsson covers radio (micro, macro, and AIR), baseband, router, and network controller parts. Radio dots are not covered. Basebands, router, and radio parts are delivered to the customer-specified location as specified by the SLAs listed in the table below.

Hardware Support:
Service: SLA
Product Support: RTF 45/20
Network Support: ADV 20/5
SPMS: Next business day

Service: Lead Time
Product Support: 45/20 days
Network Support: 20/5 days
SPMS: Next business day

Service: Deliver Precision
Product Support: 90%
Network Support: 95%
SPMS: 95%

Service: Lead Time Criteria
Product Support: From Receiving faulty hardware to ready for shipment at Ericsson
Network Support: From approved RMA to delivery
SPMS: From Approved RMA to delivery

Product hardware support is available on two distinct levels for faulty units Returned to Factory (RTF) for repair. Upon approval for Return Material Authorization (RMA), Advanced (ADV) provides delivery of replacement unit before receiving the faulty unit for repair. Spare Parts Management Service (SPMS) provides a replacement unit the next business day before receiving the faulty unit for repair.

Note: Network hardware supports 5 days SPMS next business day may not be available in all regions.

The hardware support levels can be combined with any one of the following software customer support levels (bronze, silver, and gold) options. Customer is recommended to choose the level of hardware support service they view as adequate. If Customer has little or no storage of spare parts, then Customer is recommended to choose the SPMS option. The hardware service support relies on local delivery capabilities for delivery to the Customer site. Customer is responsible for field service functions such as installing new equipment and returning replaced equipment.

Suspected faults with hardware need to be acknowledged by Tier 2 before an RMA request can be issued to Ericsson, in accordance with the process agreed on between Ericsson and Customer. The service delivery manager, or the people responsible in Customer Unit, is aware of the agreed process. After acknowledgement from Tier 2 confirming hardware fault, the following steps towards resolution are performed by Tier 1 support.

Hardware Supported by Dell
To ensure timely support from Dell, the Customer Unit has to initiate ownership transfer of the Dell server or network controller through the service tag process transfer. For more information about the process, see document – DELL Hardware – Transfer Registered Owner, (000 21-HSD

		101073) (See file TD SYNNEX Response – Additional Document.pdf page 112) Dell technical support is available 24/7. Troubleshooting and replacements of network controller parts is performed by Dell. Ericsson supports Customer by initiating support process with Dell. If network controllers are faulty, Dell provides a remote response, using a technical support resource for troubleshooting assistance, customer assistance, error messages, and more. During the troubleshooting: If a Dell technician determines that the repair requires replacement of a critical part such as a motherboard, central processing unit, select memory modules, or select hard disk drives, then on-site replacement by a Dell technician is coordinated with the Customer for the next local business day, during business hours. Dell arranges the return of the faulty critical part to a Dell facility. If a Dell technician determines that the repair can be accomplished with a Customer Replaceable Unit (CRU), or designated part (such as a fan module, power supply, mechanical part, and cable management part, then Dell ships the designated part directly to the Customer. This allows the Customer to replace parts conveniently. The delivery response window for replacement parts is within the next local business day during business hours. The Customer is responsible for sending the faulty CRU directly to Dell or as instructed by Dell. If the Customer does not have a capable, local resource to perform the replacement of CRU parts, under the pro-support entitlement, the Customer may request Dell Tech Support to send a service engineer to perform the replacement. Customer is recommended to open a trouble ticket with Ericsson support if an issue with the network is identified. Ericsson support investigates and recommends replacement options. Suspected faults with hardware need to be acknowledged by Tier 2 support before an RMA can be issued to Ericsson, in accordance with the process agreed upon between Ericsson and Customer. The service delivery manager or responsible Customer Unit is aware of the agreed process.	

52	Describe any service contract options for the items included in your proposal.	Hardware Support Services (optional but strongly recommended) is a standalone service, not included with any service offering. Although EP5G comes with a 12-month warranty, the warranty support is only within reasonable commercial effort, and hardware support is highly recommended. Hardware support service from Ericsson covers radio (micro, macro, and AIR), baseband, router, and network controller parts. Radio dots are not covered. Basebands, router, and radio parts are delivered to the customer-specified location as specified by the SLAs listed in the table below Hardware Support: Service: SLA Product Support: RTF 45/20 Network Support: ADV 20/5 SPMS: Next business day Service: Lead Time Product Support: 45/20 days Network Support: 20/5 days SPMS: Next business day Service: Deliver Precision Product Support: 90% Network Support: 95% SPMS: 95% Service: Lead Time Criteria Product Support: From Receiving faulty hardware to ready for shipment at Ericsson Network Support: From approved RMA to delivery SPMS: From Approved RMA to delivery Product hardware support is available on two distinct levels for faulty units Returned to Factory (RTF) for repair. Upon approval for Return Material Authorization (RMA), Advanced (ADV) provides delivery of replacement unit before receiving the faulty unit for repair. Spare Parts Management Service (SPMS) provides a replacement unit the next business day before receiving the faulty unit for repair. Other vendors may provide extended warranty options.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	See Document "TD SYNNEX Response – Question 53" (See file TD SYNNEX Response – Additional Document.pdf page 140) Ericsson offers three customer service levels: bronze, silver, and gold. The following table lists the different SLOs for each service level. Self Service Portal Support Bronze: Unlimited Access 24/7 Silver: Unlimited Access 24/7 Gold: Unlimited Access 24/7 Email Support Bronze: Ericsson support Mon-Fri between 8-17, customer local time Silver: Ericsson support Mon-Fri between 8-17, customer local time Gold: Ericsson support 24/7 Phone Support Bronze: N/A Silver: Ericsson support Mon-Fri between 8-17, customer local time Gold: Ericsson support 24/7 Emergency Escalation Support Bronze: N/A Silver: Ericsson support Mon-Fri between 8-17, customer local time	

Gold: Ericsson support 24/7

Incident Reporting Support
Bronze: Ericsson support Mon-Fri between 8-17, customer local time
Silver: Ericsson support Mon-Fri between 8-17, customer local time
Gold: Ericsson support 24/7

Temporary Remedy for Software Issues
Bronze: All priority levels within commercially reasonable efforts
Silver:
Priority 1 < 4 work hours
Priority 2 < 8 work hours
Priority 3 and 4 within commercially reasonable efforts
Gold:
Priority 1 < 4 work hours
Priority 2 < 8 work hours
Priority 3 and 4 within commercially reasonable efforts

Initial Permanent Fix for Software Issues
Bronze: All priority levels within commercially reasonable efforts
Silver:
Priority 1 < 10 workdays
Priority 2 < 20 workdays
Priority 3 and 4 within commercially reasonable efforts
Gold:
Priority 1 < 10 workdays
Priority 2 < 20 workdays
Priority 3 and 4 within commercially reasonable efforts

Each priority level has a response time, remedy time and resolution time. The table below lists the response times and update frequency for each priority level.

Priority Levels
Priority Level 1- Urgent
Response Time: 15 min
Remedy Time (Short- Term): 4 hours
Remedy Time (Permanent): 10 days
Update Frequency: Once every hour, or as agreed

Priority Level 2- High
Response Time: 15 min
Remedy Time (Short- Term): 8 hours
Remedy Time (Permanent): 20 days
Update Frequency: Once every 4 hours, until a solution is identified

Priority Level 3- Normal
Response Time: 30 min
Remedy Time (Short- Term): Commercially reasonable effort
Remedy Time (Permanent): Commercially reasonable effort
Update Frequency: Weekly or as agreed, until a solution is identified

Priority Level 4- Low
Response Time: 30 min
Remedy Time (Short- Term): Commercially reasonable effort
Remedy Time (Permanent): Commercially reasonable effort
Update Frequency: Weekly or as agreed, until a solution is identified

Service Level Priority
The following lists definitions and examples of issues covered by the four priority levels:

Priority 1: Urgent: Priority 1 issues are urgent and have a significant impact on the end-user business operations and use of services due to connectivity problems. The issue ends operations without a procedural workaround. Priority 1 issues include, but are not limited to the following:
- Network services are down or unavailable.
- Critical functionality is unavailable.

The following Priority 1 issues are site specific:
- Data connectivity is lost, no provisioned devices are communicating.
- All radios are down, because of on-site power failure or cell down.
- Both network controllers are down.
- Baseband is down, meaning traffic impact is greater than 30%.
- The IRU is down, meaning traffic impact is greater than 30%.
- Power supply is down, meaning traffic impact is greater than 30%.
- The upgrade procedure failed.

- There is a continuous switchover between network controllers.

The following Priority 1 issues are region-specific:
- Google Cloud Platform (GCP) is down, affecting all back-end services including monitoring.
- The support system is down.
- The notification system is down.
- The NMP is not reachable for several end-customers in the same region, because of Domain Name System (DNS) issues.
- Several sites show equipment down at the same time, because of DNS issues.

Priority 2: High: Priority 2 issues are high priority issues in which significant performance degradation is experienced, or major functionality is affected. Because of connectivity problems, end-user business operations are severely limited, and no reasonable workaround exists. Priority issues include, but are not limited to, the following:
- Key features of the Management as a Service delivery are unavailable with no acceptable workaround. Operations can continue in a restricted manner.
- Service is operation but degraded to the point of major impact on end-customer connectivity usage.

The following Priority 2 issues are site specific:
- The NMP is not accessible for a single site, but Core Site Services are functioning properly.
- The end-user is not able to add, remove or modify devices in the NMP but existing configured devices are functioning properly.
- Devices continuously disconnect.
- The VPN tunnel is down.
- Watchdog data is not shown in the NMP.
- One or more radios are down.
- The Watchdog application has upgrade problems.
- One network controller is down, and the other network controller is functioning properly with no impact on network services.

The following Priority 2 issues are region-specific:
- Security patches cannot be deployed.

Priority 3: Normal: EP5G is functioning and providing connectivity, but the enterprise is minimally impacted due to non-critical error condition. Business operations continue to function, and a workaround is available to mitigate impacts of the issue. Issues that impact operation and maintenance functionality are also priority 3, such as problems with adding or deleting users or onboarding new devices.

Priority 4: Low: EP5G is functioning with no issues. General questions on functionality, enhancement requests, or documentation clarification are tracked in this category.

The following are examples of priority 4 issues:
- The end-user requests are more feature details specific to scheduling deployments through the NMP.
- The installer requests clarification on the steps for upgrading a Watchdog device.
- Details about a new feature are missing from the release notes.
- Additional feature descriptions are requested.

Available SLA by Service Level
Services
KPI: Service Availability
Formula: Availability % = ((Committed Minutes – Service Interruption Minutes for Network services) / Committed Minutes) * 100)
Bronze Pkg SLA: >=99.50%
Silver Pkg SLA: >=99.90%
Gold Pkg SLA: >=99/95%

Management as a Service
KPI: Service Availability
Formula: Availability % = ((Committed Minutes – Service Interruption Minutes for Network services) / Committed Minutes) * 100)
Bronze Pkg SLA: >=99.50%
Silver Pkg SLA: >=99.90%
Gold Pkg SLA: >=99.95%

Ericsson Tier 2 Proactive Notifications
If Ericsson support team identifies a Priority 1 incident affecting and end-customer of Customer before Customer or Tier 1 support issue acknowledgement, Ericsson shall notify Customer within 15 minutes of becoming aware of the incident. *

The notice shall include the following:
- Description of outage
- Date and time of outage
- Geographic location
- Percentage of Customer affected, if known
- End-customer affected
- Estimated time to repair, if known
- Ericsson case number
- Outage bridge phone number and pin, if applicable
- Time of next updated

Escalation Template
Ericsson channel partner manager or Ericsson local organization provides single point of contact for any escalation. Ericsson provides contact names, titles, emails and phone numbers.

Contact Level for Escalation
Primary: Support Lead-Ericsson Private 5G
Secondary: Support Manager- Ericsson Private 5G
Executive: Director- Dedicated Networks

Notification System
The EP5G support model includes a notification system that provides actionable and reliable alerting. With integrations into enterprise-leading monitoring, ticketing, and chat tools, the notifications system can group alerts, filter out noise, and notify support users through multiple channels. The following key elements are part of the notifications system:
- Multiple alerting channels
- Alert enrichment
- Custom alert actions
- Alert customization and classification
- Alert lifecycle tracking
- Alert and notification policies
- Heartbeats
- On-call management and escalations
- Advanced reporting and analytics

NCPN RESPONSE:
NetCloud Manager Service Level Objective: Cradlepoint will use commercially reasonable efforts to make the Cradlepoint NetCloud Manager Services available 24 hours a day, 7 days a week, except for: (i) scheduled maintenance downtime, (ii) emergency maintenance, and (iii) any unavailability caused by circumstances beyond Cradlepoint's reasonable control, including a Force Majeure Event.

NetCloud maintenance, updates, upgrades, and enhancements are communicated to Authorized Users through NCM, NetCloud Status, and e-mail notifications can be established within NCM reporting tool. Notifications of scheduled maintenance can be found on the Cradlepoint Status website – status.cradlepoint.com – where you can also subscribe for system status updates. While system/program maintenance completed by the Cradlepoint team will be done on the socialized schedule, most NCM/NCOS upgrades and updates can be scheduled by the Authorized User's NCM Administrator.

As an Original Equipment Manufacturer (OEM) that does not sell direct to Authorized Users, our ASPs function as the first line of support for warranty services, call back procedures, and time frames. As such, the preferred method of requesting repair and warranty services is through the ASP that has been working with the Authorized User.

Authorized Users may also contact the Cradlepoint Global Support team directly or open a support case through the secure Customer Portal, accessed through NetCloud Manager (NCM). Cradlepoint tracks questions and assistance requests for Authorized Users with Cradlepoint products covered by a NetCloud Solution Package through a service request process. As cases are opened, information about the Authorized User site and technical details about the product, service and environment will be collected. A "Case Severity" will be assigned for each case. The Case Severity is defined by the impact to the Authorized User and the type of problem. It helps define the response time, communication cadence, and acts as a guide to further escalations. Setting these levels allows Cradlepoint to resolve issues in a timely manner for more Authorized Users.

Assigning Case Severity
Severity 1: Entire site WAN connectivity/network is down, the Authorized User is critically impacted due to problem with Cradlepoint Product/Service. Full-time resources from Authorized User and Cradlepoint are needed until the network is back online

Severity 2: Site WAN connectivity/network is severely degraded and significant aspects of the Authorized User is impacted negatively due to problem with Cradlepoint product/service
Severity 3: Site WAN connectivity/network is impaired due to Cradlepoint product/service; most business functions are operational

* Until case close or root cause identified.
** The Enterprise Support Engineer keeps in continual contact unless agreement is reached with the Authorized User for alternate communications (e.g., breaking contact to work on the case).

Update frequency describes the times for on-going communication to convey progress to the customer. The Enterprise Support Engineer will update the support case in the Connect portal with current progress. Additionally, the Cradlepoint Executive Management team will be updated daily on all Tier 3 and above escalated cases.

As needed, the following escalations will occur based on Case Severity and time to resolve

2 Hours
Severity 1: Tier 2

4 Hours
Severity 1: Tier 3
Severity 2: Tier 2

24 Hours
Severity 1: Tier 4
Severity 2: Tier 3

48 Hours
Severity 2: Tier 4
Severity 3: Tier 2

72 Hours
Severity 3: Tier 3

Subsequent escalations will follow Tiers 1-4 as defined below until the Case reaches resolution.

Tier 1
Who?: Customer Service
Procedure: Open a Support Case in Connect portal
Knowledge Base available 24x7x365
Qualified phone support available 24x7x365
Notes: If the call is made outside of Cradlepoint standard hours, and meets the 24x7 emergency criteria, the call will be connected to an on-call engineer.
If the call does not meet the emergency criteria, the call will be returned during normal business hours.

Tier 2
Who?: Assigned Enterprise Support Engineer
Procedure: Once a case has been escalated, Tier 2 support is provided by enterprise engineers who are available 24x7x365.
Notes: If the call is made outside of Cradlepoint standard hours, and meets the 24x7 emergency criteria, the call will be connected to an on-call engineer.
If the call does not meet the emergency criteria, the call will be returned during normal business hours.

Tier 3
Who?: Enterprise Support Supervisor, Cradlepoint Quality Assurance Team, and Manager, Global Support
Procedure: The Tier 3 support team will be available during Cradlepoint business hours or longer for Severity 1 issues.

Tier 4
Who?: Executive Management Team
Procedure: The VP Global Support, VP Sales, CMO, and CEO will drive for Case resolution at Tier 4.

Cradlepoint works to close Authorized User cases as quickly as possible. The tracking or resolution time begins when the case is received from the Authorized User and the required information is captured. The resolution timeframe concludes

		when the Authorized User accepts the resolution, and the case is formally closed in the Connect portal. While many reported problems often involve products and services outside of Cradlepoint's control, these resolution timeframes are our targets: Restore Network Connectivity: < 4 Hours Severity 1: < 48 Hours1 Severity 2: < 5 Business Days2 Severity 3: < 10 Business Days Inquiry: < 15 Business Days Note 1: Dependent on root cause analysis requirements, closure may take longer but should be agreed upon with Authorized User. Note 2: Best effort will be made to restore network connectivity within 4 hours. Next Business Day would be best case for certain cloud networking issues that require assistance from our Operations team. Details can be found in the supporting documents – End User Agreement_Cradlepoint.pdf, (See file TD SYNNEX Response – Supporting Documents.pdf page 124)	
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	EP5G provides Service Level Agreement (SLA) monitoring and Key Performance Indicator (KPI) tools. The performance of a site will be verified at installation and handover. The Watchdog app, available for Android-based devices and as headless software running on a custom industrial gateway, referred to as the industrial Watchdog device, allows constant monitoring and verification of the system network performance. Network performance information is displayed on the screen of Android-based devices and in the Network Management Portal. Cradlepoint will use commercially reasonable efforts to make the Cradlepoint NetCloud Manager Services available 24 hours a day, 7 days a week, except for: (i) scheduled maintenance downtime, (ii) emergency maintenance, and (iii) any unavailability caused by circumstances beyond Cradlepoint's reasonable control, including a Force Majeure Event. Details can be found in the attached file – End User Agreement_Cradlepoint.pdf (See file TD SYNNEX Response – Supporting Documents.pdf page 124)	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	TD SYNNEX Resellers will provide 30-day payment terms to Sourcewell Participating Entities and will accept credit card payments if requested. TD SYNNEX provides our resellers with access to TD SYNNEX Capital in addition to standard Net Terms, Escrow, Flooring Accounts, Wire Transfer, and Credit Card payment terms.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	TD SYNNEX Capital State, local and education (SLED) financing requirements are more diverse and complex than those of commercial clients due to the unpredictability of future budgets, non-appropriation risk and uncertainty around the lifespan of the investment. TD SYNNEX Capital has extensive regulatory knowledge to assist these SLED agencies in acquiring the equipment they need at a lower cost: • Align payments to budget availability • Benefit from multi-year discounts • Free up capital for other projects • No large, upfront cash expenditures • Only current year payments are included in operating budget • Put all products and services on a single agreement TD SYNNEX CAPITAL MAKES IT EASY • Competitive pricing, including municipal rates • Easy credit application • Fast funding • Streamlined documentation that includes non-appropriations protections.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The Ericsson standard transaction documents include a signed Statement of Work (SOW) and End User Licensing Agreement (EULA). The Cradlepoint standard transaction documents can be found online at www.cradlepoint.com/legal and are attached to this response. Inclusion of documents beyond the End User Agreement (EUA) and NetCloud Manager Services Terms would depend on the solution(s) purchased. The standard documents are included in the supporting documents: • End User Agreement (EndUserAgreement_Cradlepoint.pdf) See file TD SYNNEX Response – Additional Document.pdf page 124 • NetCloud Manager Services Terms (NetcloudMangerServices_TC_Cradlepoint.pdf) See file TD SYNNEX Response – Additional Document.pdf page 154 • Secure Location Services Terms & Conditions (SecureLocationServices_TC_Cradlepoint.pdf) See file TD SYNNEX Response – Additional Document.pdf page 156 • SIM Management Feature Terms & Conditions (SIMManagementFeature_TC_Cradlepoint.pdf) See file TD SYNNEX Response – Additional Document.pdf page 161 • NetCloud Exchange Terms & Conditions (NCX_TC_Cradlepoint.pdf) See file TD SYNNEX Response – Additional Document.pdf page 149 • NetCloud Private Networks Terms & Conditions (NCPN_TC_Cradlepoint.pdf) See file TD SYNNEX Response – Additional Document.pdf page 145 For other TD SYNNEX Terms and Conditions, see TD SYNNEX Terms and Conditions.pdf (See file TD SYNNEX Response – Additional Document.pdf page 164)	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. On a case-by-case basis, up to a 3% credit card transaction fee may apply.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing for each EP5G deployment includes a one-time CAPEX component and a yearly OPEX component. The one-time fee includes the hardware that is sold to the customer and the setup and configuration of the cloud environment for the deployment. The yearly subscription fee includes: • Licenses for the software running on the network controllers (including the required core network features) and the radio hardware, valid during the subscription. • Access to the EP5G management cloud to manage the equipment on the customer site through the Network Management Portal and the Cloud API. • Monitoring of customer site infrastructure by the Ericsson NOC. • Tier 2 and Tier 3 Support Note: Channel Partners are expected to provide Tier 1 support. The NetCloud Service Subscription is sold in tandem with Cradlepoint hardware (router, endpoint).Subscriptions are sold in 1-, 3- and 5-year terms. Subscriptions include customer support, training, technical support and warranty at no additional cost. When a subscription term is due to expire, customers can choose to purchase a renewal subscription in the same 1-, 3- or 5-year term options. TD SYNNEX Corporation would like to submit our entire product catalog for inclusion in our response to this RFP. With over 2,500 IT manufacturers, the TD SYNNEX proposal offers a broad range of multi-vendor solutions that can be purchased in entirety using the Sourcewell contract without having to utilize multiple contracts to meet their technology needs. We will continue to leverage our proven network of order fulfillment partners to grow this program with incremental revenue currently utilizing other contract vehicles. Our complete catalog of our tier one Original Equipment Manufacturers' (OEM) solutions, with authorized and proven reseller/integrator partners, and world-class program management compliments the overall Cradlepoint solution and brings a one contract approach to procurement for Sourcewell participating entities. The pricing below reflects the discount we propose. Due to the depth and breadth of our entire catalog, we proposed a 4% discount from MSRP (with exceptions noted below) because it is impossible to provide discounts for each manufacturer and/or for each product segment within each manufacturing line. In addition, we sell a broad range of products from commodities like printers and Chromebooks up to enterprise class data center server and storage manufacturers with a corresponding range of discounts. In order to offer the most complete, all-inclusive catalog offering, we are proposing discounts from MSRP as a minimum threshold discount for all vendor lines and product categories with the ability to offer greater discounts depending on the manufacturer and specific product segments being quoted as well as any additional discounts/rebates that are being offered by the manufacturer. Pricing Summary NTE (Not-to-Exceed) Contract Pricing • 4% Discount from MSRP applicable to all manufacturing lines, (unless noted in Exceptions below) • 2% Discount from MSRP for the following: o All Chromebooks, HP Smartbuys, Lenovo TopSeller Products and all other promotionally priced products. o Manufacturers exceptions include: APC Asus Contract pricing for Avaya's non-discountable SKUs will have no (0%) discount from MSRP Avaya products, not to include non-discountable SKUs will be priced at 2% off MSRP Cisco Crucial	*

		F5 Global Knowledge Training Google HP SmartBuys Lenovo Topseller products Microsoft Software NEC Seagate TD SYNNEX Services • 0% Discount for: o Non-Discountable SKUs • Services: Please refer to the Services line card for a complete breakdown of specific costs associated with our services. Please email fieldservices@TDSYNNEX.com with any questions. • Dealers are encouraged to offer additional discounts from the established contract price when possible. TD SYNNEX would like to reserve the right to amend this List of Exceptions from time to time on an as needed basis. TD SYNNEX agrees to provide IUC-PG with written notification and justification for any revisions/adjustments to this list. New vendors and products that are added during the period of the contract shall follow the same product classification as described above. See "TD SYNNEX Pricing and Discounts." See file TD SYNNEX Response – Pricing.xlsx	
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Cradlepoint NetCloud Private Networks: 10% Discount off MSRP Cradlepoint EP5G Private Networks: 10% Discount off MSRP Value Added Product Offerings: NTE (Not-to-Exceed) Contract Pricing • 4% Discount from MSRP applicable to all manufacturing lines, (unless noted in Exceptions below) • 2% Discount from MSRP for the following: o All Chromebooks, HP Smartbuys, Lenovo TopSeller Products and all other promotionally priced products. o Manufacturers exceptions include: APC Asus Contract pricing for Avaya's non-discountable SKUs will have no (0%) discount from MSRP Avaya products, not to include non-discountable SKUs will be priced at 2% off MSRP Cisco Crucial F5 Global Knowledge Training Google HP SmartBuys Lenovo Topseller products Microsoft Software NEC Seagate TD SYNNEX Services • 0% Discount for: o Non-Discountable SKUs • Services: Please refer to the Services line card for a complete breakdown of specific costs associated with our services. Please email fieldservices@TDSYNNEX.com with any questions. • Dealers are encouraged to offer additional discounts from the established contract price when possible. TD SYNNEX would like to reserve the right to amend this List of Exceptions from time to time on an as needed basis. TD SYNNEX agrees to provide IUC-PG with written notification and justification for any revisions/adjustments to this list. New vendors and products that are added during the period of the contract shall follow the same product classification as described above.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	TD SYNNEX can offer a 50bps (0.50%) discount for one-time orders of $250,000 or more. One-time orders must be placed on one purchase order with one ship to location.	*

62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	With TD SYNNEX' offering of our entire product catalog for inclusion in our response to this RFP as a value-add, there will be little to no "Open Market" products required. Should a Sourcewell Participating Entity require products not included on the TD SYNNEX linecard of more than 2,500 IT manufacturers, the quote, purchase order, and invoice will clearly identify all Open Market products as such.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Sourcewell participating entities will receive free UPS and/or FedEx ground shipping for products that ship directly from a TD SYNNEX distribution center. This policy excludes expedited shipping costs (overnight, 2 day, etc.) and items over 150 pounds, OCONUS shipments, LTL shipments and/or items that require white glove services, liftgate services, and items such as heavyweight printers, wide format printers, large displays and televisions, batteries, paper, furniture/shelving, and other heavy/bulky items that require special delivery. On a case by case basis, up to a 3% credit card transaction fee may apply. Cost for Ancillary Services are provided. See uploaded document "TD SYNNEX response Services Line Card_Pricing_Sourcewell.xlsx"	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping and Freight Policy Sourcewell participating entities will receive free UPS and/or FedEx ground shipping from products that ship directly from a TD SYNNEX distribution center. This policy excludes expedited shipping costs (overnight, 2 day, etc.) and items over 150 pounds, OCONUS shipments, LTL shipments and/or items that require white glove services, liftgate services, and items such as heavyweight printers, wide format printers, large displays and televisions, batteries, paper, and furniture/shelving.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and Freight Policy Sourcewell participating entities will receive free UPS and/or FedEx ground shipping from products that ship directly from a TD SYNNEX distribution center. This policy excludes expedited shipping costs (overnight, 2 day, etc.) and items over 150 pounds, OCONUS shipments, LTL shipments and/or items that require white glove services, liftgate services, and items such as heavyweight printers, wide format printers, large displays and televisions, batteries, paper, and furniture/shelving. Alternative carriers will used for OCONUS (Outside the continental United States) shipments, to include Alaska, Hawaii, Canada, or any offshore delivery. Shipping cost will vary by order.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	TD SYNNEX provides logistics support such as outsourced fulfillment, virtual distribution, consignment, and direct ship to end-users to our reseller customers. Other logistics support activities include generation of customized shipping documents, multi-level serial number tracking for customized, configured products, and online order and shipment tracking. • Drop shipments • Same-day shipping o AIT Worldwide o Dynamex • Delivery Services – Parcel, LTL, TL, FTL, Air o FedEx o United Parcel Service (UPS) • 24x7 emergency services • Cross-Dock & Consolidation • Import/Export Management TD SYNNEX offers logistical support capabilities and processes to handle local, regional, and multi-national rollouts. Logistical systems are designed to augment and complement our partners current capabilities, extend their geographical reach, provide technical support, and offer the ability to expand market reach and opportunities with little capital investment by leveraging TD SYNNEX as a business partner.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	TD SYNNEX has significant experience owning/managing Public Sector contracts. We have dedicated teams that work with sales teams, resellers, and authorized Sourcewell order fulfillers to provide: • Contract pricing • Collection of contract fees and reporting • Audit As Authorized Resellers are added to the contract, the TD SYNNEX Sourcewell Contract Manager, along with the reseller's dedicated Contracts Administrator, will conduct full training on the contract requirements, pricing, and reporting. Periodic spot-audits will be conducted on each Authorized Reseller's public sector sales to Sourcewell participating entities to ensure accurate identification of Sourcewell contract orders. Sourcewell orders are identified at the time of entry. Once entered, they are "coded" as a Sourcewell order and contract fees are automatically collected. TD SYNNEX sales teams are also required to upload any supporting documentation into each order, if required. The contract administration team audits POS reports for accuracy and submits required reporting. The contract administration team is also responsible for the payment of any contract fees. TD SYNNEX utilizes a proprietary enterprise resource planning (ERP) system called CIS. CIS has been built from the ground up to specifically support all aspects of distribution business needs, including contract administration.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	TD SYNNEX has a dedicated team of who are responsible for the overall management of our state contracts. Responsibilities include the coordination of marketing efforts; reseller recruitment and development, quoting, sales, technical support, customer service, post-sales support, reporting and compliance. The TD SYNNEX Contract Manager will periodically review Authorized Reseller sales and work directly with the sales teams to ensure the resellers have the tools needed to be successful with this contract. Non-performing resellers may be removed to allow additional resellers the opportunity to support the Sourcewell participating entities. We will work directly with Cradlepoint as well as our additional vendors to ensure only the best resellers with the required experience are included on this contract. TD SYNNEX will also work with our designated Sourcewell representative to ensure we are meeting Sourcewell's desired results and expected performance.	*

70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	TD SYNNEX has enjoyed significant success with our current contract administrative fee model contract in a very competitive contractual marketplace. TD SYNNEX requests using the same pricing model that we currently use to drive the success in other SLED contracts we hold. This contract can be a strategic advantage for our dealers who drive the success of this contract. TD SYNNEX requests that contract fees reflect: 0.80% or 80bps for Ericsson/Cradlepoint EP5G products 0.80% or 80bps for Cradlepoint products 0.80% or 80 Bps for Commodity Products 2.00% or 200 Bps for Enterprise Products The Contract Fee is calculated off the Dealer's combined monthly sales based on the total pricing charged to the Sourcewell participating entities. Products are defined as: Enterprise Products are products that are High-End enterprise class Datacenter Server/Storage that support cloud, AI/ML, and data center solutions, that require specific vendor authorization to purchase. Enterprise Product Examples: Hewlett Packard Enterprise HPE Cray XD2000 supercomputer (The architecture can run proficiently with multiple generations of CPUs, GPUs, and interconnects. The HPE Cray EX is designed to support up to 256 dual socket nodes in a single cabinet, as well as support high-wattage CPUs and GPUs.) Cisco Nexus 9000 Series switch (400G-ready and 800G-capable with a power efficient distributed architecture. Managed by Cisco Enterprise Agreements.) HPE Aruba CS 8400 Series data center switches (High-performance 19.2Tbps switching (1.2Tbps/slot) capacity with up to 7.142Bpps for throughput.) Commodity Products are all other products such as servers, networking equipment, and end-point devices such as desktop, laptop, tablets and print devices. Also includes peripheral devices such as monitors, docking stations, UPS/power, telephony, furniture, and other accessories and supplies. Commodity Product Examples: HP Inc. EliteBook 840G8 laptop Lexmark Color All-in-One 4-Series printer Apple iPad Pro 12.9-inch tablet Eaton 5P UPS backup power solution Logitech MX Master mouse New vendors and products that are added during the period of the contract shall follow the same product classification as described above.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your	The TD SYNNEX Private Networks offering consists of: 1. Cradlepoint NetCloud Private Networks (NCPN) - an end-to-end private	

	proposal.	cellular network solution designed for the needs of today's dynamic enterprise IT ecosystems. Complete subscription packages with cloud-native operations enable scalability, plug-and-play deployment, zero-trust access, and single-pane-of-glass management. 2. Ericsson Private 5G (EP5G) - a wireless networking product engineered for the demands of complex industrial operating environments, providing high-speed, secure 4G & 5G connectivity. Easy-to-order, install and manage, EP5G was developed for industrial use, ensuring sensitive data remains secure and onsite. As your needs grow, EP5G offers a range of deployment sizes, ranging from small, medium, large, to extra-large. With seamless evolution and upgradability, Ericsson Private 5G supports every step of your digitalization journey. As a portfolio, both Ericsson Private 5G and NetCloud Private Networks offer complementary value propositions for the enterprise's connectivity needs with simplicity. Discuss your digitalization needs with us and we can find a solution to fit your specific requirements. NetCloud Private Networks: Private cellular networks use LTE or 5G technologies to combine the best of Wi-Fi and public cellular, enabling enterprises to maintain networks with security, reliability, coverage, capacity, mobility, and the predictability required for business and mission critical applications. However, it is not an either-or-scenario when comparing private networks to Wi-Fi and public cellular; they work together to provide better connectivity across the enterprise. Cradlepoint's NetCloud Private Networks (NCPN) is an end-to-end private cellular network solution designed for today's enterprise IT ecosystem and removes the complexities of building private networks by providing a familiar "Wi-Fi-like" experience. NCPN leverages existing network infrastructure investments and simplifies the complexities of private cellular network ownership that have hindered broader enterprise adoption. A cloud-native extension of the Cradlepoint NetCloud Service, it delivers scalability, plug-and-play deployment, a familiar Wi-Fi-like experience, and pathway for simplified IT infrastructure integration – all through a single pane of glass. Initially based on the 4G LTE Citizen Broadband Radio Service (CBRS) spectrum in the USA, NetCloud Private Networks is a cloud-native solution packaged to make it easy for enterprises to prioritize security and Quality of Service (QoS) while also enabling plug-and-play deployments that scale with an API-first design philosophy. NCPN provides an added layer of security over and above SIM-based authentication. The added layer of security is built from the ground up using zero-trust principles and is based on a granular and dynamic policy framework that is core to the architecture. The policies are applied based on the connection's context which includes network, user, device, environment, application, and cellular attributes. Built around a converged 4G/5G cellular core, NetCloud Private Networks (NCPN) has the flexibility to be deployed on the enterprise premises or public cloud, thus enabling enterprises to maintain their data locally while still benefitting from the power of cloud-based configuration and policy management. With this inherent flexibility, the NCPN Mobility Gateway enables secure access to enterprise data services from authenticated cellular endpoints. The NCPN solutions include plug-and-play Cellular Access Points (CAPs) that support the 4G LTE CBRS spectrum band 48. Sometimes referred to as small cells, the CAPs form the private Radio access Network (RAN) that cellular endpoints and clients connect to and are authenticated through the Mobility gateway. CAPs rated for indoor locations and outdoor environments work together to create contiguous private network connectivity across the entire enterprise location. NetCloud Private Networks Values and Benefits: • Simple Process: NCPN is packaged to make building, managing, and maintaining a private network simple, secure, and scalable, perfect for lean IT environments. • Wi-Fi-Like Experience: Bundled in one package, NCPN includes everything needed to set up and run the private network from day one. Existing network and policy frameworks are used to augment or replace the enterprise Wi-Fi solution. • Data Costs: Operational expenditure (OpEx) can escalate in a large-scale private LTE deployment. Endpoints and adapters that are FCC-certified to support Band48 will reduce data costs. • Guaranteed Connection: Private cellular networks provide robust LAN connectivity with fewer radios and less competition for bandwidth. Traffic can be prioritized based on needs – either user-by user- or application-by-application. • Security: Private cellular networks strengthen end-to-end security, from the enterprise-grade endpoints with SIMs to the infrastructure. • Centralized Management: NetCloud Manager (NCM) is one platform to monitor and manage all sites and endpoints. With a single pane of glass, it		

has visibility for all configuration changes, network performance, and security analytics.

Components Included in NCPN

- NetCloud Manager – NetCloud Manager (NCM) is Cradlepoint's secure cloud-based network management service available 24x7 for all Cradlepoint clients. NetCloud Services allow users to transition to a Wireless WAN, delivering an all-in-one subscription. NCM enables clients to deploy, manage, and monitor their NCPN network. Available using the website or mobile app, authorized users can view statistical and operational analytics dashboards and configure their network to fit their needs.

- NetCloud Mobility Gateway – The NCPN Mobility Gateway is deployed as a Virtual Machine (VM) on-premises or cloud-based and performs the core functions on the NetCloud Private Network

- The Cellular Core provides control plan and data plane services to the cellular network and acts as a bridge between the cellular radio components (cellular Aps and UEs) and the enterprise LAN and IP networks.

- The NCPN Mobility Gateway provides cellular functionality and is comprised of four components:
  - Home Subscriber Server (HSS), which supports NetCloud Private SIM authentication
  - Mobility Management Entity (MME), which manages the control plane
  - Serving Gateway (SGW), which manages the user data plane
  - Packet Gateway (PGW), which connects to the external network

- More than one NetCloud Mobility Gateway can be included in a network, allowing the option of enabling High Availability (HA).

- Cellular Access Points (Cellular Aps) – Cradlepoint's indoor and outdoor Cellular Aps are 4G LTE capable with CBRS bands (B48) and provide network access to up to 64 active users per Cellular AP. These Cellular Aps form the private Radio Access Network (RAN) that cellular endpoints and clients connect to and are authenticated through the Mobility Gateway. The ruggedized designs fit for difficult environments include integrated antennas and offer up to 2x2 MIMO with carrier aggregation. Indoor units are easily mounted using a wall or ceiling bracket while outdoor units are mounted to a wall or a pole. All Cellular Aps have a centralized management and operations system and coordinate using NetCloud Manager.

- Subscriber Identity Modules (SIMs) – NetCloud Private SIMs seamlessly fit in with other private mobile network products and provide the secure credentials to connect to the Cradlepoint network. Private SIMs can be traditional physical SIMs (Private SIM) or digital SIMs (Private eSIM).

- Spectrum Access System (SAS) Server – A subscription to a SAS Server is included with a NCPN license. SAS is a cloud-based frequency coordination system that manages the Citizen Broadband Radio Service (CBRS). Spectrum Access service prevents harmful interference to network users and follows established protocols for communication determination by the Wireless Innovation Forum (WinnForum).

- Endpoints – NCPN is supported by a wide range of Cradlepoint endpoints to support a variety of use cases including fixed site, vehicle, IoT and remote work.

Technical Specifications on the Mobility Gateway, Cellular AP, and Private SIMS, see the NetCloud Private Networks (netcloud-private-networks-2023-12-05.pdf) see file TD SYNNEX Response – Additional Document.pdf page 178.

Ericsson Private 5G

Ericsson Private 5G (EP5G) is a next generation 4G and 5G private network tailored to drive the digital transformation of business organization across industries. This high-performance, easy-to-use, and highly reliable cellular connectivity product addresses the industrial market, including indoor and outdoor facilities of all sizes. The EP5G solution consist of both software and services that were developed specifically for EP5G, and of existing Ericsson products. EP5G is an end-to-end tested, fully documented, and complemented by extensive training material. Main features include high capacity, high device density capacity, low latency, and powerful security protocols.

With support for both licensed and shared spectrum such as CBRS, EP5G

		is easy to scale and designed to integrate with public networks to meet future challenges. Long Term Evolution (LTE) and New Radio (NR) technology, also referred to 4G and 5G, are used for compatibility with industry standard devices. EP5G offers: • Simplification: Optimization and simplification of business operations with cloud-based network management. • Reliability: Reliable connectivity with predictable network round-trip time and the ability to accommodate many devices communicating within small or large areas without dead spots. Has zero downtime upgrades and guarantees high performance through Service Level Agreements (SLA). • Device Density: Cellular wireless communication allows for high transmit power and supports higher device density capacity and more predictable performance than competing technology. • Security: Secure 4G LTE and 5G Standalone (SA) connectivity. • Intrusion Protection: Highly resistant to intrusions and attaches, the EP5G solution ensures business critical operations meet the most stringent security requirements. Providing reliable and complete coverage throughout a site, indoor and outdoor. EP5G provides connectivity with low latency, high throughput, and high device density (connected devices per square meter). • Ease of Installation: Easily installed within hours, EP5G can be scaled to support larger coverage areas and more. In summary, NCPN and EP5G offer the full spectrum of Private Network capabilities and can be right-sized for any opportunity or situation. NetCloud Private Networks (NCPN): • End-to-end private cellular network solution. • Cloud-native operations for scalability and easy deployment. • Zero-trust access and single-pane-of-glass management. • Simplified process, security, and centralized management. • Key features include Wi-Fi-like experience, data cost management, guaranteed connection, and security. Ericsson Private 5G (EP5G): • Wireless network product for high-speed, secure 4G and 5G connectivity. • Tailored for industrial use with data security onsite. • Scalable deployment sizes: small, medium, large, extra-large. • Cloud-based network management and seamless evolution. Offers high capacity, low latency, powerful security protocols, and ease of installation. In addition, TD SYNNEX would like to submit our entire product catalog for inclusion in our response to this RFP. With over 2,500 IT manufacturers, the TD SYNNEX proposal offers a broad range of multi-vendor solutions that can be purchased in entirety using the Sourcewell contract without having to utilize multiple contracts to meet their technology needs. We will continue to leverage our proven network of order fulfillment partners to grow this program with incremental revenue currently utilizing other contract vehicles. Our complete catalog of our tier one Original Equipment Manufacturers' (OEM) solutions, with authorized and proven reseller/integrator partners, and world-class program management compliments the overall Cradlepoint solution and brings a one contract approach to procurement for Sourcewell participating entities.	
72	Describe your supported 911 features and the planning, design, implementation and management products, services and process steps required.	911 is not an offered feature at this time for Ericsson EP5G product. NCPN does not support 911, as this is a data only service. OTT voice does work, but not native dialer.	*
73	Describe your solutions, services, and qualifications, for preventing, mitigating, and responding to private wireless network intrusions and attacks.	Radio Network Security: EP5G is fully compliant with standard 3GPP cellular security features, providing highly sophisticated security mechanisms for authentication, authorization, integrity, and confidentiality. EP5G ensures that radio-resource control signaling, and air interfaces are highly secure and immune to illegal intrusions. Encryption keys are stored in the Home Subscriber Server Front End, Authentication Server Function, and Unified Data Management software components that run on the network controllers and the SIM cards of cellular devices. Encryption keys are used for authentication purposes between cellular devices and the EP5G site. The radio resource control signaling between cellular devices and the Mobility Management Entity software component that runs on the network controllers is protected from external manipulation and the inspection using 128-bit AES and EEA 128 ciphers. The user plane and data plane between cellular devices and the baseband or basebands is encrypted using 128-bit AES. Credential Management: Access to the Network Management Portal requires	

a user password that follows strict password security policies. Repeated sign-in attempts with incorrect passwords result in user-account suspension. Additional security using Multi-Factor Authentication (MFA) can be enforced on an organizational level. The MFA functionality uses the Time-based One-Time Password (TOTP) algorithm and supports apps using the RFC 6238 standards.

User-related data, such as user certificates and credentials, is encrypted, both while in storage and while in transit between system components. EP5G implements Role-Based Access Control (RBAC) and Task Based Access Control (TBAC) to reduce the risk of potential attacks and increase security, allowing users to perform only activities approved for their user role.

The common Cellular User Database is stored on-stie only and does not contain information concerning human users that can be classified as private. For technical, troubleshooting or security purposes, basic information on cellular subscriptions, such as the International Mobile Subscriber Identity (IMSI) and International Mobile Equipment Identity (IMEI), can be transmitted through the encrypted connection to the cloud management.

Data stored in the cloud management tool is only stored for technical, troubleshooting, and security purposes and not stored on-stie, or used for any other purposes. The on-site equipment has no information about the users connected to it. The only type of data that is stored in the cloud management tool is admin and user data, such as first and last names, user names, and email addresses.

Data is not collected for bid data analytics or any type of marketing purposes and is not handed over to any external sub-processing companies for further processing.

Handling of SIM Card Authentication Data: For bulk-provisioned SIM cards provided by a SIM-card manufacturer, the secret Operator Code (OP) and Ki is encrypted, and transport keys are used to transfer them between agents. The transport key is exchanged between the enterprise and the SIM-card manufacturer only once, through encrypted communication. More than one transport key can be handled.

SIM-card authentication data is encrypted before it is stored within EP5G, and the decryption is handled automatically during SIM-card provisioning. This means that changing the system OP has no impact on the authentication of SIM cards that were provisioned before the OP was changed.

A Partner can change the OP, for example if the OP was compromised, or for site-administrative purposes.

Identity Concealment: All sim cards are given a unique subscriber identity, IMSI/SUPI, used for identification between a device and a network. To enhance the privacy of the users, the IMSI/SUPI is replaced with temporary identifiers with a SIM card connects to a network. However, authentication with temporary identifiers is only possible after the first time a SIM card has registered with a network.

A Subscription Concealed Identifier (SUCI) can be used to encrypt the subscriber identity for 5G SIM cards, maintaining privacy when registering with a network for the first time (or if the temporary identifier has been corrupted or lost). When encrypting through SUCI, a key pair consisting of a public key and a private key are used for encryption and decryption. The public key must be written to the SIM card during the Sim-card production and is used by the device to encrypt its subscriber identity. The private key must be provisioned to the network and is used for decryption.

EP5G has implemented two different ways to provision a network key pair:
- The key pair is generated by EP5G. The private key remains inside the EP5G network and stays safely stored on the network controllers. The public key is retrieved through the partner API and can be sent to the SIM-card manufacturer for production of the SIM cards.
- The key pair is generated by the CSP. The private key must be transferred to the EP5G network through the partner API for safe storage on the network controllers. The public key remains with the CSP and can be sent to the SIM-card manufacturer for the production of SIM cards.

1) Note: the possibility to use 5G identity concealment with the EP5G SIM-card writer is not yet implemented.

Connection to Cloud Management: The connection to the cloud management

is secured with Transport Layer Security (TLS) using Advanced Encryption Standard (AES) 256 with authentication through a unique private key for each network controller. The validity and authenticity of the certificate is verified by the trusted Certification Authority (CA) of Ericsson, each time a communication session is established. The certificates have a finite validity and are refreshed periodically.

Perfect Forward Secrecy (PFS) is enabled to ensure proper protection against side-channel attacks like Heartbleed or other cyber-security attacks using similar infiltration methods. Connections are only established from the network controllers to the cloud management, providing full visibility and control over connections.

During the network controller setup, the following occurs:
1) The network controllers connect to a Demilitarized Zone (DMZ) server through a secure connection.
2) The DMZ server verifies the network controllers, ensuring that they are original EP5G equipment and that no tampering has occurred.
3) The latest EP5G software is pushed to and installed on the network controllers.
4) The network controllers are assigned to a site in the Network Management Portal (NMP). This process establishes a dedicated VPN tunnel between each network controller and the cloud management, and from this point on, all management traffic is sent through it.
5) All site-specific configurations and data are pushed to the network controllers.
6) Hardware and software components, such as the radio equipment and the core network functions, are configured and started.

EPG site belonging to the same organization are isolated from other sites on a network level within the cloud management to ensure secure tenant isolation and prevent data leakage.

Cloud API: The Cloud Application Programming Interface (API) enables the integration of customized cloud applications with EP5G. The Cloud API is centered around the monitoring of Key Performance Indicators (KPIs), segments, and SIM card entries for cellular devices.

The Cloud API is based on the Representational State Transfer (REST) software architectural style and the JavaScript Object Notation (JSON) data-interchange format. Traffic is encrypted and transferred using Transport Layer Security (TLS) and Hypertext Transfer Protocol Secure (HTTPS).

Ericson does not provide a client Software Development Kit (SDK), but the Cloud API can be used with any HTTPS and JSON-enabled client software or library.

To authenticate calls to the API, the following access details are needed:
- API key
- Based URL
- Organization ID
- Site ID of the target system

Site Admins, Security Admins, and any support agents with access to a site can generate the required access details through the Network Management Portal (NMP). To view the full EP5G API specification, request access to the EP5G Portal from Ericsson Tier 2 support at support@ericsson.zendesk.com.

Integration at the Customer Site: While the cellular air-interfaces and the control signaling of EP5G can be considered fully secure, the following connections are not secured by EP5G and require consideration:
- The wired connections between a cellular gateway and connected devices
- The wired connections between the network controllers and the enterprise LAN
- The wired connection from the network controllers toward the cloud management

If there are concerns that the preceding wired connections impose a threat on the security baseline of the Operational Technology (OT), further consideration is required. For example, end-to-end security can be applied by using Transport Layer Security (TLS) together with certificate authentication.

Depending on the applied end-to-end security solution, deep packet inspection and stateful firewall policies might not work, and cellular gateways might need to add certain addresses, subnets, and ports to the routing or

forwarding allowlists.

Note: It is recommended to have the EP5G equipment rack caged and securely locked in a location with limited staff access, featuring access control and audit capabilities.

Data Privacy: The cloud management infrastructure holding data is owned by Ericsson Private 5G, making Ericsson the sole data processor from an EU GDPR perspective.
Note: Ericsson is not the sole data controller. Customers and partners of Ericsson can create and manage their own Ericsson Private 5G users.

Payload Data: Payload data, such as the data transmitted among devices in the private cellular network, is never transmitted through the cloud-management connection. EP5G currently supports only 3GPP packet data communication services. Any end-customer implementation of voice services using Over-the-Top (OTT) applications is transparent to EP5G and treated as any other payload data.

Depp package inspection functions are not enabled. There is no inspection, storage or analysis of payload packets. There is physical and logical traffic separation between the cloud-management connection and the connections to the cellular radio network and enterprise LAN.

Cradlepoint's comprehensive approach to security across all seven layers of networking ensures robust protection against a wide range of cyber threats and vulnerabilities.

Continuous Monitoring
This involves persistent oversight across all network layers, ensuring that any anomalies or threats are detected promptly.

Regular Internal, External, and Database Vulnerability Scanning
These scans are performed across all layers of the network to identify and mitigate potential vulnerabilities.

Semi-Annual Penetration Testing
This includes testing on both web applications and the network, assessing the resilience of all layers against intrusion attempts.

Zero-Trust Security Architecture
The architecture is built on zero-trust principles, meaning it does not automatically trust anything inside or outside its perimeter and instead verifies everything trying to connect to its systems before granting access.

Granular and Dynamic Policy Framework
The policies adapt based on the context of the connection, considering various factors like network, user, device, environment, application, and cellular attributes, across all network layers.

NetCloud Customer Data Segregation
NCM is a multi-tenant public-cloud SaaS solution, ensuring scalability and data protection. This segregation is crucial for protecting sensitive data and maintaining its integrity.

Encryption and Restricted Access
Customer data in Cradlepoint's production environment is encrypted both at rest (AES256) and in transit (TLS 1.2). Additionally, customer and device tokens are used to programmatically restrict queries to appropriate customer data, further ensuring that only authorized personnel can access sensitive information.

The following features collectively ensure the security of data in motion, protecting it from interception, unauthorized access, and other potential security threats:

Controlled and Monitored Environment
Cradlepoint's production environment is strictly controlled and monitored. This level of control and monitoring ensures that data in transit is protected against unauthorized access and potential vulnerabilities.

Programmatic Restrictions
Customer and device tokens are used to programmatically restrict queries to appropriate customer data, enhancing the security of data transmission.

Firewalls and Intrusion Detection/Prevention

		Cradlepoint implements an intrusion detection/protection system (IDS/IPS) throughout its product cloud infrastructure. This system likely includes firewalls and other mechanisms to detect and prevent unauthorized access and malicious activities. Access Control Access control is maintained through customer and device tokens, which programmatically restrict queries to the appropriate customer data. This level of control helps in preventing unauthorized access and ensures that data is accessed only by authorized personnel. Disaster Recovery Cradlepoint's cloud services are hosted within Amazon Web Services (AWS), which provides robust physical security, redundancy, and recovery capabilities. This includes features like externally audited data centers, continuous monitoring, multiple availability zones, and offsite backups. These measures contribute significantly to disaster recovery capabilities, ensuring that services can be maintained or quickly restored in the event of a disaster. Cloud Security ZTNA and Secure Access Service Edge (SASE) vet users and optimize data flow by inspecting traffic and applying policies based on one set of criteria. SASE — combining SD-WAN and network security capabilities into a single service model — includes Cloud Access Security Broker (CASB), Secure Web Gateway (SWG), and Firewall as a Service (FwaaS). ZTNA ensures trusted users and traffic connect to cloud-based and SaaS resources with the same restrictions as within organizational zones
74	For each of the industries listed below (as applicable), describe your understanding of the typical challenges, opportunities, use cases, and solutions for: -Airports -Cities/Governments (local and federal) -Universities/Stadiums -K-12 -Healthcare -Ports/Warehouses -Other	Airports: Challenges: • Turnaround Delays: Impacting on-time departure performance. • Operational Inefficiency: Driving up operational costs. • High-Cost MRO: Increasing demand for maintenance, repair, and overhaul labor. • Customer Experience: Need for more control and reduced waiting times. • Safety and Security: Enhanced measures, especially in the post-COVID-19 context. • Environmental Protection: Focus on reducing CO2 emissions. Example Use Cases: • Push to Talk – Voice, Video, Data: Improving communication efficiency. • Luggage Tracking: Enhancing tracking and management of luggage. • Aircraft Telematics Data Offload: Efficient data transfer for operational analysis. • Autonomous Baggage Dolly: Improving financial sustainability and environmental protection. • AGV-Baggage Handling: Streamlining baggage handling processes. • AR Wayfinding: Enhancing customer experience and reducing environmental impact. • Potable Water System Management: Optimizing water usage and management. • Elevator and Escalator Management: Efficient management of airport facilities. • Baggage System Management: Streamlining baggage handling and tracking. • Facial Biometric for Boarding: Enhancing security and customer experience. Solutions: Robust wireless networks for wide coverage, real-time data processing. Cities/Governments: Challenges: • Ensuring universal high-speed connectivity • Bridging the digital divide • Enhancing public safety and emergency response • Supporting smart city and IoT applications • Managing and analyzing large volumes of data for decision-making Example Use Cases:

- Smart traffic management and autonomous vehicles
- Public safety applications, including real-time surveillance and emergency response
- Environmental monitoring and sustainability initiatives
- Enhanced public services through IoT (waste management, lighting)
- Remote education and healthcare services

Solutions: Integrated network solutions for seamless service delivery, enhanced communication systems.

Universities/Stadiums:

Challenges:
- Traditional coverage solutions do not scale well
- Adding capacity requires headend expansion
- Remote unit and coax installation is expensive
- Difficult to provide cost effective capacity densification where needed

Example Use Cases:
- Coverage and capacity for students, faculty, and staff
- IoT devices for asset tracking, environmental monitoring, and smart building management
- Campus security and safety
- Research and innovation at innovation labs
- Mobile applications for accessing campus resources and services
- Smart parking, letting drivers know where cars can be parked
- AR/VR labs for immersive educational experiences
- Digital signage, allowing administrators to provide up-to-date information easily
- Stadiums, ensuring a positive game experience for fans *

Solutions: Scalable networks for high-density areas, advanced security features.

K-12:
•

Challenges:

- Remote Learning Connectivity: Ensuring high-bandwidth and reliable internet for distance learning.
- Digital Divide: Variance in household internet access affecting online learning.
- IT Support Limitations: Managing network configurations and troubleshooting remotely.
- Budget Constraints: Offering citywide Private LTE network affordably.

Example Use Cases:

- CBRS Spectrum Utilization: Leveraging cost-effective cellular network control and reduced operational expenses.
- Private LTE for Education: Deploying Cradlepoint's Private LTE routers to support remote learning.

Cloud-based Network Management: Utilizing NetCloud Service for security and configuration.
Solutions: Secure, reliable networks for educational content delivery, administrative efficiency.

Healthcare:

- Challenges:
- Data security
- Uninterrupted connectivity.
- Need for robust connectivity to overcome data silos
- Potential of edge applications in medical diagnostics and research
- Reliable data transfer and comprehensive coverage within healthcare facilities.

Use Cases:
- Telemedicine
- Patient data management
- Ambulance connectivity

		• Medical equipment • Asset management • Patient kiosks Solutions: Secure networks with high uptime, support for healthcare applications. Ports/Warehouses: Challenges: • Limited Yard Space: With increasing shipping volume and vessel size, optimizing yard and terminal operations is crucial. • Environmental Sustainability: Regulatory mandates require significant reduction in greenhouse gas emissions. • Digital Transformation (Ports 4.0): Need for automation and connectivity to enhance efficiency and safety. • Congestion and Gridlock: Yard congestion leads to inefficiencies and environmental impact. • Worker Safety: High risk of injury due to heavy cargo and dangerous equipment. Use Cases: • Condition Monitoring: Real-time monitoring of equipment to detect potential faults. • Automated Guided Vehicles (AGVs): Reducing accidents and improving safety with AGVs. Drones for Surveillance and Deliveries: Enhancing port security and efficiency in deliveries. • Smart Cranes with Automation and Remote Control: Increasing loading speeds and efficiencies with automated cranes. Solutions: Wide-area networks for real-time tracking, automated logistics. Other Industries: Tailored solutions based on specific industry needs, leveraging private network capabilities for enhanced efficiency and security.	
75	Describe your PWN solutions regarding IoT use cases and associated deployment maturity (ex: conceptual, lab, pilot in-progress, pilot complete, permanent deployment in-progress, permanent deployment fully commissioned, and project closed out). Describe your experience with both simple and complex IoT deployments.	Ericsson Private 5G accommodates a wide variety of use cases for both indoor and outdoor environments while integrating well with business operations, devices, and applications. As a result, companies can improve productivity, give their customers more value, and provide better working environments for employees. EP5G supports many use cases such as dynamic reconfiguration of manufacturing machines on factory floors. Additional use cases include using untethered mobile robots and drones or autonomous cranes in ports. Providing local voice services for mission critical communication, connecting mines above and underground, and monitoring asset locations are also supported. Ericsson has deployed multiple permanent, fully commissioned and commercially available Private 5G networks in the US, Canada and around the world. Cradlepoint's NetCloud Private Network (NCPN) solution for IoT use cases has been designed to provide robust, secure, and scalable connectivity for a wide range of IoT applications. NCPN enables seamless integration of IoT devices across various sectors, including manufacturing, healthcare, logistics, and smart cities. With advanced features like high bandwidth, low latency, and strong security protocols, NCPN ensures efficient data collection, real-time monitoring, and control of IoT devices, facilitating improved operational efficiency and data-driven decision-making.	*

76	Describe your solutions, services, and best practices for designing and deploying multiple geographically separated sites, as one PWN network (ex: two airports owned and operated by a city, extending enterprise systems) and as separate networks.	Multi-Location Sites: Ericsson Private 5G (EP5G) includes functionality to support sites that are distributed over multiple locations. NMP Locations: Within the NMP, it is possible to define multiple locations within a site. To distinguish these locations from the general concept of a location (a place), we refer to them, within the EP5G documentation, as NMP locations. The two network controllers and one or two Router 6675 units (if the site includes routers) are always added to one NMP location, the “default” NMP location, which is created automatically as part of site creation. The installer can choose to create additional NMP locations within the site. Basebands can be added to the same NMP location as the network controllers and to other NMP locations. Notes: • The connections between the network controllers and basebands can be direct links or be facilitated by one or two router 6675 unites. When facilitated by the router(s), the connections between the router(s0 and the basebands must be direct links. • Devices can move between the coverage areas associated with all NMP locations of a stie without having to replace SIM-cards. • Use Cases: The concept of multi-location sites can be used for two different, sometimes overlapping, purposes: To correspond with coverage areas • To correspond with the locations (places) where basebands are installed As an example of the first purpose, two basebands are installed in the same rack but they can each connect to radio equipment that provide coverage to two different areas on the enterprise premises. The basebands are then added to two different NMP locations, even though they are both installed in the same rack. As an example of the second purpose, two basebands are installed in different buildings. The radio equipment that connects to each baseband together provide coverage for one large area. The two basebands are added to separate NMP locations that relate to where they are installed rather than having anything to do with coverage areas. One use case that requires the arrangement in the second example is if the site only includes two baseband that connect directly to the network controllers without a router or routers. Because of two basebands are in different buildings and do not get GNSS synchronization from a router or routers, they each need separate GNSS synchronization. Within the NMP, delay compensation for GNSS synchronization is configured per NMP location. When using the GNSS Sync packages to provide GNSS synchronization to the basebands, the cables between GNSS antennas and receivers will have different lengths, so to configure GNSS delay compensation correctly, the basebands must be added to separate NMP locations. Notes: • Radio Processor 6339 is delivered with the dedicated GNSS equipment, including GNSS antenna that is mounted on the baseband itself. If both basebands are of type Radio Processor 6339, they can be added to the same NMP location if desired. This is possible because the cabling lengths are always the same which means that the required GNSS delay compensation will also be the same. • For sites with one or two router 6675 units, the GNSS receiver or receivers are connected to the router or routers that are included in the default location. All basebands receive synchronization form the router or routers and GNSS delay compensation is configured only for the default location. NCPN supports SIM groups, and Radio Groups. Radio Groups (geographically separate sites or networks) can be associated to multiple SIM groups, so the devices can roam among multiple NCPN networks.	*

77	Describe your products and services offered for: -Maintaining seamless and continuous connectivity of EUDs -Traversing between PWNs of the same and different PWN manufacturer solutions -Ownership by the same (ex: delivery trucks driving between local, regional, national warehouses) and different Enterprise (ex: aircraft interoperability between airport PWNs)	Ericsson Private 5G is fully compliant with standard 3GPP cellular features and supports mobility, session continuity and seamless connectivity. Cradlepoint's SD-WAN solution, NetCloud Exchange (NCX) is uniquely positioned to ensure seamless and continuous connectivity fo EUDs across diverse environments including PWNs. Our products and services excel in the following key areas: Maintaining Seamless Connectivity of EUDs: Cradlepoint's SD-WAN is designed to provide uninterrupted connectivity for EUDs, ensuring a seamless user experience even in dynamic and challenging network conditions. Built from the ground up with a focus on cellular connectivity, NCX optimizes network paths, mitigates latency, and intelligently manages traffic to guarantee a reliable and consistent connection. Traversing Between PWNs of Different Manufacturers: NCX SD-WAN is interoperable across Private Wireless Networks from various manufacturers. NCX excels in seamlessly traversing between PWNs, whether they are from Ericsson, Cradlepoint or third-party manufacturers. This flexibility ensures compatibility and efficient data transfer, enabling organizations to deploy a heterogeneous network infrastructure without compromising connectivity. Supporting Ownership by the Same and Different Enterprises: Cradlepoint's SD-WAN caters to diverse enterprise scenarios, including ownership by the same enterprise (e.g., delivery trucks moving between local, regional, and national warehouses) and different enterprises (e.g., aircraft interoperability between airport PWNs). Our solution offers robust security, intelligent traffic management, and seamless transitions between networks, facilitating efficient data communication and connectivity across a spectrum of ownership scenarios. In summary, Cradlepoint's NetCloud Exchange (NCX) solution is the ideal choice for maintaining connectivity, traversing diverse PWNs, and supporting ownership scenarios within and between enterprises, making it a comprehensive and reliable solution for private cellular networks	*
78	Describe how your solutions and offerings will support future load-sharing of wireless communications between WiFi, Distributed Antenna Systems (DAS), CBRS, and other communications technologies.	Load sharing between different technologies is dependent upon the end user devices for the technology they have a preference to connect for communication. If customer has different access technologies and common application/enterprise applications server. Enterprise user can talk to applications with different technologies as far as they have common Enterprise application servers.	*

79	Describe how your PWN can operate and be managed as a converged, unified, and integrated extension of other enterprise telecommunications networks and infrastructure solutions (cabled and wireless).	Enterprise-LAN Connection: EP5G requires a connection to a wired network on the premises, referred to in this document as the enterprise LAN. The logical interface on the network controllers used to connect to the enterprise LAN is Ext-O. The enterprise LAN is used to facilitate traffic using the Virtual Router Redundancy Protocol (VRRP), required by the segment-to-VLAN mapping functionality, including traffic between the network controllers. Therefore, the networking equipment in the enterprise LAN must provide bridging between the two network controllers. The connection to the enterprise LAN must use static IP address assignment. DHCP is not supported. EP5G functions as a router between the cellular network and the enterprise LAN, so the following IP-address ranges must be considered: • IP-address ranges used on the enterprise LAN • IP-address ranges used internally by the EP5G system • IP-address ranges assigned to segments in the Network Management Portal and used to assign IP addresses to the SIM cards of cellular devices. Careful planning is required to avoid IP-address conflicts. For more information, see document Network Preparations. Segments and VLANs: EP5G uses network segments for traffic separation and for managing quality of service. For more information about IP addresses and segments, see About Segments and IP Address Ranges on page 30. For more information about managing quality of service, see Quality of Service on page 32. See file TD SYNNEX Response – Additional Document.pdf page 187. During installation of EP5G, default network segment is created. As part of the installation, the installer is asked to input the IP address for a DNS server on the enterprise LAN. Once installation is complete and the site is active, IP addresses for DNS servers on the enterprise LAN are configured on a segment level. The DNS server IP address set during installation can be changed through editing the default segment. The enterprise LAN DNS server for each segment must be reachable through the VLAN that each segment is mapped to. Enterprise IT and industrial OT networks typically use VLANs. EP5G includes support for VLANs by mapping network segments to VLANs, enabling end-to-end traffic isolation across the cellular network and the enterprise LAN. VLANs can be added, edited, and removed from the Network Management Portal. The mapping works so that: • A network segment on the cellular radio network can be mapped to one VLAN on the enterprise LAN, tagging the network segment's traffic with a configurable VLAN ID. • Multiple network segments can be mapped to the same VLAN. Note: In the initial state after a site has been set up, all traffic will be untagged by default. Tagged traffic will not work until the customer configures the VLAN Support feature with at least one tagged VLAN. The segment to VLAN mapping has the following requirements and limitations: • For each additional VLAN created by the customer, three additional IP addresses, unused on the enterprise LAN are need – two for the network controllers and one for the VLAN itself. The segment to VLAN features uses Virtual Router Identifiers (VRID). One VRID unused on the enterprise LAN is needed for each VLAN.	*
80	Describe your ability to integrate with distributed antenna systems.	The EP5G domain proxy includes support for Passive DAS (Passive Distributed Antenna System). Passive DAS is a clustered installation of antennas to extend cellular network coverage in areas without adding additional radios. Multiple passive antennas are connected to the radio through one or more splitters to the cover a larger area. NCPN is based on CBRS which operates as an alternative to distributed antenna systems (DAS) and Wi-Fi.	*

81	Describe your PWN solutions regarding IoT use cases and associated deployment maturity (ex: conceptual, lab, pilot in-progress, pilot complete, permanent deployment in-progress, permanent deployment fully commissioned, and project closed out).	Developed and optimized for use cases, Ericsson Private 5G accommodates a wide variety of use cases for both indoor and outdoor environments while integrating well with business operations, devices, and applications. As a result, companies can improve productivity, give their customers more value, and provide better working environments for employees. EP5G supports many use cases such as dynamic reconfiguration of manufacturing machines on factory floors. Additional use cases include using untethered mobile robots and drones or autonomous cranes in ports. Providing local voice services for mission critical communication, connecting mines above and underground, and monitoring asset locations are also supported. Ericsson has deployed multiple, permanent, fully commissioned and commercially available Private 5G networks in the US, Canada and around the world. With NCPN, the unmatched capacity of 5G means more devices can be connected to the network at once — in some cases, as many as 1 million devices per square kilometer (0.386 square miles). Many of these devices require large amounts of bandwidth to perform their designated functions. This includes applications for robust smart cities, AI-enabled image recognition, immersive and interactive kiosks, real-time digital signage, and more.	*
82	Describe your approach, process, and timeline for testing and implementing software updates to the PWN.	Fully tested updates/upgrade to the Ericsson Private 5G systems are included as part of the subscription service. These are made available thru the Network Management Portal (NMP). When a new software update becomes available, the Site Admin is asked to schedule a time for the update to happen to avoid any disruptions to customer operations. Updates to the network controller software are always performed consecutively. Management capabilities are temporarily disabled, and one network controller is taken out of service. There is a brief service disruption for traffic that was handled by the out-of-service network controller as the baseband reallocates the traffic to the other network controller. NetCloud OS (NCOS) has a monthly release schedule with each release possibly including new features, UI & usability changes, defect fixes, or security fixes. Any changes included in each release are documented in the monthly release notes and the PDF downloads are provided on the Cradlepoint Connect website. Release notes are available for 24 months.	*
83	List and describe your various core solution options offered (ex: on-premises, cloud, hybrid, distributed, core services platform) and key differentiators. For each solution, describe the your experience deploying and managing the solution.	EP5G includes core services platform on premises that offers resiliency with redundant network controllers, which means there are two network controllers with two dual-mode core instances always deployed in active-active mode. If one network controller fails, devices reconnect to the other network controller. Device IP addresses are preserved to enable service continuity. The EP5G solution supports Mixed Mode deployment meaning it can support 4G and 5G RAN operations in parallel.	*
84	Describe your solutions for connecting end user devices that do not natively support PWNs. Note which of your solutions apply to 4G, 5G, and 4G/5G combined networks.	The EP5G solution supports LTE,NR and Mixed Mode deployment meaning it can support 4G and 5G RAN operations in parallel. The end user devices that do not natively connect to PWN's can be connected to a 4G or 5G gateway, router, or modem (e.g., Cradlepoint R1900) which can then connect to the PWN. EP5G supports routing behind mobile station feature. Routing behind Mobile Station (MS) allows enterprises to connect several devices behind a 4G or 5G gateway, router, or modem. 4G or 5G routers supporting this feature can assign different subnets for devices behind them. These subnets are also mapped in EP5G and are made reachable from the enterprise LAN.	*
85	Describe your mobile edge computing (a.k.a. multi-access edge computing) (MEC) PWN solutions and their key differentiators. For each, describe your experience deploying and managing the solution, as well as associated use cases.	Multi-Access Edge Computing moves the computing of traffic and services from a centralized cloud to edge of the network. These servers can be connected directly to the Enterprise network through a router and Enterprise network users can get data to/from those MEC applications through the private network.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide an additional explanation in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	

86	Assessment and strategy	(•) Yes ( ) No	With the increase in network management needs, customers are looking to partners for support, from providing a differentiated offering to managing an enterprise customer networking infrastructure. TD SYNNEX' reseller partners sell Cradlepoint solutions as well as additional services such as design, integration, and implementation. TD SYNNEX' Authorized Partners will be the main points of contact for any customer's specific use case. These Partners are specialists in the NCPN solution through training, lab installations and testing, and Cradlepoint's verification of the Partner's on-site lab. These Partners are experts in assessing the customers' needs and working up the strategy for implementation of the NCPN solution from concept to installation and verification.	
87	Network design, migration, and deployment, including network configuration and Spectrum Access System (SAS) registration	(•) Yes ( ) No	TD SYNNEX' Cradlepoint-Authorized Partners are trained and equipped to design, migrate and deploy the NCPN solution. A subscription to a SAS Server is included with a NCPN license and will be set up as part of the NCPN deployment.	*
88	Acquisition and installation of needed equipment to support the private wireless network	(•) Yes ( ) No	Cradlepoint products are sold through and installed by a network of trained, certified, and trusted Partners. NCPN specialization requires Partners to: • complete technical and sales training • be CBRS certified installer (required by FCC); • complete NCPN Solution Engineer training; • create a lab environment at partner facility and validated by Cradlepoint; • document project management process for PCN deployments; • maintain competency in RF planning & design platforms; • maintain competency in Private cellular or Enterprise Wi-Fi; • maintain technical proficiency in packet core architecture; • maintain a strong understanding of routing and switching fundamentals; • offer professional installation services including structured cabling & low voltage; and • be licensed and bonded in the state(s) of operation and conform to national electric standards and codes.	*
89	Ongoing operations, maintenance, planning, expansion, and upgrading of the private wireless network and related components	(•) Yes ( ) No	An active, continuous, and fully paid-up NetCloud subscription includes access to Cradlepoint support for operations, maintenance, and warranty support. NetCloud Private Networks are built to scale with your business, helping you solve real-world business challenges and offer the flexibility to embrace new ways of doing business. NCPN expansions and upgrades.	*
90	Related network component solutions, such as private wireless network (PWN) cores, SIMs, radio access networks (RANs), gateways, end user devices (EUDs), network management tools, and products	(•) Yes ( ) No	The full Cradlepoint catalog offers the full suite of network components to build an end-to-end private cellular network. In addition to the products listed, the Cradlepoint offering includes a robust single-pane-of-glass network management tool, SASE security, continuous training and support. Training, warranty and support are included with a NetCloud subscription at no additional cost. NetCloud Private Networks (NCPN) utilizes a unified cloud management and orchestration experience that delivers SD-WAN, enterprise-class security, cellular intelligence, and advanced analytics at the edge through full interoperability with NetCloud Manager (NCM) — all managed through a single pane of glass. NCM intelligently integrates the CBRS Spectrum Access System (SAS) to manage and prevent interference. To optimize network coverage and QoS, RF planning tools are included as part of NCM. Mobility Gateway Built around a converged 4G cellular core, NCPN has the flexibility to be deployed on the enterprise premises, thus enabling enterprises to maintain their data locally while still benefitting from the power of cloud-based configuration and	

			policy management. With this inherent flexibility, the NCPN Mobility Gateway enables secure access to enterprise data services from authenticated cellular endpoints. Cellular Access Points The NCPN solution includes plug-and-play Cellular Access Points (CAPs) that support the 4G LTE CBRS spectrum band 48. Sometimes referred to as small cells, these CAPs form the private Radio Access Network (RAN) that cellular endpoints and clients connect to and are authenticated through the Mobility Gateway. CAPs rated for indoor locations (A2400) and outdoor environments (A2405) work together to create contiguous private network connectivity across the entire enterprise location. NetCloud Private SIM-Enabled Routers and Endpoints Subscriber Identity Module (SIM) cards are critically required by every cellular network to authenticate edge devices such as cellular routers/adapters and cellular clients such as cell phones, tablets, and barcode scanners. In fact, any device that incorporates a Cradlepoint Private SIM card or Private eSIM can gain controlled access to NCPN — including third-party endpoints and routers. However, to realize the benefits of a fully converged and centrally managed system, Cradlepoint CBRS routers and adapters are the preferred endpoint solution for connections to the LAN or SIM-less edge devices. WAN Edge Router The WAN Edge Router connects the on-premises equipment, including the Mobility Gateway and Cellular Access Points (CAPs), to the Internet and remote data centers. Depending on the deployed NCPN architecture, the WAN Edge Router may also connect remote CAPs at a site to a centralized Mobility Gateway in a datacenter. For the best end-to-end management, policy orchestration, and user experience, this WAN Edge Router may be a Cradlepoint device, but third-party devices are also compatible with NCPN and may be a better fit for some network architectures. Private Network Endpoints Cradlepoint routers and adapters are fully compatible with NetCloud Private Networks and Ericsson Private 5G and feature end-to-end cloud management, orchestration, and security solutions. Choose your endpoint with specialized product attributes including PoE, Wi-Fi 6, container orchestration, hazardous location ruggedization, gigabit Ethernet, and many more. Cradlepoint Authorized Resellers are experts in understanding a customer's needs and will work proactively with the customer to ensure related network component solutions are included in the full NCPN product.	

Table 14C: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide an additional explanation in the text box provided, as necessary.

Line Item	Category	Product/Service	Offered	Explain *
91	System Features and Capabilities:		(•) Yes ( ) No	See below.
92		Multi-tenant support (network segmentation/slicing)	(•) Yes ( ) No	Yes. Enterprise-LAN Connection: EP5G requires a connection to a wired network on the premises, referred to in this document as the enterprise LAN. The logical interface on the network controllers used to connect to the enterprise LAN is EXT-0. The enterprise LAN is used to facilitate traffic using the Virtual Router Redundancy Protocol (VRRP),

				required by the segment-to-VLAN mapping functionality, including traffic between the network controllers. Therefore, the networking equipment in the enterprise LAN must provide bridging between the two network controllers. The connection to the enterprise LAN must use static IP address assignment. DHCP is not supported. EP5G functions as a router between the cellular network and the enterprise LAN, so the following IP-address ranges must be considered: • IP-address ranges used on the enterprise LAN • IP-address ranges used internally by the EP5G system • IP-address ranges assigned to segments in the Network Management Portal and used to assign IP addresses to the SIM cards of cellular devices. Careful planning is required to avoid IP address conflicts. Segments and VLANs: EP5G uses network segments for traffic separation and for managing quality of service. For more information about IP addresses and segments, see About Segments and IP Address Ranges on page 30 (See file TD SYNNEX Response – Additional Document.pdf page 222) . For more information about managing quality of service, see Quality of Service on page 32 (See file TD SYNNEX Response – Additional Document.pdf page 224). During installation of EP5G, default network segment is created. As part of the installation, the installer is asked to input the IP address for a DNS server on the enterprise LAN. Once installation is complete and the site is active, IP addresses for DNS servers on the enterprise LAN are configured on a segment level. The DNS server IP address set during installation can be changed through editing the default segment. The enterprise LAN DNS server for each segment must be reachable through the VLAN that each segment is mapped to. Enterprise IT and industrial OT networks typically use VLANs. EP5G includes support for VLANs by mapping network segments to VLANs, enabling end-to-end traffic isolation across the cellular network and the enterprise LAN. VLANs can be added, edited, and removed from the Network Management Portal. The mapping works so that: • A network segment on the cellular radio network can be mapped to one VLAN on the enterprise LAN, tagging the network segment's traffic with a configurable VLAN ID. • Multiple network segments can be mapped to the same VLAN. • Note: In the initial state after a site has been set up, all traffic will be untagged by default. Tagged traffic will not work until the customer configures the VLAN Support feature with at least one tagged VLAN. The segment to VLAN mapping has the following requirements and limitations: • For each additional VLAN created by the customer, three additional IP addresses, unused on the enterprise LAN are need – two for the network controllers and one for the VLAN itself. • The segment to VLAN features uses Virtual Router Identifiers (VRID). One VRID unused on the enterprise LAN is needed for each VLAN. NCPN allows network slicing by SIM Group. For example, an enterprise could deploy a private LTE	*

				network in a factory to assign different QoS levels to assets including security cameras, sensors, automated guided vehicles (AGVs), employee tables, and more. With SIM-based slicing, the enterprise can place subsets of devices on individual slices to achieve specific performance and traffic management goals. Enterprises can leverage traffic handling capabilities by prioritizing SIMs on a private cellular network. Businesses can achieve desired QoS with the added benefit of having more control over the traffic on their network. Enable SIM based slicing by following these simple steps: • Grouping: Assign SIMs (devices) to logical groups that will have the same QoS SLAs. • Access: Decide which networks and subnets a slice can access. • Performance: Assign QoS Class Identifiers (QCI) and throughput rate limits based on desired service levels. • Integration: Assign a DSCP value to define how the slice traffic will be prioritized on the wired LAN. NCPN SIMs can be associated with multiple NCPN networks to allow for private-to-private NCPN roaming.	
93		Roaming from: Private-to-public networks Public-to-private networks Private-to-private networks	◉ Yes ○ No	Ericsson Private 5G supports the configuration of an external PLMN to allow externally created SIMs (that are based on the external PLMN) to connect to the private 5G network. The external SIMs must have the Private PLMN configured as an Equivalent Home PLMN (EHPLMN), and the IMSI and keys of the SIM must be provisioned using the bulk provisioning API. If the IMSI and keys are also provisioned in another (typically private) network, a device using the SIM will be able to connect to both networks. The condition (such as network coverage loss) at which the device will switch between the network is subject to device behavior. Private-to-Private is a feature of NCPN, as a SIM can be associated to multiple NCPN networks. Private-to-public and public-to-private are not currently supported.	*
94		Performance monitoring	◉ Yes ○ No	EP5G provides Service Level Agreement (SLA) monitoring and Key Performance Indicated (KPI) tools. The performance of a site will be verified at installation and handover. The Watchdog app, available for Android-based devices and as headless software running on a custom industrial gateway, referred to as the industrial Watchdog device, allows constant monitoring and verification of the system network performance. The performance monitoring is displayed on the screen of Android-based devices and in the Network Management Portal. EP5G has different monitoring options. The NMP enables users to perform the following actions: • React on alarms and events • Monitor system security status through the NMP Security Dashboard • Identify equipment status presented on the NMP Dashboard • Identify parts of the network that are disabled or malfunctioning • Solve basic network malfunctions • View spectrum usage NetCloud Manager (NCM) offers a variety of dashboards where you can monitor the components	

				of your NetCloud Private Network (NCPN). • Private Cellular Dashboard: From the Dashboard page you can monitor traffic usage and clients of your NCPN. The page display the following tiles: - Traffic Usage - Connected Clients - Traffic Usage by SIM Group - Connected Clients by SIM Group • Mobility Gateway Dashboard: The Home tab displays cards about each interface (Management, PDN, SECGW, and WAN) of a Mobility Gateway. Information about each interface includes the following: - Name: Interface Name - Status; Current Status of the interface - IPv4 Address: IP Address used by the Cellular APs - Uptime: Uptime of the individual interface, which indicates the stability of interface. • Mobility Gateway Data Usage: From the Data Usage tab, you can view details about traffic usage and connected clients: - Traffic Usage – the line graph shows upload, download, and total traffic for gateway during a specified time period. Click "total", "upload", or "download" to display or hide each data line. - Connected Clients – The line graph shows the total number of unique clients and the number of client connections during a specified time period. • Mobility Gateway Health Data: From the Health tab, you can view details about the health of a Mobility Gateway at several levels: UE, Control Plane, and Platform. This is useful for monitoring the overall health of the Mobility Gateway, identifying trends in performance, and helping to troubleshoot issues. - UE: The UE tab shows UE attach and authentication failures during a specified time period. UE Attach Failure Rate: Shows the total number of attach requests and the percentage of attach failures for the specified time frame. Data available includes the number of requests, successes, and failures. UE Authentication Failure Rate: This tile shows the total number of authentication requests and the percentage of authentication failures for a specified time frame. Data available includes the number of requests, successes, and failures. - Control Plan: The Control Plan tab shows the failure rate for S1 setup. S1 Setup Failure Rate: Shows the total number of S1 setup requests and the percentage of failures for a specified time frame. Data available includes the number of requests and failures. - Platform Health: The platform tab shows data usage of the Mobility Gateway. Control Plan CPU (Avg): Shows the percentage of CPU usage for the Mobility Gateway as well as the trend of the CPU usage during a specified time period. If there are multiple CPUs in use for a Mobility Gateway, the tile shows the average for all CPUs. System Memory (Avg): Shows the percentage of memory usage for the Mobility Gateway as well as the trend of the memory usage during a specified time period. • Cellular AP Dashboard: Data for each Cellular AP is available. Click on the CAP name to view: - Summary Tab includes: Ethernet Status – current state and link speed as well as the MAC And IP address details. Cellular Radio Status – current state of the	*

				cellular radio and details about the PCN network name, number of active clients and total traffic. Mobility Gateway Connectivity – status of the IPsec tunnel and S1 interface and IP address for the Mobility Gateway. CBRS Spectrum Status – status and details about the CBRS Spectrum, including the Tx Power, Channel and Spectrum range. - License Tab shows the current license, expiration date and days remaining on the license. - Details tab shows the following information about the chosen Cellular AP Name – Name of the Cellular AP Admin State – Current state of the Cellular AP (Enabled/Disabled) Model No. Serial No. MAC Address CBRS Category – configured by the Certified Professional Installer (CPI) Synchronization – time sync method used by the CAP (Free running, PTP, or GPS/GNSS) Tx Power – granted transmit (Tx) power Bandwidth – channel bandwidth configured for the CAP Latitude & Longitude – location of CAP, configured by the CPI Height – Distance of the CAP above ground or sea level, configured by the CPI Azimuth – Horizontal angel of CAP as measured clockwise from the north, configured by the CPI Downtilt – downtilt of the CAP, configured by the CPI • Cellular AP Data Usage: The Traffic Usage graph shows upload download, and total traffic for the Cellular AP during a specified time period. The graph can show usage over time and can help when planning or troubleshooting issues. Click Total, Upload, or Download to display or hide each data line. • Cellular AP Health Data: From the Health Tab you can view details about the health of a Cellular AP including UE and SAS data. This is useful in monitoring the overall health of a Cellular AP, including trends in performance, and helping to troubleshoot issues. Set a time period for the health data using drop-down calendar menu. - UE Handover Failure Rate – shows the total number of handover requests and percentage of failures for the specified timeframe for the CAP. - CBRS SAS SAS Registration Failure Rate – shows the total number of SAS registration requests and the percentage of failures for the specified time frame for the CAP. SAS Grant Request Failure Rate: Shows the total number of SAS grant requests and the percentage of failures for the specified time frame for the Cellular AP.	

95		Multi-network roaming	(•) Yes ( ) No	Ericsson Private 5G supports the configuration of an external PLMN to allow externally created SIMs (that are based on the external PLMN) to connect to the private 5G network. The external SIMs must have the Private PLMN configured as an Equivalent Home PLMN (EHPLMN), and the IMSI and keys of the SIM must be provisioned using the bulk provisioning API. If the IMSI and keys are also provisioned in another (typically private) network, a device using the SIM will be able to connect to both networks. The condition (such as network coverage loss) at which the device will switch between the network is subject to device behavior. NCPN SIMs can be associated to multiple NCPN networks to allow for private-to-private network roaming.
96		Radio site capacity	(•) Yes ( ) No	EP5G provides the ability to expand the radio-network of already installed and running sites, giving enterprises the ability to integrate new basebands in the main location or in remote locations without requiring a reinstallation, thereby minimizing downtime. EP5G provides maximum capacity with the Radio by defining up to 5 x 20Mhz cells per radio for LTE only configuration and 2 x 40Mhz cells per radio for NR only configuration. The ability to have multiple cells per radio enhances network capacity, performances and throughput by using Carrier aggregation provided the device supports it.
97		Bandwidth and throughput	(•) Yes ( ) No	User throughput varies depending on radio conditions, device capabilities and network load. Example: Below are some throughput details for a single 40MHz channel: Configuration: TDD Pattern: DDDSUUDDDD. SSF (6:4:4). Device assumptions: 4x4 MIMO on downlink and 2x2 MIMO on uplink. Peak throughputs for a 40 MHz channel : UL 80 Mbps, DL 603.6 Mbps (Peak Throughput) theoretical values. UL 55 - 60 Mbps, DL 350 Mbps (Measured Throughput) – for excellent SINR conditions.
98		Mode (4G only, 4G to 5G Upgrade, 4/5G mixed mode, 5G only)	(•) Yes ( ) No	The EP5G solution leverages a dual mode core that supports 4G and 5G RAN operations in parallel. Ericsson Radio System supports 4G and 5G in mixed mode fashion. The NCPN core supports 4G, 4G to 5G upgrade, 4/5G mixed mode, and 5G only. Currently, radios only support 4G with 5G only radios on the product roadmap.

99		Quality of Service (QoS)	(•) Yes ( ) No	Ericsson Private 5G uses network segments for traffic separation and for managing quality of service. These are network segments within a site, which on the cellular side are also known as Access Point Names (APNs) in 4G networks and Data Network Names (DNNs) in 5G networks. A DNN or APN corresponds to a subnet. These will interface to different VLANs for integration with enterprise network. A device can be assigned to belong to a segment at the provisioning time. Device category segmentation can be accomplished by assigning all the devices of a certain type to a segment (APN). QoS settings on your NetCloud Private SIM can be set in NetCloud Manager. These SIMs can be used in Cradlepoint or 3rd party routers/adapters. Enterprises can leverage traffic handling capabilities by prioritizing SIMs on a private cellular network. Businesses can achieve desired QoS with the added benefit of having more control over the traffic on their network. Enable SIM based slicing by following these simple steps: • Grouping: Assign SIMs (devices) to logical groups that will have the same QoS SLAs. • Access: Decide which networks and subnets a slice can access. • Performance: Assign QoS Class Identifiers (QCI) and throughput rate limits based on desired service levels. • Integration: Assign a DSCP value to define how the slice traffic will be prioritized on the wired LAN.
100		Network Slicing	(•) Yes ( ) No	Ericsson Private 5G uses network segments for traffic separation and for managing quality of service. These are network segments within a site, which on the cellular side are also known as Access Point Names (APNs) in 4G networks and Data Network Names (DNNs) in 5G networks. A DNN or APN corresponds to a subnet. These will interface to different VLANs for integration with enterprise network. A device can be assigned to belong to a segment at the provisioning time. Device category segmentation can be accomplished by assigning all the devices of a certain type to a segment (APN).
101	Network Components:		(•) Yes ( ) No	See below.
102		High Availability	(•) Yes ( ) No	EP5G solution includes Network Controllers. The network controllers are compact, lifecycle-managed networking appliances that are implemented as a pair of redundant servers, enabling high-availability and zero downtime maintenance capabilities. If there is a failure in the software or hardware of one network controller, a brief disruption to the traffic that was handled by the failed network controller, not lasting more than a few seconds, will follow as the baseband reallocates traffic to the other one. The software that runs on the network controllers is a cornerstone of Ericsson Private 5G. High Availability (HA) is available through redundant Mobility Gateways which provide network resiliency in case on experiences an outage. The type of HA available is Warm Standby. HA pairs must be on-premises.

103		Indoor RAN	(•) Yes ( ) No	Ericsson Private 5G leverages best in class Ericsson Radios portfolio and can use Indoor, Outdoor, Micro RAN Ericsson Radio Products The plug-and-play Cellular Access Points (CAPs), deployed as part of the NCPN solution, support the 4G LTE CBRS spectrum band 48. Sometimes referred to as small cells, these CAPs form the private Radio Access Network (RAN) that cellular endpoints and clients connect to and are authenticated through the Mobility Gateway. CAPs rated for indoor locations (A2400) and outdoor environments (A2405) work together to create contiguous private network connectivity across the entire enterprise location.	*
104		Outdoor RAN	(•) Yes ( ) No	Ericsson Private 5G leverages best in class Ericsson Radios portfolio and can use Indoor, Outdoor, Micro RAN Ericsson Radio Products The plug-and-play Cellular Access Points (CAPs), deployed as part of the NCPN solution, support the 4G LTE CBRS spectrum band 48. Sometimes referred to as small cells, these CAPs form the private Radio Access Network (RAN) that cellular endpoints and clients connect to and are authenticated through the Mobility Gateway. CAPs rated for indoor locations (A2400) and outdoor environments (A2405) work together to create contiguous private network connectivity across the entire enterprise location.	*
105		Open/proprietary RAN	(•) Yes ( ) No	EP5G is a fully pre-packaged LTE and 5G (NR) system in a box with all the components internetwork with each other. NCPN is proprietary RAN.	*
106		Open/proprietary Core	(•) Yes ( ) No	EP5G is a fully pre-packaged LTE and 5G (NR) system in a box with all the components internetwork with each other. NCPN is Proprietary Core.	*
107		SIMs	(•) Yes ( ) No	With the introduction of the ability to write 5G SIM cards locally with the included SIM-card writer, new 5G-specific services and the enhanced security implicitly connected to these services will be available for all SIM cards used with EP5G. This includes support for 5G identity concealment and storage of sensitive parameters inside the data structure of the SIM cards instead of being stored inside cellular devices. Note: 5G identity concealment will ensure that SUCI encryption is done on the SIM cars. This offers enhanced security and higher compatibility with 5G cellular devices than the alternative of performing SUCI encryption on the cellular devices. NetCloud Private SIMs inside Cradlepoint endpoints or 3rd party cellular clients are required.	*
108		End User Devices	(•) Yes ( ) No	Cradlepoint has several private cellular end user devices (UEs) in the portfolio.	*

109		Gateways	(•) Yes ( ) No	Cradlepoint NetCloud Private Networks (NCPN) Mobility Gateway (NCPN Mobility Gateway) is deployed as a Virtual Machine (VM) and acts as the heart of NCPN, facilitating connections between remote sites and resources and enforcing routing and policy decisions. NCPN Mobility Gateway provides the foundation for NCPN. As the customer-hosted mechanism for NCPN, the NCPN Mobility Gateway works in conjunction with NetCloud Manager, Cellular Access Points, SIMs, routers, and the Spectrum Access Service to provide private cellular communications. Delivered in virtual form factor, for deployment on premises, the NCPN Mobility Gateway is easily provisioned using Cradlepoint NetCloud and managed like other Cradlepoint solutions. Currently the following Mobility Gateway VM are supported: • VMware ESXi • KVM • AWS	*
110	Design and Installation Services:		(•) Yes ( ) No	See below.	
111		RF Design	(•) Yes ( ) No	RF Design will be completed by one of our NCPN certified Reseller Partners with support of the Cradlepoint Team.	*
112		System Design	(•) Yes ( ) No	System Design will be completed by one of our NCPN certified Reseller Partners with support of the Cradlepoint Team.	*
113		Radio Installation	(•) Yes ( ) No	Radio Installation will be completed by one of our NCPN certified Reseller Partners with support of the Cradlepoint Team.	*
114		Core Installation	(•) Yes ( ) No	Core Installation will be completed by one of our NCPN certified Reseller Partners with support of the Cradlepoint Team.	*
115		System integration and testing	(•) Yes ( ) No	TD SYNNEX offers system integration and testing.	*
116		Application integration support	(•) Yes ( ) No	TD SYNNEX has the capability through our Pre-sales team to design application integration support. ServiceSolv field services teams are able to provide full installation services.	*

117		Network slicing	◉ Yes ○ No	EP5G uses network segments for traffic separation and for managing quality of service. These are network segments within a site, which on the cellular side are also known as Access Point Names (APNs) in 4G networks and Data Network Names (DNNs) in 5G networks. A DNN or APN corresponds to a subnet. These will interface to different VLANs for integration with enterprise network. A device can be assigned to belong to a segment at the provisioning time. Device category segmentation can be accomplished by assigning all the devices of a certain type to a segment (APN). NCPN allows network slicing by SIM Group. For example, an enterprise could deploy a private LTE network in a factory to assign different QoS levels to assets including security cameras, sensors, automated guided vehicles (AGVs), employee tables, and more. With SIM-based slicing, the enterprise can place subsets of devices on individual slices to achieve specific performance and traffic management goals. Enterprises can leverage traffic handling capabilities by prioritizing SIMs on a private cellular network. Businesses can achieve desired QoS with the added benefit of having more control over the traffic on their network. Enable SIM based slicing by following these simple steps: • Grouping: Assign SIMs (devices) to logical groups that will have the same QoS SLAs. • Access: Decide which networks and subnets a slice can access. • Performance: Assign QoS Class Identifiers (QCI) and throughput rate limits based on desired service levels. • Integration: Assign a DSCP value to define how the slice traffic will be prioritized on the wired LAN.
118		Operations, Maintenance and Administrative Services:	◉ Yes ○ No	The EP5G solution includes full LCM services in our subscription package to upgrade the SW with each new release, typically twice a year. In the event that HW components reach end of life, Ericsson will provide a compatible replacement in accordance with the roadmap of the solution along with associated commercial terms.
119		Spectrum Access System	◉ Yes ○ No	The EP5G CBRS domain proxy for 4G and 5G: • If FCC Part 96 certified • Provides one secure point in the enterprise network for interfacing with the SAS • Has one set of security certificates for Transport Layer Security (TLS) • Is deployed on both network controllers in an active-active configuration, ensuring that in case of a node crash, the surviving node retains the configurations and GRANTs to continue transmission • Combines GAA and PAL spectrum efficiently to maximize spectrum availability for radios • Supports Radio 4408 with external antennas in both indoor and outdoor settings, including passive DAS-type deployments • Can assign spectrum to 4G and 5G cells within a radio simultaneously without requiring additional deployments, saving cost to enterprises • Responds to SAS messages for power reconfiguration and makes necessary configuration changes and reapplies for GRANT automatically A subscription to a SAS Server is included with your NCPN license.

DocuSign Envelope ID: D56A6B04-DD17-483F-B1C1-00FD44D0E751

12		Network monitoring	◉ Yes ○ No	Ericsson Private 5G offers commercial support e.g. Silver services with an agreed SLA (system uptime) for both the on-premises equipment and the cloud based components which is measured and reported on a monthly basis. The subscription package includes a distinct set Service Level Objectives (SLO) regarding issue response times and resolutions. Ericsson provides Tier-2 and Tier-3 support for the end-to-end solution (cloud based components and on-premises equipment). Support includes: • Proactive monitoring and issue resolution of Management as a Service and Network Service. • Crisis and troubleshooting escalation point for Partners' Tier 1 support teams. • Provide Partners' Tier 1 support teams with FAQ articles and knowledge base (KB) through EP5G support portal. • Provide regular reviews on the status of the issues escalated by Partners' Tier 1 support teams. • Provide configuration, Software Updates, and Software Upgrades, for issue resolution. • Create and maintain system alarms and notifications. • Root Cause Analysis The Ericsson Tier-2 Network Support team is available for escalation of Tier-1 support issues. Tier-1 will utilize an incident management system provided by Ericsson to escalate issues to Tier-2. The incident management system will support ticketing and phone communication with the End Customers. TD SYNNEX also offers Network Monitoring through a ServiceSolv offering.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - TD SYNNEX response Pricing and Discounts.xlsx - Tuesday February 20, 2024 15:56:47
- Financial Strength and Stability - TD SYNNEX Response - Financial Strength and Stability.pdf - Tuesday February 20, 2024 15:54:17
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - TD SYNNEX Response - Warranty Information.pdf - Tuesday February 20, 2024 15:50:51
- Standard Transaction Document Samples (optional)
- Requested Exceptions - Sourcewell MINN RFP_020624_Private_Wireless_Contract_TemplateRK11624.docx - Tuesday February 20, 2024 15:48:58
- Upload Additional Document - TD SYNNEX Response - Additional Document.pdf - Tuesday February 20, 2024 15:48:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ed Somers, Vice President, TD SYNNEX Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Private_Wireless_Services_RFP_020624 Fri February 2 2024 10:45 AM	☑	1
Addendum_6_Private_Wireless_Services_RFP_020624 Wed January 31 2024 08:09 AM	☑	1
Addendum_5_Private_Wireless_Services_RFP_020624 Tue January 30 2024 12:22 PM	☑	3
Addendum_4_Private_Wireless_Services_RFP_020624 Fri January 26 2024 03:28 PM	☑	2
Addendum_3_Private_Wireless_Services_RFP_020624 Wed January 24 2024 04:00 PM	☑	3
Addendum_2_Private_Wireless_Services_RFP_020624 Thu January 18 2024 08:22 AM	☑	2
Addendum_1_Private_Wireless_Services_RFP_020624 Fri January 12 2024 02:04 PM	☑	1

25-1669 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT

Authorize the City Manager to execute a Side Letter Agreement between the City of Santa Clara and the Unclassified Miscellaneous Management Employees that provides stadium detail pay for work performed by the Communications Operations Manager when working as a Public Safety Dispatcher at Levi's Stadium

BACKGROUND

The City has experienced significant recruitment challenges for the Public Safety Dispatcher positions in the Police Department. Public agencies across the State are experiencing similar recruiting challenges. In the Fiscal Year 2025/26 Adopted Operating Budget, the City has 21.0 budgeted Dispatcher positions (16.0 Public Safety Dispatchers and 5.0 Senior Public Safety Dispatchers). As of June 2025, the City has 7 Public Safety Dispatcher vacancies.

Although the City continuously recruits for these positions and receives many applications, a substantial number of candidates do not successfully complete the Police Department's background process. The City has implemented several initiatives to attract and retain qualified Dispatcher candidates; however, staffing shortages persist.

The Police Communications Manager (Job Code 068) is an exempt, salaried, unclassified management employee whose primary responsibility is to lead and oversee operations of the Dispatch Division. Due to ongoing staffing shortages, the Police Department has requested flexibility to allow the Police Communications Manager to temporarily perform Public Safety Dispatcher II duties at Stadium events when necessary. To alleviate staffing shortages, through December 31, 2026, the Police Communications Manager will receive the hourly rate of Step 5 of the Public Safety Dispatcher II classification (Job Code 340) for each hour worked when assigned to Levi's Stadium in the capacity of a Public Safety Dispatcher II. This compensation is in addition to the Police Communications Manager's regular salary.

This additional compensation and Stadium Detail assignment will be limited to events where the Chief of Police or Assistant Police Chief determines that staffing needs require the Police Communications Manager to work as a Public Safety Dispatcher II at Levi's Stadium.

To be eligible for the additional pay, the Police Communications Manager must perform the assignment physically at the Stadium location and must perform only the duties of the Public Safety Dispatcher II, not those associated with the Police Communications Manager classification.

To ensure operational needs are adequately met during Stadium events, the City and the Unclassified Miscellaneous Management Employees (Unit 9) have reached a Side Letter Agreement to provide the Police Communications Manager to receive the hourly rate of Step 5 of the Public

Safety Dispatcher II classification (Job Code 340) for each hour worked when assigned to Levi's Stadium in the capacity of a Public Safety Dispatcher II, through December 31, 2026. This compensation is in addition to the Manager's regular salary.

DISCUSSION

The recommended action authorizes the City Manager to execute the Side Letter Agreements that will provide a Pilot Program for the work performed by the Communications Operations Manager when working as a Public Safety Dispatcher at Levi's Stadium ("Stadium Detail"). As noted above, for the Police Communications Manager to receive the hourly rate of Step 5 of the Public Safety Dispatcher II classification (Job Code 340) for each hour worked when assigned to Levi's Stadium in the capacity of a Public Safety Dispatcher II, through December 31, 2026.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The cost of providing the pilot program for the Police Communications Manager to receive the hourly rate of Step 5 of the Public Safety Dispatcher II classification (Job Code 340) is unknown at this time as it is dependent on staffing levels on event days.

The City will be reimbursed for stadium-related costs.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager to execute a Side Letter Agreement between the City of Santa Clara and the Unclassified Miscellaneous Management Employees that provides stadium detail pay for work performed by the Communications Operations Manager when working as a Public Safety Dispatcher at Levi's Stadium on the terms presented and in a final form approved by the City Attorney.

Reviewed by: Marco Mercado, Acting Director of Human Resources
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. Side Letter

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA

AND

UNCLASSIFIED MISCAELANOUS MANAGEMENT EMPLOYEES (UNIT 9)

PILOT PROGRAM – STADIUM DETAIL ASSIGNMENT FOR COMMUNICATIONS OPERATIONS MANAGER (JOB CODE 068)

The City and the Unclassified Miscellaneous Management Employees (hereafter, "Unit 9") agree to a Pilot Program work performed by the Communications Operations Manager (Job Code 068) when working as a Public Safety Dispatcher at Levi's Stadium ("Stadium Detail"):

A. Stadium Detail for Police Communications Manager (Job Code 068).

1. The parties acknowledge that the Police Communications Manager (Job Code 068) is an exempt and salaried management employee.

2. To alleviate staffing issues, through December 31, 2026, the Police Communications Manager will be paid the hourly rate of Step 5 of the Public Safety Dispatcher II (Job Code 340) for each hour worked when assigned to work at Levi's Stadium as a Public Safety Dispatcher II. This is in addition to the Police Communications Manager's regular salary.

3. Such pay and detail shall be limited to those events where the Chief of Police or Assistant Police Chief determines staffing requires the Police Communications Manager is needed to work in the capacity of a Public Safety Dispatcher II at Levi's Stadium.

4. The Police Communications Manager must complete the assignment physically at the Stadium location in order to be eligible. The Police Communications Manager is to perform the duties of the Public Safety Dispatcher II and not to work in the capacity of Police Communications Manager when assigned to Levi's Stadum to be eligible for the additional pay under this Pilot Program.

B. This Side Letter Agreement shall not establish precedent for future agreements and shall not be construed or implied to obligate the City or Unit 9 to enter into any similar agreements in the future.

C. This Side Letter Agreement that amends the current MOU shall become effective after it is adopted by the City and signed by all parties below, and shall expire on December 31, 2026.

FOR THE CITY:

11/13/25

Jovan Grogan Date
City Manager

FOR UNIT 9:

11/10/25

Carolyn McDowell Date
President, Unit 9

REPORT TO CITY COUNCIL

SUBJECT

Action to Authorize the City Manager to Execute Agreements with CRE-GS Freedom Circle Phase I Owner, LLC for the Construction of Park Improvements and the Maintenance of the Park Located at 3905 Freedom Circle at the Developer's Sole Cost

BACKGROUND

Santa Clara City Code Chapter 17.35 requires new residential development to dedicate parkland and/or pay in-lieu fees. Greystar Real Estate Partners submitted an application (File No. PLN2017-12516) to the City for a General Plan Amendment from High-Intensity Office/R&D to High Intensity Mixed-Use and a rezoning to Planned Development (PD) to allow for a new residential mixed-use development (Project).

The City Council approved the General Plan Amendment and rezoning at a hearing on June 7, 2022. The Project area includes 13.3 acres comprising two parcels (APNs: 104-40-021 & 104-40-036) that are bounded by Freedom Circle, Mission College Boulevard, Highway 101, and San Tomas Aquino Creek. The Project site is part of the larger Freedom Circle Focus Area, which was approved prior to the approval of this project.

The Project proposes the construction of 1,079 apartment units and will meet its parkland dedication requirements through:

- Development of an 87,728 square foot (2.014 acres) public park with a connection to the San Tomas Aquino Creek Trail;
- Installation of approximately 1.922 acres of private recreational amenities; and
- Payment of in-lieu fees totaling $21,455,673 for the remaining balance.

The City Council approved the Public Park Updated Schematic Design on November 4, 2025 (Attachment 1), consisting of:

- A ½-acre natural grass field
- A landscaped and furnished quiet, park-like area
- Playground for children ages 2-5 and 6-12
- A basketball court
- A family picnic area with tables and barbeques
- A bocce court
- An enclosed off-leash dog area with separate areas for small and large dogs
- Pathways, trees, and landscaping

- A connection to the San Tomas Creek Trail
- Twenty off-street parking stalls & public restrooms in Building B

The park will be dedicated to the City in fee title once the improvements have been inspected and accepted by the City. The developer will construct all public park improvements in accordance with the City's design criteria and standard specifications and will maintain the park, in perpetuity, following dedication.

DISCUSSION

The City and CRE-GS Freedom Circle Phase I Owner, LLC ("parties") negotiated the following:

Parkland Dedication Agreement (Attachment #2). This agreement sets the terms and conditions for the construction of the improvements and acceptance of the park according to the City Council approved schematic design. Key provisions of the Parkland Dedication Agreement include:

- Construction of the park improvements at the developer's sole cost in accordance with Council -approved park updated schematic design;
- Installation of 1.922 acres of private recreational amenities;
- Transfer of title to the City of a 2.014 acre park; and
- Payment of Mitigation Fee Act fees in the amount of $21,455,673 for the remaining obligation.

The development project consists of three residential buildings (Buildings A, B, and C). Park improvements will be completed in two phases. Park Phase 1 will be completed with the first of Building B or C and will be used temporarily as a private park by project residents. Park Phase 2 will be completed when both Building B and C are complete. Once both Park Phases are complete, the full park will be offered to the City for dedication. The construction of Building A will not include any park improvements, as such only in-lieu fees will be paid in connection with Building A. Consistent with the City's regular practice, all park improvements must be inspected to ensure conformance with approved plans and ultimately accepted.

Park Maintenance Agreement (Attachment #3). This agreement sets the terms and conditions for the maintenance of the park. Key provisions of the Park Maintenance Agreement include:

- Developer shall be responsible to provide the labor, supervision, supplies, materials, equipment, and any and all other tools and labor necessary to maintain and/or repair the park in accordance with City standards as defined in Exhibit D of the Park Maintenance Agreement;
- The obligation for maintenance services shall begin on the date the title for the park parcel transfers to the City and continues in perpetuity until terminated upon mutual written consent of the parties, the date the park parcel ceases to be a publicly owned park, or the park site is demolished and not rebuilt; and
- Periodic meetings and reviews, upon City's request, to inspect and review the maintenance services provided.

Both parties acknowledge that, during the maintenance term, the park will remain a public park operated, controlled, and managed solely by the City, with hours of operation determined by the City.

Please note, staff is requesting Council authority to finalize negotiations and execute the

Agreements. A few terms remain under negotiation, including the appropriate indemnity provisions and the remedies available to the City if the developer defaults on its maintenance obligations.

ENVIRONMENTAL REVIEW

The impacts of the Greystar project, including the Original Plan, were analyzed in an Environmental Impact Report (EIR) that was prepared for the Freedom Circle Focus Area and Greystar General Plan Amendment (case file PLN2017-12516) in accordance with the California Environmental Quality Act (CEQA). The EIR and Notice of Availability were circulated for a 45-day period from November 5, 2021, to December 20, 2021, in accordance with CEQA requirements. The EIR indicated that the development of the Greystar Project would contribute to an increase in demand for parkland, but that the impact would be mitigated to a less-than-significant level with the payment of in-lieu fees and the provision of dedicated parkland as depicted in the Original Plan. The EIR incorporates project-specific conditions into the Mitigation Monitoring and Reporting Program (MMRP) requiring this mitigation. As the proposed Park plan would result in the same amount of land dedicated to the City as under the Original Plan, the proposal would not result in any new significant environmental effects or increase the severity of any previously identified effects. The EIR did not identify any secondary impacts associated with park construction, and the Park layout changes are unlikely to present any difference in the impacts resulting from construction.

FISCAL IMPACT

There is no fiscal impact to the General Fund for the current action, other than staff time budgeted in the Parks & Recreation Operating Budget for minor administrative tasks related to the operation of the public park as part of the City's overall park system. The developer will construct the public park improvements, provide a park sign, and maintain the park for the life of the park, all to City standards and at no cost to the City.

COORDINATION

This report has been coordinated with the Community Development Department, the Finance Department, the City Attorney's Office, and the City Manager's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager to execute the Parkland Dedication Agreement and the Park Maintenance Agreement with CRE-GS Freedom Circle Phase I Owner, LLC with such minor, non-substantive changes and amendments that may be necessary to implement the parkland dedication requirements for this project, in final forms approved by the City Attorney.

Prepared by: Gina Saporito, Staff Analyst
Reviewed by: Damon Sparacino, Director, Parks & Recreation
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. RTC #25-1037 Action on the 3905 Freedom Circle Public Park Updated Schematic Design
2. Draft Parkland Dedication Agreement with CRE-GS Freedom Circle Phase I Owner, LLC
3. Draft Park Maintenance Agreement with CRE-GS Freedom Circle Phase I Owner, LLC

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25-1037 **Agenda Date: 11/4/2025**

REPORT TO CITY COUNCIL

SUBJECT
Action on the 3905 Freedom Circle Public Park Updated Schematic Design (Greystar Development)

BACKGROUND
The Santa Clara City Code 17.35 requires new residential development to dedicate parkland and/or pay in-lieu fees. Greystar Real Estate Partners submitted an application (File No. PLN2017-12516) to the City for a General Plan Amendment from High-Intensity Office/R&D to High Intensity Mixed-Use and a rezoning to Planned Development (PD) to allow for a new residential mixed-use development (Project). The City Council approved the General Plan Amendment and rezoning at a hearing on June 7, 2022. The Project area includes 13.3 acres comprising two parcels (APNs: 104-40-021 & 104 -40-036) that are bounded by Freedom Circle, Mission College Boulevard, Highway 101, and San Tomas Aquino Creek. The Project site is also part of the proposed General Plan - Freedom Circle Focus Area under a separate development process by the City that encompasses 108 acres in northern Santa Clara.

The Project proposes the construction of 1,079 apartment units and will meet its parkland dedication requirements through, (1) the development of an 87,728 square foot (2.014 acres) public park with a connection to the San Tomas Aquino Creek Trail, (2) the installation of private recreational amenities, and (3) the payment of in-lieu fees for the remaining balance. The park will be dedicated to the City in fee title once the improvements have been inspected and accepted by the City. The developer will construct all public park improvements in accordance with the City's design criteria and standard specifications and will maintain the park, in perpetuity, following dedication.

The Schematic Design Master Plan approved by City Council on February 22, 2022 ("Original Plan") for the public neighborhood park included the following features:

- A ½-acre natural grass field
- Landscaped and furnished park-like quiet area
- Playground for children ages 2-5 and 6-12
- A basketball court
- A family picnic area with tables and barbeques
- A bocce court
- An enclosed off-leash dog area with separate areas for small and large dogs
- Pathways, trees, and landscaping
- A connection to the San Tomas Creek Trail.

The Original Plan also included twenty off-street parking stalls for park visitors to be split between Buildings B and C.

Prior Parks & Recreation Commission and City Council Action
On September 21, 2021, the Parks & Recreation Commission reviewed the community input and the proposed Schematic Design. After discussion, the Commission unanimously recommended that the City Council approve the Original Plan (Attachment 1).

The City Council reviewed and approved the Parks & Recreation Commission's recommendation and adopted the proposed Original Plan (Attachment 2) on February 22, 2022.

DISCUSSION

On October 20, 2025, staff brought back the park design to the Parks & Recreation Commission for review of updates made to the Original Plan. These updates are necessary due to a utility conflict involving existing overhead electric transmission and distribution lines, as well as associated guy wires, which encroach into the Emergency Vehicle Access (EVA) lane. In accordance with the Fire Department's Conditions of Approval, these utility lines must be cleared prior to permit issuance and fully resolved prior to first occupancy. The developer has been working with Silicon Valley Power (SVP) to address the required modifications.

The relocation and reconfiguration of the transmission and distribution lines within the EVA lane were not included in the Original Plan or the system impact analysis and addressing those changes necessitated modification of the Original Plan.

To resolve the conflict, several alternatives were explored. The only solution acceptable to both SVP and the Fire Department was to shift the curb along the San Tomas Aquino Creek Trail inward toward the property line and park. This adjustment results in a 6.5-foot reduction in the width of the park on the side closest to the creek. To preserve the Original Plan acreage, the park will expand by approximately one foot toward Building B and approximately one foot toward Building C.

Additional modifications include:

- Repositioning park benches
- Relocating the trash enclosure further inward
- Realigning the off-leash dog area to fit the revised sidewalk and trash enclosure layout, while maintaining the same size as in the Original Plan.

These adjustments preserve the total square footage of the off-leash dog area as originally approved by City Council, while ensuring compliance with public safety and utility requirements.

Additionally, twenty off-street parking stalls for park visitors were originally proposed to be split between Buildings B and C; however, all of them have since been relocated to Building B, which also houses two public restrooms.

During the October 20, 2025, meeting, the Parks & Recreation Commission reviewed the updated schematic design (Attachment 3) and considered a recommendation to City Council to approve the proposed revisions to the park design. The Parks & Recreation Commission unanimously approved a recommendation to approve the revised schematic design, with the condition that parking signage is included.

Council will review the Parks & Recreation Commission's recommendation to approve the proposed

park design revisions included as Attachment 4. If Council approves the revised design, the developer will complete the construction documents for building permit, execute Park Construction and Park Maintenance agreements, complete the improvements to the satisfaction and acceptance of the City, and record the parcel dedication with the County of Santa Clara. Public park improvements will be constructed by the developer to the City's design criteria and standard specifications and will be maintained by the developer after dedication. The Park Construction and the Park Maintenance agreements will be brought back to City Council for consideration at a later date.

ENVIRONMENTAL REVIEW

The impacts of the Greystar project, including the Original Plan, were analyzed in an Environmental Impact Report (EIR) that was prepared for the Freedom Circle Focus Area and Greystar General Plan Amendment (case file PLN2017-12516) in accordance with the California Environmental Quality Act (CEQA). The EIR and Notice of Availability were circulated for a 45-day period from November 5, 2021, to December 20, 2021, in accordance with CEQA requirements. The EIR indicated that the development of the Greystar Project would contribute to an increase in demand for parkland, but that the impact would be mitigated to a less-than-significant level with the payment of in-lieu fees and the provision of dedicated parkland as depicted in the Original Plan. The EIR incorporates project-specific conditions into the Mitigation Monitoring and Reporting Program (MMRP) requiring this mitigation. As the proposed Park plan would result in the same amount of land dedicated to the City as under the Original Plan, the proposal would not result in any new significant environmental effects or increase the severity of any previously identified effects. The EIR did not identify any secondary impacts associated with park construction, and the Park layout changes are unlikely to present any difference in the impacts resulting from construction.

FISCAL IMPACT

There is no fiscal impact to the General Fund for the current action, other than staff time budgeted in the Parks & Recreation Operating Budget for minor administrative tasks related to the operation of the public park as part of the City's overall park system. The developer will construct the public park improvements, provide a park sign, and maintain the park for the life of the park, all to City standards and at no cost to the City.

COORDINATION

This report has been coordinated with the Community Development Department, the Finance Department, the City Attorney's Office and the City Manager's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the 3905 Freedom Circle Public Park Updated Schematic Design.

Prepared by: Gina Saporito, Staff Analyst

Reviewed by: Damon Sparacino, Director, Parks & Recreation Department
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. RTC #21-1020: Consideration of the Schematic Design for the New Public Neighborhood Park located at 3905 Freedom Circle (Greystar Development)
2. RTC #22-197: Action on the Parks & Recreation Commission's Recommendation to Approve the Schematic Design-Master Plan for the New Public Neighborhood Park located at 3905 Freedom Circle (Greystar Development)
3. RTC #25-982: Consideration of the Revised Council-Approved Schematic Design for the New Public Neighborhood Park at 3905 Freedom Circle
4. 3905 Freedom Circle Public Park Updated Schematic Design

RECORD WITHOUT FEE
PURSUANT TO GOVERNMENT CODE § 6103

RECORDING REQUESTED BY:
Office of the City Attorney
City of Santa Clara, California

WHEN RECORDED, MAIL TO:
City of Santa Clara
City Clerk's Office
1500 Warburton Avenue
Santa Clara, California 95050

Form per Gov't Code Section 27361.6 SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Santa Clara and therefore is exempt from the payment of the recording fee pursuant to Government Code §6103 and 27383 and from the payment of the Documentary Transfer Tax pursuant to Revenue and Taxation Code §11922.

EBIX Insurance No. *S20000____

PARKLAND DEDICATION AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA,

a chartered California municipal corporation,

AND

CRE-GS FREEDOM CIRCLE PHASE I OWNER, LLC

AND COVENANTS AND RESTRICTIONS FOR

PRIVATE RECREATIONAL AMENITIES

PREAMBLE

This PARKLAND DEDICATION AGREEMENT ("Agreement") is entered into between the CITY OF SANTA CLARA, a chartered California municipal corporation ("City") and CRE-GS FREEDOM CIRCLE PHASE I OWNER, LLC, a Delaware limited liability company ("Developer"). City and Developer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

City and Developer enter into this Agreement on the basis of the following facts, understandings and intentions, and the following recitals are a substantive part of this Agreement.

A. Developer desires to develop a multi-family rental residential project ("Development") on certain real property located at 3925 Freedom Circle (APN: xxx-xx-xxx) in the City of Santa Clara, County of Santa Clara, State of California. Developer is the fee title owner of that certain real property located in the City and more particularly described in **Exhibit A** attached hereto (the "Development Project Site").

B. Developer has obtained environmental clearance through the use of the Environmental Impact Report for the Freedom Circle Focus Area and Greystar General Plan Amendment in accordance with the California Environmental Quality Act (CEQA). The EIR and Notice of Availability were circulated for a 45-day period from November 5, 2021 to December 20, 2021 in accordance with CEQA requirements. The Freedom Circle Focus Area/Greystar General Plan Amendment EIR, case file PLN2017-12516, studied the subject project at a project level, and incorporates project-specific conditions into the Mitigation Monitoring and Reporting Program (MMRP). The Focus Area and General Plan Amendment were approved on June 7, 2022 (formerly referred to for file purposes only as 3905 Freedom Circle) (the "Development"), subject to certain Conditions of Approval ("Development Entitlements").

C. The Development Entitlements contemplate the construction of the overall Development in three phases, which could be built in any order in response to market conditions, referred to as Building B (Phase 1), Building A (Phase 2) and Building C (Phase 3) and as depicted on **Exhibit A.**

D. Under the provisions of Santa Clara City Code ("SCCC") Chapter 17.35 ("Park and Recreational Land Dedication Ordinance"), every person who constructs or causes to be constructed a dwelling unit or dwelling units shall dedicate land for neighborhood and community parks, pay a fee in lieu thereof, or provide a combination of such dedication and fee, at the discretion of the City ("Parkland Dedication Requirement").

E. As required by the Entitlements Condition of Approval No. 7, Developer is required to build a park within the Development Project Site on "Parcel 4" as depicted on **Exhibit A** and legally described on **Exhibit C** (the "Park Site").

F. In order for Developer to satisfy Developer's Parkland Dedication Requirement for the residential units identified in the Development approved by (*insert the name of the body and the date the body approved the project),* Developer and City desire to enter into this Agreement pursuant to which Developer shall satisfy Project's Parkland Dedication Requirement as follows and as further described in this Agreement:

   i. Design and construct park improvements on the approximately 2.014-acre Park Site in accordance with the Public Park Improvement Site Plan attached as **Exhibit C** ("Park Improvements") including 20 off-street parking stalls and public restrooms to be located within Building B;

ii. Dedicate an approximately 2.014-acre neighborhood park (real property) to the City to use for parkland purposes as described in Exhibit B and C attached hereto in accordance with the requirements of the City Council approved Master Plan Schematic Design upon completion of the Park Improvements;

iii. Install certain private recreational amenity improvements on approximately 1.922 acres within the Development in conjunction with the construction of the Development in accordance with the requirements of the Conditions of Approval and the Private Recreation Amenities Site Plan set forth in **Exhibit D** ("Private Recreational Amenity Improvements") for which Developer is also eligible to receive credit against its Parkland Dedication Requirement as set forth in the Park and Recreational Land Ordinance and this Agreement;

iv. Pay City Mitigation Fee Act (MFA) fees due in lieu of parkland dedication in the amount of Twenty-one Million Three Hundred Fifty-Six Thousand, Five Hundred Eighty-Two Dollars shown on **Exhibit F**; and

v. Enter into a separate Park Maintenance Agreement with the City for maintenance services for the neighborhood park.

G. The official name of the Park will be established by City after the date of this Agreement in conformance with City policy.

H. City's Director of Parks & Recreation ("Director") is charged with the administration of this Agreement. The Director or designee is responsible for the review, inspection, approval, and acceptance on behalf of the City of the Park Site and accompanying Park Improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Developer shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Development Project Site
Exhibit B – Legal Description of Park Site
Exhibit C – Public Park and Improvements Site Plan Design and Phasing Plan
Exhibit D – Private Recreational AmenitySite Plan Design
Exhibit E – Design and Construction Requirements
Exhibit F – Parkland Requirements, Fees and Credit Summary
Exhibit G – Parks and Recreation Department Conditions of Approval
Exhibit H – Bond Forms

Exhibit I – Insurance Requirements
Exhibit J – Sample Certificate of Acceptance

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. The Parties acknowledge their mutual understanding that the Terms and Conditions and the Exhibits are consistent with each other and the Parties agree that the Terms and Conditions and the Exhibits shall be read and interpreted in a manner to maintain the greatest consistency between them and to accomplish, to the greatest practical and legal extent feasible, the mutual intent and goals of the Parties as set forth in this Agreement. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Effective Date. The "Effective Date" is the date that the final signatory executes this Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date. The term ("Term") of this Agreement shall commence on the Effective Date set forth above.

Expiration. The Term shall expire upon City acceptance of the Park Improvements, which acceptance shall be evidenced by the issuance of a Certificate of Acceptance by the City Manager, as outlined in **Exhibit J** to this Agreement, the City's acceptance of the Grant Deed for the park pursuant to the applicable provisions of Section 2 of **Exhibit E**, and the recordation of the Grant Deed, unless earlier terminated upon mutual agreement of the Parties. Following expiration of the Term or any extension, or if sooner terminated, this Agreement shall have no force and effect, subject, however, to any express post-termination obligation set forth herein in Sections 6.c, 12 and 18.

3. REPRESENTATIONS AND WARRANTY

Developer expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Developer agrees to replace or correct any incomplete, inaccurate, or defective materials and services at no cost to City. If Developer fails to correct or replace materials and services within a reasonable period of time after delivery of the City's notice, City may make corrections or replace materials and services and charge Developer for the cost incurred by City.

Developer represents and warrants to City that the following facts are true and correct:

A. The statements, certificates, and documents for this Development as approved by the (*insert name of the approving body) remain true and correct.

A. Any and all documents provided to City pursuant to the terms of this Agreement, or in connection with the execution of this Agreement, are now in full force and effect and contain no material inaccuracies or misstatements of fact. Developer covenants that at such time City notifies Developer of City's intention to accept the Park Improvements, if any of these documents contain material inaccuracies, misstatements or have become obsolete, Developer shall notify City and provide City with the information required to render the documents accurate, complete and current.

B. Developer has the legal ability to enter into this Agreement and Developer's signatories to this Agreement is (are) duly authorized to sign this Agreement on its behalf.

4. OFFER OF DEDICATION, AND DESIGN AND DEVELOPMENT OF PARK IMPROVEMENTS

A. Developer affirms its irrevocable offer to dedicate to City an approximately 2.014-acre Park Site legally described on **Exhibit B**. Developer shall be responsible for all recording and escrow fees, including the cost of an ALTA Standard Title Insurance Policy, as well as other customary and reasonable closing costs incurred in the conveyance of the Park Site to City, in accordance with the requirements and specifications set forth in this Agreement.

B. Developer shall be responsible for the development of plans and specifications for, and the construction of the Park Improvements on the Park Site consistent with the Public Park Improvements Site and Phasing Plan as approved by City and attached as **Exhibit C**. Developer shall develop plans and specifications for the Park Improvements ("Project Specifications") for the review and approval of the Director, or his or her designee, as more particularly described in the attached **Exhibit E**. Subject to **Exhibit E** of this Agreement, Developer shall construct the Park Improvements in conformance with the latest version of Project Specifications and applicable standards and specifications approved by City.

C. The Parties acknowledge that the exact size, dimensions, and other particular characteristics of the Park Improvements may not have been determined as of the Effective Date of this Agreement. The Parties, however, agree that the Park Improvements shall consist of the following specific Park Improvements: one (1) one-half (½) acre turf grass play field, approximately 3,513 sq ft landscaped & furnished park-like quiet seating area, approx. 7,770 sq ft, children's play area for ages 2-5 (~3,824 sq ft) and ages 6-12 (~3,946 sq ft), one (1) approx. 7,088 sq ft multi-use sports court (basketball & pickle ball), one (1) approx. 2,400 sq ft picnic area with shade structure & picnic table sets and BBQ grill, two (2) ADA accessible drinking fountains, four (4) dog waste stations, seven (7) trash receptacles, thirteen (13) bike racks, various wood benches, eighteen (18) moveable chairs, one approx. 1,170 sq ft bocce ball court, one (1) approx. 3,705 sq ft off-leash dog area (~1,175 Is sq ft small dog area & ~2,530 sq ft large dog area), two (2) chess game table sets,

one (1) trash enclosure, lighting and accessible walkways, all as depicted and phased in **Exhibit C**.

D. Developer shall be responsible for all costs incurred for planning, design, construction, and supervision of the construction of all Park Improvements, including without limitation, City's plan review, inspections, title insurance, and title transfer. Developer shall cause all labor and material incorporated in the Park Improvements to be furnished in accordance with the requirements and specifications set forth in this Agreement.

E. Developer shall follow the City's Planning Public Outreach Policy.

F. The Park Improvements to be installed on the Park Site in accordance with Developer's Phasing Plan depicted on **Exhibit C**, as follows:

i. Park Phase 1 shall be fully completed per approved plans and specifications with the first to be completed of either Building B or Building C, and offered only and exclusively to the residents of the Development Site as a temporary private recreational amenity and shall be subject to the same in lieu fee credit for private recreational improvements as described in Section 5 below and shown on **Exhibit F**.

ii. Park Phase 2, and any necessary repair or maintenance to Park Phase 1, shall be completed per approved plans and specifications, with the last to be completed of both Building B and Building C and, upon completion, shall be offered, along with the Park Phase 1, to the City for acceptance as a public park. Upon completion, inspection, and acceptance, the City shall provide the remaining 50% in lieu fee credit for the full Park Improvements as shown on **Exhibit F**.

iii. For the purposes of clarity, Building A, which is not adjacent to the Park Site, shall have no obligation to build any portion of the Park Site, and shall instead pay in lieu fees, subject to any applicable credit for private recreational amenities within Building A, as shown on **Exhibit F**.

iv. The Park Improvements shall be fully constructed per plans and specifications (both Phase 1 and Phase 2) on or before the date of the issuance of a certificate of residential occupancy, including any temporary certificate of residential occupancy, for both Building B and Building C, as depicted on **Exhibit A**, which are both directly adjacent to the Park Site.

v. The Park Improvements shall be deemed completed and accepted by City upon recordation of the Certificate of Acceptance by City, or designee, as outlined in **Exhibit J** of this Agreement. The Director or designee may, at the Director's discretion, grant extensions of the completion requirement specified in this subsection.

5. CREDIT FOR PRIVATE RECREATIONAL IMPROVEMENTS

A. The Development is eligible to receive credit for private recreational improvements pursuant to the Park and Recreational Land Ordinance. The itemized inventory and description of the private recreational improvements to be included in the Development by Developer that will receive credit pursuant to Chapter 17.35 is set forth in **Exhibit C** and **Exhibit D**. Developer shall complete the installation of the private recreational improvements described in **Exhibit C** and **Exhibit D** on or before the issuance of final certificate of occupancy for each phase of the Development, as applicable. The final certificate of occupancy for each phase of the Development shall not be issued, unless and until, all private recreational improvements have been constructed within such phase, as applicable, accepted at City's reasonable discretion to determine full compliance with this Agreement.

B. With respect to any credit for private recreational improvements which have not been completed pursuant to Section 5A of this Agreement, the credits for any such uncompleted improvements shall be disallowed and Developer shall be required to pay the amount of the credit received hereunder.

C. Developer acknowledges and agrees that use of the private recreational improvements shall be restricted for recreation purposes by this recorded covenant which runs with the land in favor of the future owners/renters of the residential units located within the Development and which expressly cannot be defeated or eliminated without the consent and approval of the City and payment of in-lieu fees in effect at the time.

D. Developer acknowledges and agrees that Developer shall not receive any credit for eligible private recreational improvements pursuant to Park and Recreational Land Dedication Ordinance except those private recreational improvements that are set forth in **Exhibit C** and **Exhibit D** and constructed in full compliance with this Agreement.

6. COMPLIANCE WITH THE PARKLAND DEDICATION ORDINANCE

A. City acknowledges and agrees that Developer's performance of this Agreement shall satisfy all of Developer's obligations under the City's Park and Recreational Land Ordinance for the residential units identified in Exhibit F. Provided that Developer is not in material default hereunder, and provided further that Developer satisfies all other terms, conditions, and requirements associated with the Development and this Agreement, City shall issue all building permits necessary for the residential units identified in Exhibit F.

B. The Parties acknowledge and agree that the calculation of the Developer's Parkland Dedication Requirement is accurately set forth in **Exhibit F**, including the parkland dedicated, the calculation of the parkland in-lieu fees ("Parkland Fees"), the credits for the Private Recreational Improvements, including the phasing of credits ("Credits), and any other fees, charges, or reimbursements. Developer shall pay to

City the Parkland Fees specified in accordance with the payment instructions set forth in **Exhibit F**.

C. In the event there is an increase in the number of residential units to be built, or change in the dwelling unit type, Developer agrees to immediately notify the Director and to provide additional parkland and/or pay such additional Park In-Lieu Fees as required by the Park and Recreational Land Ordinance. Where Developer makes such a notification to the Director, and additional Park In-Lieu Fees are owed, the fee in effect at the time of the notification shall apply to the additional residential units or units affected by change in unit type.

D. Developer acknowledges that the costs and expenses for the design, development, construction, and supervision related to the Park Improvements may exceed the fees due in-lieu of Parkland dedication that the Developer would be obligated to pay under the Park and Recreational Land Dedication Ordinance. Because of the benefit to Development that will result from the Park Improvements, Developer agrees to design, develop, and construct the Park Improvements on the Park Site and dedicate the Park Site in fee simple as specified in this Agreement, without any obligation on the part of City.

7. REVIEW FOR FEES AND CHARGES RELATED TO PARK IMPROVEMENTS

A. Developer shall pay to City a fee for review and approval of the Project Specifications for the Park Improvements and the inspection of the Park Improvements (collectively, "Review Fee"). City's Review Fee shall be based on:

i. The 2% Administrative Fee portion of the applicable in lieu fee schedule in effect when the project was deemed complete by the City Planning Department.

ii. Developer shall pay all applicable City fees when submitting park construction documents to the City through the City's online permitting portal for review and approval.

8. BONDS AND SECURITY

Developer shall furnish to City the following security prior to the issuance of a permit to allow for construction of Phase 1 of the Park Improvements under this Agreement and for the purposes, in the amounts, and under the conditions that follow:

A. Type and Amounts.

i. Performance Security. To assure the Developer's faithful performance of this Agreement to complete the Park Improvements in an amount of One Hundred Percent (100%) of the estimated cost of the Park Improvements (hereinafter "Performance Security"); and

ii. Payment Security. To secure Developer's payment to any Contractor, subcontractor, person renting or supplying equipment or furnishing labor and materials for completion of the Park Improvements in the additional amount of One Hundred Percent (100%) of the estimated cost of the improvements (hereinafter "Payment Security"); and

iii. Warranty Security. To warranty the Developer's work for a period of one (1) year following recordation of the Certificate of Acceptance against any defective work or labor done or defective materials furnished in the additional amount of Twenty-Five Percent (25%) of the estimated cost of the improvements (hereinafter "Warranty Security"); and

iv. Landscaping Security. To secure Developer's installation and maintenance of landscaping as may be required by the Project Specifications, and at such time when the drought restrictions have been rescinded as further described in **Exhibit E**.

B. Conditions.

i. Developer shall provide the required security on forms approved by City and from sureties authorized by the California Insurance Commissioner to transact the business of insurance. Any bonds furnished by Developer to satisfy the security requirements in this Section 9 shall be in substantially the forms attached hereto as **Exhibit H**, as may be amended by City from time to time.

ii. A condition of the Developer's security is that any changes not exceeding ten percent (10%) of the original estimated cost of the Park Improvements shall not relieve the security. In the event that changes to the Improvement Plans cause an increase of more than ten percent (10%) over the original estimated cost of the Park Improvements, Developer shall provide security as required by Section 9(A) of the Agreement for one hundred percent (100%) of the total estimated cost of the Park Improvements as changed.

iii. Notwithstanding Section 9(B)(ii) above, Developer's security shall compensate City for the actual cost of completing the required Park Improvements in the Event of Default (as defined in Section 10 below) by Developer in the performance of this Agreement, regardless of whether City's cost of completion exceeds the estimated total cost of the Park Improvements.

iv. A condition of Developer's security is that any request by Developer for an extension of time for the commencement or completion of the work under this Agreement may be granted by City without notice to Developer's surety and such extensions shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement.

v. As a condition of granting any extension for the commencement or completion of the work under this Agreement, Director may require Developer to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by Director.

vi. If Developer seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by Developer to Director; and (3) upon its written acceptance by Director, be deemed to be a part of this Agreement. Upon Director's acceptance of a replacement security, the former security may be released by City.

C. Release of Securities. Director shall release the securities required by this Agreement as follows:

i. Performance Security. City shall release the Performance Security upon recordation of the Certificate of Acceptance or as may otherwise be authorized in accordance with California Government Code sections 66499.7(a)-(g).

ii. Payment Security. City shall release the Payment Security in accordance with California Government Code section 66499.7(h).

iii. Warranty Security. City shall release the Warranty Security upon expiration of the warranty period and settlement of any claims filed during the warranty period.

iv. City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees incurred in connection with any claims thereunder.

D. Injury to Park Improvements, Public Property or Public Utility Facilities.

Until recordation of the Certificate of Acceptance of the Park Improvements, Developer assumes responsibility for the care and maintenance of, and any damage to, the Park Improvements Developer shall replace or repair all Park Improvements, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless of whether resulting from the acts of the Developer, prior to the recordation of the Certificate of Acceptance. Developer shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the Director.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss, or damage, regardless of cause, occurring to the Park Site or Park Improvements prior to recordation of the Certificate of Acceptance of the Park Site and Park Improvements.

9. Default

A. Developer shall be in default hereunder upon the occurrence of any one or more of the following events ("Event of Default"), each subject to the effect of any Force Majeure Event or extension thereof under the terms of this Agreement:

i. Developer's failure to commence construction of Phase 1or Phase 2of the Park Improvements within (1) one year of the issuance of a park permit for each respective phase under this Agreement, subject to extensions provided by the Director.

ii. Developer's failure to timely cure any defect in the Park Improvements.

iii. Developer's failure to perform substantial construction work for a period of thirty (30) consecutive calendar days after commencement of the work on Phase 1 or Phase 2 of the Park Improvements.

iv. Developer's insolvency, appointment of receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within thirty (30) days.

v. Developer assigns this Agreement in violation of Section 10.

vi. Developer fails to perform or satisfy any other material term, condition, or obligation under this Agreement.

B. If an Event of Default occurs and the Event of Default is not cured by Developer in accordance with Section 10(C) below, City in its sole discretion shall be entitled to terminate Developer's control over work described herein and hold Developer and its surety liable for all damages suffered by City as a result of the Event of Default. City shall have the right, at its sole discretion, to draw upon or use the appropriate security to mitigate City's damages in the Event of Default by Developer. Developer acknowledges and agrees that City's right to draw upon or use the security is in addition to any other remedies available by law or in equity to City. The Parties acknowledge and agree that the estimated costs and security amounts may not reflect the actual cost of construction of the Park Improvements, and therefore, City's damages in the Event of Default by Developer shall be measured by the actual cost of completing the required Park Improvements to the satisfaction of City. City may use the sums provided by the securities for the completion of the Park Improvements in accordance with the Project Specifications.

City may take over the work and complete the Park Improvements, by contract or by any other method City deems appropriate, at the sole cost and expense of Developer. In such event, City, without any liability whatsoever, may complete the Park Improvements using any of Developer's materials, appliances, plans, or other property located at the Park Site and that are necessary to complete the Park Improvements.

C. Unless the Director determines that the circumstances warrant immediate enforcement of the provisions of this Section 10 in order to prevent an immediate threat to public health, safety, and welfare, the Director shall give twenty (20) working days' prior written notice of termination to Developer ("Notice Period"), which notice shall state in reasonable detail the nature of Developer's default and the manner in which Developer can cure the default. During the Notice Period, Developer shall have the right to cure any such default; provided, however, if a default is of a nature which cannot reasonably be cured within the Notice Period, Developer shall be deemed to have timely cured such default for purposes of this Section 10 if Developer commences to cure the default within the Notice Period, and prosecutes the same to completion within a reasonable time thereafter.

D. Developer's failure to comply with any terms, conditions, or obligations under this Agreement shall constitute Developer's consent for City, at its sole discretion, to file a notice of violation against all lots in the subdivision, or to rescind or otherwise revert the subdivision to acreage. Developer specifically recognizes that the determination of whether a reversion to acreage or rescission of the subdivision constitutes an adequate remedy for default by Developer shall be within the sole discretion of the City.

E. City's rights and remedies specified in this Section 10 shall be deemed cumulative and in addition to any rights or remedies City may have at law or in equity.

10. ASSIGNMENT AND SUBCONTRACTING

City and Developer bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City, which approval will not be unreasonably withheld, conditioned or delayed. Any attempts to assign or transfer any terms, conditions, or obligation under this Agreement without the express written consent of City shall be voidable at City's sole discretion. Notwithstanding the foregoing, Developer shall have the right, without any consent or approval by City, to assign or transfer its rights and obligations under this Agreement to any affiliate of Developer, any third party that acquires all or substantially all of the assets of Developer, or to any third party that acquires fee title to the entire Development Site, provided such assignee or transferee agree in writing by recorded document to be bound by the obligations of Developer under this Agreement and the City is given notice of such assignment. In the event a purchaser acquires less than the entirety of the Development Site, the parties shall enter a written partial assignment agreement that shall clearly allocate the entirety of the rights and obligations hereunder in a form reasonably acceptable to the Director. Developer shall also have the right to pledge or collaterally assign this Agreement to lenders. Subject to this Section, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors, assignees, transferees, and legal representatives.

11. INDEPENDENT CONTRACTOR

Developer and all person(s) employed by or contracted with Developer to furnish labor and/or materials under this Agreement are independent contractors and do not act as

agent(s) or employees(s) of City. Developer has full rights to manage its employees in their performance under this Agreement.

12. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Developer agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the performance by Developer pursuant to this Agreement – including claims of any kind by Developer's employees or persons contracting with Developer to perform any portion of the Park Improvements work under this Agreement and shall expressly include passive or active negligence by City connected with the services, except to the extent arising from the sole active negligence or sole willful misconduct of City.

B. Subject to the provisions of Section 12.A, Developer's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Developer), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Developer is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Developer warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Developer's responsibilities under the Act.

D. This Section 12 shall survive the recordation of the Certificate of Acceptance, acceptance of the Park Site, or sooner termination of this Agreement for a period of one (1) year from the date of such acceptance or termination. Recordation of the Certificate of Acceptance by City of the Park Improvements shall not constitute an assumption by City of any responsibility or liability for any loss or damages covered by this Section 12.

13. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in **Exhibit I**, Developer shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in **Exhibit I**.

14. WAIVER

Each Party agrees that waiver by the other party of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither Party's review, nor acceptance required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

15. NOTICES

All notices to Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Parks & Recreation Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at *parksandrecreation@santaclaraca.gov

And to Developer addressed as follows:

CRE-GS Freedom Circle Phase I Owner, LLC
c/o Greystar Real Estate Partners, LLC
450 Sansome Street, Suite 500
San Francisco, CA 94111
Attention: Troy Vernon
Email: tvernon@greystar.com
Phone: (415) 527-2857
With a copy to:

Holland & Knight, LLP
560 Mission St. Suite 1900
San Francisco, CA 94105
Attention: Tamsen Plume
Email: tamsen.plume@hklaw.com
Phone: (415) 596-8232

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

16. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

17. FORCE MAJEURE

A. "Force Majeure Event" shall be defined as any matter or condition beyond the reasonable control of a Party, including but not limited to war, public emergency

or calamity, fire, earthquake, extraordinary inclement weather, Acts of God, strikes, labor disturbances or actions, civil disturbances or riots, litigation brought by third parties against either the City or Developer or both, epidemic or pandemic (including COVID-19 or any variant), default by the other Party, or any governmental order or law which causes an interruption in the timely delivery of materials, availability of labor or otherwise interrupts construction of the Park Improvements (the "Work" for purposes of this section).

B. Should a Force Majeure Event prevent performance of this Agreement, in whole or in part, the Party affected by the Force Majeure Event shall be excused or performance under this Agreement shall be suspended to the extent commensurate with the Force Majeure Event; provided that the Party availing itself of this Section shall notify the other Party within ten (10) days of the affected Party's knowledge of the commencement of the Force Majeure Event; and provided further that the time of suspension or excuse shall not extend beyond that reasonably necessitated by the Force Majeure Event.

C. Notwithstanding the foregoing, the following shall not excuse or suspend performance under this Agreement:

i. Performance under this Agreement shall not be suspended or excused for a Force Majeure Event pertaining to the Work if such event is not defined as a Force Majeure Event under the applicable contract for the Work.

ii. Negligence or failure of a Developer to perform its obligations under a contract for the Work (other than for a Force Majeure Event as defined under the applicable contract) shall not constitute a Force Majeure Event.

iii. The inability of Developer for any reason to have access to funds necessary to carry out its obligations under this Agreement or the termination of any contract for the prosecution of the Work for such reason or for Developer's default under such contract shall not constitute a Force Majeure Event.

18. BOOKS AND RECORDS

A. Developer shall be solely responsible to implement internal controls and record keeping procedures in order to comply with this Agreement and all applicable laws. Developer shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the activities performed by Developer under this Agreement, including without limitation those relating to the construction of the Park Improvements, for a minimum period of three (3) years, or for any longer period required by law, from the date of termination of this Agreement or the date of the City's acceptance of the Park Improvements, whichever is longer. Notwithstanding this previous sentence, Developer shall retain such records beyond three (3) years so long as any litigation, audit, dispute, or claim is pending.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Developer's address indicated for receipt of notices in this Agreement.

C. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Developer's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Developer, Developer's representatives, or Developer's successor-in-interest.

D. Developer's obligations under this Section shall be in addition to Developer's obligations specified in **Exhibit E**.

19. MISCELLANEOUS PROVISIONS

A. Captions. Captions and Sections of this Agreement are for convenience only and shall not be considered in resolving any questions of interpretation or construction.

B. Incorporation of Recitals. The Recitals contained in this Agreement are hereby incorporated into the terms of this Agreement.

C. Plurality. As used in this Agreement and when required by the context, each number (singular and plural) shall include all numbers.

D. Nondiscrimination. Developer, its employees, agents, representatives, contractors, and subcontractors shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, or any other recognized or protected class in connection with or related to the performance of this Agreement. Developer shall expressly require compliance with the provisions of this Section 20(D) in all agreements with contractors and subcontractors for the performance of the improvements hereunder.

E. Developer has read each and every part of this Agreement, including without limitation, its exhibits, and Developer freely and voluntarily has entered into this Agreement. This Agreement is a negotiated document and shall not be interpreted for or against any party by reason of the fact that such Party may have drafted this Agreement or any of its provisions.

F. Whenever in this Agreement words of obligation or duty are used (signified by the words "shall" or "must"), such words shall have the force and effect of covenants.

Any obligation imposed by either Party shall include the imposition on such Party of the obligation to pay all costs and expenses necessary to perform such obligation.

G. This Agreement is entered into pursuant to and shall be governed by the Park and Recreational Land Ordinance. If not otherwise defined in this Agreement, capitalized terms shall have the meanings set forth in Chapter SCCC 17.35.

H. Amendment. City Manager, or designee, is authorized on behalf of City to execute any amendments pursuant to Section 3C of this Agreement.

I. Compliance with Laws. Developer certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Developer and that no person associated with Developer has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Developer is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Developer will advise City if a conflict arises.

J. Fair Unemployment. Developer shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

K. No Use of City Name or Emblem. Developer shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

L. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, Santa Clara, California.

M. Severability Clause. In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

N. Estoppel Certificates. Either Party (the "requesting Party") may, at any time, and from time to time, deliver written notice to the other Party (the "certifying Party") requesting the certifying Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and is a binding obligation of the Parties, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, (iii) the

requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe the nature of any defaults and (iv) such other reasonable items as may be requested. The certifying Party receiving a request under this Section shall execute and return its certificate within thirty (30) days following receipt of the request. The Director shall be authorized to execute any certificate requested by Developer. Developer and City acknowledge that a certificate hereunder may be relied upon by any transferees, title companies, and lenders. Developer shall pay the City's reasonable costs involved in providing such estoppel certificate.

20. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

21. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of Developer warrant and represent that they have the authority to execute this Agreement on behalf of Developer, and further represent that they have the authority to bind Developer to the performance of its obligations in this Agreement.

22. COUNTERPARTS

This Agreement may be executed in multiple originals, each of which is deemed an original, and may be signed in Counterparts.

[Remainder of Page Intentionally Blank; Signatures Follow]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

CRE-GS FREEDOM CIRCLE PHASE I OWNER, LLC,
a Delaware limited liability company

Dated: _____
By (Signature): _____
Name: _____
Title: _____
Principal Place of Business Address: _____
Email Address: _____
Telephone: ( ) _____
Fax: ( ) _____

"DEVELOPER"

* All signatures must be accompanied by an attached notary acknowledgement.
* Proof of authorization for signatures is required to be submitted concurrently with this Agreement.

STATE OF CALIFORNIA)
) SS
COUNTY OF SANTA CLARA)

On _____ before me _____,
(Name, Title of officer – e.g. Jane Doe, Notary Public)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)
(Signature of Notary)

EXHIBIT A
DEVELOPMENT PROJECT SITE

[Placeholder for initial review purposes]



EXHIBIT B
LEGAL DESCRIPTION OF PARK SITE

[*insert legal description for Parcel 4 from recorded Parcel Map before recording*]

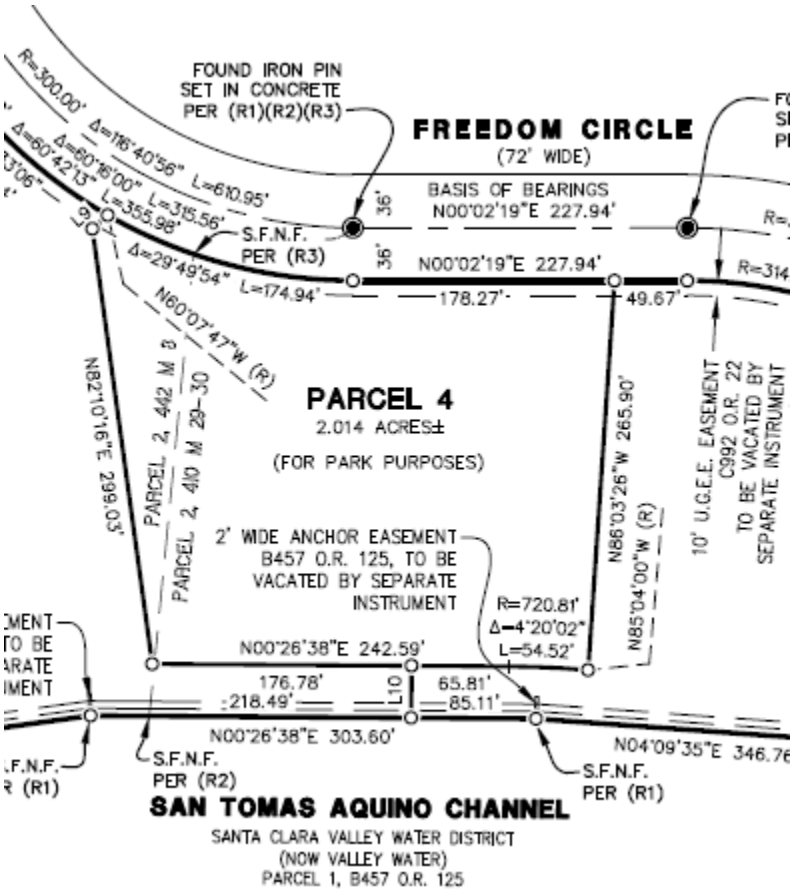


EXHIBIT C
PUBLIC PARK AND IMPROVEMENTS SITE PLAN DESIGN AND PHASING PLAN



[Placeholder for Phasing for review purposes]

PARK PHASING OVERVIEW



PHASE 1



PHASE 2

PARK SUMMARY	AREA	RECOMMENDED	PROPOSED	COMMENTS
PHASE 1				
	TURFED PLAY FIELD	21,780 SF (0.5 ACRE)	24,079 SF (0.55 ACRE)	CONTIGUOUS & UNOBSTRUCTED
	LANDSCAPED & FURNISHED PARK-LIKE QUIET AREA		3513 SF (0.08 ACRE)	1 FURNISHED PARK-LIKE QUIET AREA
	PLAYGROUND	SEE PLAYGROUND PLANS	7,770 SF (0.18 ACRE)	
	SPORTS AREA		7,088 SF (0.16 ACRE)	BASKETBALL, PICKLEBALL
	PICNIC AREA		2,400 SF (0.05 ACRE)	
	PHASE 1 COMBINED AREA OF ELEMENTS	**32,670 SF (0.75 ACRE)**	**44,850 SF (1.03 ACRES)**	
	PHASE 1 TOTAL PARK AREA	**43560 SF (1 ACRE)**	**59,980 SF (1.38 ACRES)**	
PHASE 2				
	LANDSCAPED & FURNISHED PARK-LIKE QUIET AREA		13,712 SF (0.31 ACRE)	3 FURNISHED PARK-LIKE QUIET AREAS
	SPORTS AREA		1,170 SF (0.03 ACRE)	BOCCE BALL
	OFF-LEASH DOG AREA		3,705 SF (0.08)	SMALL DOG AREA = 1,175 SF (0.2 ACRE) LARGE DOG AREA = 2,530 SF (0.06 ACRE)
	PHASE 2 COMBINED AREA OF ELEMENTS		**18,587 SF (0.42 ACRE)**	
	PHASE 2 TOTAL PARK AREA		**27,533 SF (0.63 ACRE)**	
	PHASE 1 & 2 TOTAL PARK AREA	**87,120 SF (2 ACRES)**	**87,728 SF (2.01 ACRES)**	

EXHIBIT D
PRIVATE RECREATIONAL AMENITY SITE PLAN DESIGN

ALL BUILDINGS - OPEN SPACE AMENITY AREA MATRIX



BUILDING A	AREA	SQUARE FOOTAGE INCLUDING SETBACK	SQUARE FOOTAGE EXCLUDING SETBACK
	POOL COURTYARD	13,337 SF	12,064 SF
	COURTYARD A	10,054 SF	7,877 SF
	COURTYARD B	5,334 SF	3,999 SF
	TOTAL	28,725 SF	23,940 SF

BUILDING B	AREA	SQUARE FOOTAGE INCLUDING SETBACK	SQUARE FOOTAGE EXCLUDING SETBACK
	POOL COURTYARD	15,073 SF	13,161 SF
	COURTYARD A	14,190 SF	11,666 SF
	COURTYARD B	5,034 SF	3,934 SF
	TOTAL	34,306 SF	28,761 SF

BUILDING C	AREA	SQUARE FOOTAGE INCLUDING SETBACK	SQUARE FOOTAGE EXCLUDING SETBACK
	POOL COURTYARD	10,767 SF	9,298 SF
	COURTYARD A	9,270 SF	7,911 SF
	TOTAL	20,037 SF	17,209 SF

	SQUARE FOOTAGE INCLUDING SETBACK	SQUARE FOOTAGE EXCLUDING SETBACK
TOTAL	83,068 SF	69,910 SF

10

BLDG A OPEN SPACE AMENITY AREA MATRIX



AREA	SQUARE FOOTAGE INCLUDING SETBACK	SQUARE FOOTAGE EXCLUDING SETBACK
POOL COURTYARD	13,337 SF	12,064 SF
COURTYARD A	10,054 SF	7,877 SF
COURTYARD B	5,334 SF	3,999 SF
TOTAL	28,725 SF	23,940 SF

- - - - - 4' SETBACK FROM BUILDING

7

BLDG B OPEN SPACE AMENITY AREA MATRIX



AREA	SQUARE FOOTAGE INCLUDING SETBACK	SQUARE FOOTAGE EXCLUDING SETBACK
POOL COURTYARD	15,073 SF	13,161 SF
COURTYARD A	14,190 SF	11,666 SF
COURTYARD B	5,034 SF	3,934 SF
TOTAL	34,306 SF	28,761 SF

4' SETBACK FROM BUILDING

BLDG C OPEN SPACE AMENITY AREA MATRIX



AREA	SQUARE FOOTAGE INCLUDING SETBACK	SQUARE FOOTAGE EXCLUDING SETBACK
POOL COURTYARD	10,767 SF	9,298 SF
COURTYARD A	9,270 SF	7,911 SF
TOTAL	20,037 SF	17,209 SF

4' SETBACK FROM BUILDING

EXHIBIT E
DESIGN AND CONSTRUCTION REQUIREMENTS

SECTION 1. DESIGN AND CONSTRUCTION REQUIREMENTS.

1. Plans and Specifications.

The design for the Park Improvements must be consistent with the conceptual design for the Park Improvements as depicted in **Exhibit C**. Developer shall design and construct the Park Improvements in accordance with the following:

1. City's Standard Specifications for Public Works Construction, on file with City's Department of Public Works. (input areas from the Public Works' document that we know would not apply; request PW input & review when drafting a new agreement) References in the Standard Specifications to "Bidder" shall be deemed to mean "Developer."

2. City's Public Park Amenity and Design Standards ("Park Standards"), dated January 2019 ("Park Standards") and on file with City's Parks & Recreation Department. In the event that Developer does not submit the ninety percent (90%) Project Plans and Specifications for City's review and approval within eighteen (18) months of the Effective Date of this Agreement and the Park Standards are then revised, Developer shall design and construct the Park Improvements in accordance with the revised Park Standards at no cost to the City.

2. Application of Plans and Specifications.

1. City's Specifications, Park Standards and the Project Specifications shall be collectively referred to as the "Plans." The Park Improvements shall be constructed in accordance with the Plans.

2. In the event of a conflict between the Park Standards and the City's Specifications, the Park Standards shall prevail.

3. The provisions of this Agreement supersede anything to the contrary in either the City's Specifications or the Park Standards.

3. Project Specification Approval Process.

1. The Project Plans and Specifications shall be submitted to the City in a timely manner in order to ensure that the Developer completes the Park Improvements on or before the completion date specified in this Agreement. Developer shall not construct any Park Improvements unless and until the Director approves the Project Specifications in writing. The approval process for the Project Specifications is more particularly set forth in the Park Standards.

2. City's approval of the Plans shall not release Developer of the responsibility for the correction of mistakes, errors, or omissions contained in the Plans, including any mistakes, errors or omissions which may be the result of circumstances unforeseen at the time the Plans were developed or approved. If, during the course of construction of the Park Improvements, the Director determines in the Director's reasonable discretion that public safety or improved park operation in compliance with applicable Code requires modification of, or the departure from, the Plans, the Director shall have the authority to require such modification or departure and to specify the manner in which the same may be made. The Parties acknowledge that the Plans, once approved by the Director, shall be final and that, except as expressly provided in this subsection, no revisions to the Plans shall be permitted for any reason whatsoever.

SECTION 2. PARTICULAR CONSTRUCTION REQUIREMENTS.

1. Developer Selection.

Developer may hire and contract with one or more contractor or subcontractor, licensed to perform such work in the State of California.

2. Prevailing Wage Requirement.

1. General Requirement: To the extent required by law with respect to the Park Improvements, Developer shall cause the construction of the Park Improvements and the payment of all wages in connection therewith to be in accordance with the provisions of California Labor Code §1720 through §1861 (collectively, the "Prevailing Wage Law").

2. Indemnity: To the fullest extent permitted by law, Developer shall indemnify, defend and hold harmless the City Indemnitees from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs), where the same arise out of, are a consequence of, are in connection with, or are in any way attributable to, in whole or in part, to:

   i. Developer's or the contractor's failure to comply with all applicable laws, including all applicable federal and state labor standards, including, without limitation, the requirements of the Prevailing Wage Law and the Davis Bacon Act, if applicable.

   ii. Defects in the design or construction of the Project, including (without limitation) the violation of any laws, and for defects in any work done according to the City approved plans.

   iii. Any breach or failure to perform or act pursuant to this Agreement by Developer, or by any individual or entity that Developer shall engage in connection with the Project, including but not limited to officers, agents, employees or contractors of Developer. Notwithstanding the foregoing,

Developer shall not be required to indemnify and hold harmless the City Indemnitees for liability attributable to the gross negligence or intentional misconduct of the City Indemnitees.

3. Contractors and Subcontractors: To the extent required by law, Developer shall expressly require compliance with the Prevailing Wage Requirement in all agreements it enters into with contractors and subcontractors for construction work on the Park Improvements. Developer acknowledges and agrees that it is responsible for compliance by its contractors and subcontractors of the Prevailing Wage Requirement.

4. Reporting Obligations: Developer shall provide to City, at no cost to City, a copy of any and all such records within ten (10) working days of City's request for such records. In responding to a request by the City, Developer agrees that it is responsible for submitting the records of any and all of its contractors and subcontractors.

3. Remedies for Developer's Breach Of Prevailing Wage Requirements.

1. General: Developer acknowledges City has determined that the Prevailing Wage Law promotes each of the following (collectively "Goals"):

   i. It protects City job opportunities and stimulates City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.

   ii. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to City by fostering high turnover and instability in the workplace.

   iii. Pay workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of Santa Clara because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in Santa Clara.

   iv. It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.

2. Remedies: City and Developer recognize that Developer's breach of the Prevailing Wage Law set forth above will cause damage to the City by undermining City's goals in assuring timely payment of prevailing wages, and will cause City additional expenses in obtaining compliance and conducting audits, and that such damage would not be remedied by Developer's payment of restitution to the worker paid less than the prevailing wage. Developer and City agree that such damage would increase the greater the number of employees not paid the applicable

prevailing wage and the longer the amount of time over which such wages were not paid. City and Developer further recognize the delays, expense and difficulty involved in proving City's actual losses in a legal proceeding, and mutually agree that making a precise determination of the amount of City's damages as a result of Developer's breach of the Wage Provision would be impracticable and/or extremely difficult. Accordingly, City and Developer agree that:

i. For each day after ten (10) working days that Developer fails to completely respond to a request by City to provide records as required by this Agreement, Developer shall pay to City as liquidated damages the sum of TWO HUNDRED FIFTY DOLLARS ($250.00); and

ii. For each instance where City has determined that the Prevailing Wage Requirements were not met, Developer shall pay to City as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the prevailing wages which should have been paid.

3. Audit Rights: All records or documents required to be kept pursuant to this Agreement to verify compliance with the Prevailing Wage Requirement shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Developer's address indicated for receipt of notices in this Agreement.

4. Remedies Cumulative: The remedies set forth in this provision of the Agreement are cumulative and in addition to any other remedies set forth in the Prevailing Wage Requirements or otherwise permitted by law.

4. Conduct of Work.

1. Site Preparation & Condition. Any debris or compaction from previous use must be addressed as part of site preparation, cleaning and grading. Work must be verified by inspection by the City.

2. Appearance**.** Developer shall maintain a neat and clean work site. Broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling of disposable material is necessary, the material shall be retained in an area not readily visible to the public in a manner meeting the reasonable satisfaction of the Director.

3. Condition**.** Developer shall maintain the Site in a neat, clean, good, and safe condition prior to City's acceptance of the Park Improvements. Developer shall not dispose or cause the disposal of any Hazardous Substances on any of the Site. Additionally, Developer shall take reasonable precautions to prevent the disposal

of Hazardous Substances by third parties on any of the Site. The term "Hazardous Substances" is defined in Section 3 (A)(2) of this Exhibit.

4. Emergencies**.** In an emergency affecting the safety of persons or property, Developer shall act reasonably to prevent threatened damage, injury, or loss. Developer shall immediately notify the City by telephone at the telephone number as directed by Director and in writing of such actions.

5. Access for Inspection.

1. Access**.** The Director or the Director's designated representatives, including without limitation, staff from other City departments, shall at all times during the progress of work on the Park Improvements have free access to such improvements for inspection purposes. If the Director determines that all or any portion of the work done on the Park Improvements is not in compliance with the Plans, the Director shall notify Developer of the same and Developer shall promptly cure such defect to the Director's reasonable satisfaction. Such notifications shall be made to the Developer and his on-site representatives to not unduly interfere with ongoing construction work.

2. Representatives**.**

i. Prior to commencement of work on the Park Improvements, Developer shall designate in writing an authorized representative who shall have the authority to represent and act for Developer. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Director shall be made for any emergency work which may be required. In addition, Developer shall provide Director with the names and telephone numbers of at least two (2) individuals in charge of or responsible for the work who can be reached personally in case of emergency twenty-four (24) hours a day, seven (7) days a week.

ii. The Director shall also designate one or more authorized representatives who shall have the authority to represent the Director. Developer's authorized representative shall be present at the site of the work at such reasonable times as designated by the Director. Prior to commencement of the work, the Parties shall mutually agree to an inspection schedule, which schedule may be adjusted from time to time by mutual agreement.

iii. Whenever the Developer or its authorized representative is not present on any particular part of the work where it becomes necessary to give direction for safety reasons, the Director shall have the right to give such orders which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given. Any order given by the Director will, on request of the Developer, be given or confirmed by the Director in writing.

iv. City's rights under this Agreement shall not make the Developer an agent of the City, and the liability of the Developer for all damages to persons or to public or private property arising from Developer's execution of the work, shall not be lessened because of the exercise by City of its rights.

6. Acceptance of Park Improvements.

The Park Improvements shall be completed in accordance with the provisions of this Agreement to the reasonable satisfaction of the Director.

1. City agrees to inspect and prepare a punch list for the Park Improvements within ten (10) business days of notification by Developer that the Developer considers the construction of the Park Improvements to be complete. City further agrees to perform its final inspection within ten (10) business days of notification by Developer that all punch list work has been completed.

2. City will process acceptance documentation in a form substantially similar to Exhibit J (Certificate of Acceptance- **Exhibit J**) within ten (10) business days of the date of City's final inspection or the date upon which the Developer returns to City the appropriate signed acceptance documentation, whichever is later, provided that:

   i. City finds that all punch list work has been satisfactorily completed; and

   ii. Developer has performed and satisfied any and all terms, conditions, and obligations required under this Agreement prior to acceptance of the Park Improvements, including but not limited to, the requirements for dedication of the Park Sites as outlined in Section 2(G) of this Exhibit below; and

   iii. Developer has provided the Director with a full as-built plan set and a corresponding Computer- Aided Design (CAD) file ("record plans") corresponding copies of any and all warranties, and the like (such warranties shall be in the name of the City), and corresponding copies of any and all operating manuals for equipment installed as part of the Park Improvements.

3. The Parties acknowledge that City's restrictions on the installation of landscaping because of future drought conditions may delay Developer's installation of the landscaping contemplated by this Agreement. If, due to drought restrictions, Developer is unable to install the landscaping in time to be inspected by the Director for the purposes of accepting the completed Park Improvements, Developer shall post a bond or other form of security as set forth in Section 9 of this Agreement.

   i. Should a drought emergency be declared that affects the ability to complete the park landscaping, Developer shall consult with City Water & Sewer Department and Parks & Recreation Department to obtain guidance and/or direction on a plan to complete Park.

7. Park Site.

1. Developer shall provide each of the following to the Director, subject to the approval of the Director, prior to City's acceptance of the Park Site and Park Improvements:

   i. A preliminary report for the Park Site by a reputable title company and a responsive escrow and title officer. Developer shall coordinate with City and provide a preliminary title report at least ninety (90) days prior to execution of this Agreement and an updated title report at least ninety (90) days prior to the anticipated completion of the Park Improvements.

   ii. A Grant Deed for the Park Site containing the legal description of the Park Site, as approved by City Surveyor or City designee, properly executed and acknowledged, subject only to the exceptions to title, if any, approved by City Manager pursuant to which a fee simple estate in Park Site shall be conveyed to City. Title to the Park Site shall be vested in City free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Developer, subject only to those exceptions affecting the Park Site approved by City Manager, in writing, or listed in this Exhibit ("Permitted Exceptions"). The Grant Deed, subject to approval of City, for the Park Site shall be delivered to the City Manager or designee at least ninety (90) days prior to the anticipated completion of the Park Improvements.

   iii. Developer shall also cause to be provided to City, concurrently with the conveyance of the Park Site to City, a A.L.T.A. standard owner's form policy of title insurance issued by a reputable title company with City named as the insured, in the amount of [fill in amount: *equal to the current land value plus actual costs to improve the park*] Thousand Dollars ($XXXXXX) insuring the title of City to the Park Site is subject to only the Permitted Exceptions.

   iv. Any and all reports related to the condition of the Park Site and the lands adjacent to the Park Site caused to be performed by the Developer or in the Developer's possession or control. Developer shall also provide to City, at the Developer's sole cost, a report, prepared or updated no earlier than twelve (12) months before the proposed acceptance of the Park Improvements by a qualified consultant analyzing the condition of the Park Site with respect to the presence of hazardous materials and other known deleterious conditions on or adjacent to the Park Site ("Hazardous Materials Report"). The definition of Hazardous Materials for purposes of this Agreement is set forth in Section 3 (A)(2) of this Exhibit. The scope of the Hazardous Materials Report shall, at minimum, contain the elements set forth below in Section 4.

v. In the event that the Hazardous Materials Report(s) disclose(s) the presence of Hazardous Materials on any of the Park Site in excess of generally accepted environmental screening limits for park land uses, (e.g. Environmental Screening Limits and California Human Health Screening Limits) and/or in violation of any hazardous materials/waste laws, the Director shall have the right to require Developer, as a condition of acceptance, to remediate the condition, including without limitation, removal of the Hazardous Materials. The type of remediation required for the Park Site shall be at no cost to the City and be subject to the review and approval of the Director.

vi. The Environmental Warranty specified in Section 3 of this Exhibit.

vii. Documents evidencing the authority of the signatory(ies) to execute any agreement or other legal binding documents on behalf of Developer.

2. Upon the Director acceptance of the Park Site and Park Improvements, Developer shall have no further obligations in connection with the Park Site except for the terms, conditions, or obligations of this Agreement that explicitly survives acceptance or termination.

8. Compliance With Laws/Permits.

1. Developer shall keep fully informed of all existing and future local, state, and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work on the Park Improvements, or the materials used in the Park Improvements, or which in any way affect the conduct of the work on the Park Improvements, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. In the performance of any work pursuant to this Agreement, Developer shall at all times observe and comply with, and shall cause all Developer's employees, agents, representatives, contractors and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree, Developer shall promptly report the same to the Director.

2. Developer shall, at its sole cost and expense, obtain all governmental reviews and approvals, licenses, and permits which are, or may be, required and necessary to construct and complete the Park Improvements in accordance with the provisions of this Agreement, including, but not limited to, site development reviews, development permits and environmental review. Developer shall comply with all conditions, restrictions or contingencies imposed upon, or attached to, such governmental approvals, licenses, and permits. If Developer for any reason fails to comply with any of City's requirements, or any other legal requirement concerning Developer's construction of the Park Improvements, then City shall have the right

to require Developer to alter, repair, or replace any improvements or perform any other action to the satisfaction of the Director as reasonably required to correct any non-compliance of the Park Improvements with legal requirements or this Agreement and at no cost to City. Developer's failure to effect the cure as required by the Director shall constitute an Event of Default in accordance with Section 7 of this Agreement.

SECTION 3. ENVIRONMENTAL WARRANTY.

1. By executing this Agreement, Developer warrants and agrees that, prior to the City's acceptance of the Park Improvements and dedication of the Park Site:

    1. Neither the Site nor Developer are in violation of any environmental law, and neither the Site nor Developer are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the Park Site.

    2. Neither Developer nor any other person with Developer's permission to be upon the Site shall use, generate, manufacture, produce, or release, on, under, or about the Park Site, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "hazardous substances" or "hazardous materials" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

    3. Developer has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the Park Site or the property on which the Park Improvements are to be constructed, or the migration of any Hazardous Substance from or to any other property adjacent to, or in the vicinity of, the Park Site.

    4. Developer's prior and present use of the Park Site has not resulted in the release of any Hazardous Substance on, under, about, or adjacent to the Park Site.

    5. Neither the Park Site nor Park Improvements located on the Park Site shall be subject to any monitoring, reporting, or restrictions whatsoever by any governmental authority with jurisdiction over the Park Site, including but not limited to, the California Department of Toxic Substances Control and California Regional Water Quality Control Board.

6. Subject to Section 2(G)(1)(b) of this Exhibit, neither the Park Site nor Park Improvements located on the Park Site shall be subject to any burden, easements, covenants or restrictions recorded against any part of the Park Improvements or Park Site.

2. Developer shall give prompt written notice to City of:

1. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any Hazardous Substance on the Park Site or the migration thereof from or to any other property adjacent to, or in the vicinity of, the Park Site; and

2. Any claims made or threatened by any third party against Developer, City or the Park Site relating to any loss or injury resulting from any Hazardous Substance; and

3. Developer's discovery of any occurrence or condition on any property adjoining or in the vicinity of the Park Site that could cause the Park Site or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

SECTION 4. HAZARDOUS MATERIALS REPORT.

1. **Scope of Hazardous Materials Report.**

The Hazardous Materials Report shall be in two phases, Phase I Environmental Site Assessment ("ESA") and, if necessary, Phase II ESA. The Phase I ESA shall be conducted utilizing standards of All Appropriate Inquiry (EPA) and ASTM 1527-05 which, in general, provide the information identified below regarding the condition of the Park Site with respect to the presence or likely presence of any Hazardous Materials on, under, above, or about the Park Site, including the past, current, or possible release of any Hazardous Materials on, under, above, or about the Park Site.

1. The historical usage of the Park Site and adjacent parcels dating back to the Park Site's first developed use (including any agricultural use) or 1940, whichever is earlier.

2. Results of the site visits pertaining to the current condition of the Park Site, including without limitation, any observed storage, handling, or release of any Hazardous Materials on, under, above, or about the Park Site, or evidence indicating possible past or current storage, handling, or release of any Hazardous Materials on, under, above, or about the Park Site.

3. Results of the review of all reasonably available historical documents and records of regulatory agencies concerning the storage, handling, or release of any Hazardous Materials and/or contamination of any or all of the Park Site.

4. Based on the findings of items 1 - 3 above, additional investigation including, without limitation, soil and/or groundwater sampling and chemical analysis could be required by City. The sampling and analysis plan, which includes, the number and depths of soil borings that might be required shall be subject to the review and approval of City.

5. A written report shall be prepared by a licensed environmental professional presenting results of the Phase I ESA. The report shall include any chemical analysis which may have been completed during the survey along with chain of custody documentation, soil boring logs if required and recommendations for any further investigation and remediation/source control necessary on the Park Site.

2. <u>Phase II ESA (if necessary).</u>

A definitive scope of services for the Phase II ESA cannot be determined until completion of the Phase I ESA, as the extent and type of further investigation will be determined by the Phase I ESA findings. The following tasks serve only as preliminary guidelines for potential Phase II investigation and are subject to revision upon City's review and approval of the Phase I ESA (Hazardous Materials Report). It is possible that no Phase II investigation will be necessary.

1. Soil and Groundwater Sampling and Analysis.

   Depending on the results of the Phase I ESA, it may be necessary to sample and analyze the soil and/or groundwater on-site. If such analysis is necessary, a sampling and analysis plan shall be prepared and approved by City that shall define a sufficient number of samples to be collected and analyzed to allow for an adequate characterization of the environmental condition of the Site. Soil and/or groundwater samples shall be analyzed for petroleum hydrocarbons, selected metals, volatile organic compounds, or any other potential contaminant of concern as identified in the Phase I ESA.

   Soil and/or groundwater sample shall be collected utilizing typical professional protocols and submitted to an EPA certified laboratory for analysis.

2. Report Preparation.

   A written report shall be prepared presenting the results of the Phase II investigation. The report shall include results from any chemical analysis completed during the investigation, along with chain-of-custody documentation, boring logs of sampling locations or from any monitoring wells completed, and recommendations for any further investigation and remediation/source control necessary on the site.

3. Report on any Remediation Work.

   A written report shall be prepared presenting the results of any remediation work resulting from a Phase II investigation. The report shall include results from any

chemical analysis completed during the survey, along with chain-of-custody documentation, boring logs of sampling locations or from any monitoring wells completed, and that any recommendations for any further investigation and remediation/source control necessary on the Park Site have been completed.

EXHIBIT F
PARKLAND REQUIREMENTS, FEES AND CREDIT SUMMARY

The Greystar Project will develop 1,079 dwelling unit generating an estimated 2,590 new residents (1,079 multi-family units at 2.4 persons/unit density is 2,590 persons). Based on the City's Mitigation Fee Act (MFA) standard of 2.6 acres of public neighborhood and community parkland per 1,000 residents, the Project is required to dedicate 6.733 acres of public parkland, pay an equivalent fee due in lieu of the total parkland dedication in the amount of $33,360,522, or a combination of both. In lieu fees are published in the Municipal Fee Schedule.

The developer has proposed to meet the required 6.7609 acres of parkland dedication through a combination of a public park totaling approximately 2.014 acres, private recreational amenities totaling 1.922 acres (eligible for 50% credit), and a mitigation fee payment of $21,356,582 for the remaining obligation.

In summary, the calculations above are:

$33,360,522	**Fee Due In Lieu of Parkland Dedication**
$ 8,126,320	**Value of Dedicated Parkland**
$ 3,877,620	**Credit for Private Recreational Amenities**
$21,356,582	**Mitigation Fee Payment for Remaining Obligation**

Table 1. Computation of Parkland Dedication	
Project Unit Type: Multi-Family Dwelling	**Mitigation Fee Act**
Persons/Dwelling Type	2.4
Multi-Family Project Units	*1079*
Residents	2590
Parkland Dedication Required(acres): R/1000x2.53	6.733
Fee In Lieu of Parkland Dedication	$33,360,522

Table 2. Public Parkland Dedications Proposed, Service Level			
Parkland Proposed	**Square Feet**	**Acres**	**Type of dedication**
Neighborhood Park	87,728	2.014	Fee Title
Total to be dedicated	*87,728*	**2.014**	
Total Proposed Dedicated Public Parkland Value: $8,027,229 (87,728 sq. ft. -1,071 sq. ft. portion of the sidewalk included in the park parcel that should be deducted from credit = 86,657 sq. ft.)			

Table 3. Credit for proposed Private On-site Park & Rec "Active Rec Uses"			
	Sq. Ft.	**Acres**	
Building A			
Podium Small Courtyard: family picnic area landscaped and furnished, park-like quiet area fitness area	3,967	0.0911	
Podium Large Courtyard: family picnic area landscaped and furnished, park-like quiet area games/sport court/bocce court	7,954	0.1826	
Podium Outside of Pool Enclosure: family picnic area fitness area	3,809	0.0874	
Podium: accessible swimming pool family picnic area	8,323	0.1911	
Podium Fitness Room: gym equipment, workout space	2,000	0.0459	
Podium Club Room: gathering/activity area, kitchen, game room, media center	2,100	0.0482	
Podium Small Fitness Room: yoga space, spin cycles	750	0.0172	
Building B			
Podium Small Courtyard: family picnic area landscaped and furnished, park-like quiet area	4,072	0.0935	
Podium Large Courtyard: family picnic area landscaped and furnished, park-like quiet area	11,892	0.2730	
Podium Courtyard Outside of Pool Enclosure: family picnic area fitness area	7,249	0.1664	
Podium: accessible swimming pool family picnic area	6,110	0.1403	
Podium Fitness Room: gym equipment/workout space	1,985	0.0456	
Podium Club Room: gathering/activity area, kitchen, game room, media center	2,200	0.0505	
Building C			
Podium Large Courtyard: family picnic area landscaped and furnished, park-like quiet area fitness area	7,577	0.1739	
Podium: accessible swimming pool family picnic area fitness area	9,284	0.2131	
Level 2 Fitness Room: gym equipment, workout space	2,050	0.0471	
Podium Club Room: gathering/activity area, kitchen, game room, media center	2,400	0.0551	
Total	*83,722*	*1.9220*	

Credit 50% for private Active Recreation & Value	***0.9610***	***$ 3,877,620***
Parkland Value Deficit after Credit		***$ 21,455673***

Building	A	B	C
MFA Units	364	399	316
Gross Park Fee*	$11,254,152	$12,336,282	$9,770,088
(Park Dedication Credit -100% at completion of Phase 1 and 2)		[3]*($8,106,404**)*	
(50% of Park Dedication at completion of Phase 1; remaining 50% at completion of Phase 2)		[4]**) This should be the value of the lily pad, not 50% of the park.	[7]**) This should include the other 50% of the lily pad plus the balance of the park acreage not included in the lily pad.
(Private Recreation Credit – 50% of private amenities)	[1]($1,338,655) These elements do not meet the min req. of ¾ acre for credit. If this is the last bldg. to be constructed, full credit will be applied. If it is the second bldg. constructed, the credit will be carried forward & combined with the credit for the next bldg. constructed.	[5]($1,551,937) Add the value of 50% of the lily pad acreage to this number.	[8]($987,028) These elements do not meet the min req. of ¾ acre for credit. If this is the last bldg. to be constructed, full credit will be applied. If it is the second bldg. constructed, the credit will be carried forward & combined with the credit for the next bldg. constructed.
Net Park In Lieu Fee Due at Final Inspection on a Pro Rata Basis* **	[2]$$11,254,152 if not eligible for credit until a later phase. If this is the last bldg. constructed: $11,254,152-	[6]$ $12,336,282 minus $1,551,937 minus the value of 50% of the lily pad acreage	[9]$ If this bldg. is constructed after Bldg. B: $9,770,088 minus value of 50% of

	[1]$1,338,655-[8]$987,028 = $8,928,469	equals the Balance Due	the lily pad minus the value of balance of the park acreage equals the Balance Due. The remaining credit for private amenities would be carried over to the calculations for bldg. A.

*Per Santa Clara City Code Section 17.35 Resolution No. ____ (FY 2020/2021).

**Pursuant to Section 4(F) of this Agreement, the first of Building B or Building C will install Phase 1 of the Park and received 50% park credit as a private recreation credit and the second will complete Phase 2 and receive the remaining 50% credit.

***Pursuant to Mitigation Fee Act, Government Code Section 66007(a), as amended and expanded by SB 937, all park in lieu fees are due at final inspection for each Building.

EXHIBIT G
PARKS & RECREATION DEPARTMENT CONDITIONS OF APPROVAL

*Please note the Conditions of Approval below represent those required by the Park and Recreation Department. Other Conditions of Approval by other City departments still apply.

PR1. This memo assumes the Project is not a subdivision and the Mitigation Fee Act (MFA) provisions will apply. The project will generate an estimated [2580] residents (2.4 persons/household x 1075 units). Based on the MFA standard of 2.6 acres/1000 residents, the amount of public parkland required for this Project to mitigate the impact of the new resident demand is approximately 6.7 acres. The equivalent fee due in lieu of parkland dedication is therefore $33,236,850.

PR2. In lieu fees imposed under Chapter 17.35 shall be due and payable to the City prior to issuance of a building permit for each dwelling unit.

PR3. Application for Credit. This project includes 83,722sf, or 1.961 acres, after deducting 4-foot set-back, of private active recreational amenities and will receive credit at 50%, or 41,861sf, or 0.961 acres. See Table 3.

PR4. The balance of fees due in lieu of parkland dedication is $21,232,910.

PR5. The public park must be programmed and constructed to the “Park Amenity & Design Standards” and City standards.

PR6. Park plans as submitted are considered a “conceptual design” and developer will present public park schematic design plans to the Parks & Recreation Commission for their review and recommendation to City Council.

PR7. Developer to enter into a Park Improvement Agreement and a Park Maintenance Agreement which will be submitted to Council for approval before park construction begins.

PR8. The children’s play area should have separate areas serving ages 2-5 and 6-12 that include the six + one elements of play (climbing, balancing, spinning, brachiating, swinging, sliding, and running/free play/imagination).

PR9. Developer to submit park construction plans to the City for review and approval after review by the Parks and Recreation Commission and prior to starting park construction.

PR10. Developer will maintain Public Park in perpetuity at sole cost to Developer.

PR11. Provide soil reports to City for proposed public park area.

PR12. Developer will provide City with GIS/Enterprise Asset Management System (EAMS) data for the public park facilities. The base map and design elements/assets should meet the City data dictionary definitions for each asset.

PR13. A dwelling unit tax (DUT) is also due based on the number of units and additional bedrooms per City Code Chapter 3.15. The Project mix includes 170 studio units, 597 one-bedroom units and 308 two-bedroom units for a total DUT of $17,665.

PR14. A drinking fountain/dog bowl/bottle filler combination is required in the park. The drinking fountain shall have an ADA and standard height options.

PR15. Utilities in the park parcel shall only service the park parcel and all other utilities shall be removed from the park parcel.

PR16. The fire hydrant shall be removed from the park parcel.

PR17. The Underground Electric Easement, Private Ingress/Egress Easement, Emergency Vehicle Access Easement, and power pole anchor easement shall not be in the park parcel.

See details below…

Table 1. Computation of Parkland Dedication

Project Unit Type: Multi Fam Dwelling	**Mitigation Fee Act**
Persons/Dwelling Type	2.4
Multi Family Project Units	1075
Total New Residents	2580
Parkland Dedication Required (acres): R/1,000 x 2.6	6.7080
Equivalent In Lieu Fee	$33,236,850
Balance of Fees Due in lieu of Parkland Dedication:	**$21,232,910**

Table 2. Public Parkland Dedications Proposed, Service Level

Parkland Proposed	**Square Feet**	**Acres**	**Type of Dedication**
Neighborhood Park	87,728	2.014	Fee Title
Total to be dedicated:	87,728	2.014	
Total Proposed Dedicated Public Parkland Value:		**$8,126,320**	

Table 3. Credit for Proposed Private Onsite Park & Recreation "Active Rec Uses"

	Square Feet	**Acres**
Building A		
Podium Small Courtyard: family picnic area landscaped and furnished, park-like quiet area fitness area	3,967	0.0911
Podium Large Courtyard: family picnic area landscaped and furnished, park-like quiet area games/sport court/bocce court	7,954	0.1826
Podium Outside of Pool Enclosure: family picnic area fitness area	3,809	0.0874
Podium: accessible swimming pool family picnic area	8,323	0.1911
Podium Fitness Room: gym equipment, workout space	2,000	0.0459
Podium Club Room: gathering/activity area, kitchen, game room, media center	2,100	0.0482

Podium Small Fitness Room: yoga space, spin cycles	750	0.0172
Building B		
Podium Small Courtyard: family picnic area landscaped and furnished, park-like quiet area	4,072	0.0935
Podium Large Courtyard: family picnic area landscaped and furnished, park-like quiet area	11,892	0.2730
Podium Courtyard Outside of Pool Enclosure: family picnic area fitness area	7,249	0.1664
Podium: accessible swimming pool family picnic area	6,110	0.1403
Podium Fitness Room: gym equipment/workout space	1,985	0.0456
Podium Club Room: gathering/activity area, kitchen, game room, media center	2,200	0.0505
Building C		
Podium Large Courtyard: family picnic area landscaped and furnished, park-like quiet area fitness area	7,577	0.1739
Podium: accessible swimming pool family picnic area fitness area	9,284	0.2131
Level 2 Fitness Room: gym equipment, workout space	2,050	0.0471
Podium Club Room: gathering/activity area, kitchen, game room, media center	2,400	0.0551
Total:	*83,722*	*1.9220*
Credit at 50% for Private Active Recreation & Equivalent Value:	0.961 acres	$3,877,620
Balance of Fees Due in lieu of Parkland Dedication:	**$21,232,910**	

EXHIBIT H
BOND FORMS
(*developer to provide*)

EXHIBIT I
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 each occurrence

   $1,000,000 general aggregate

   $1,000,000 products/completed operations aggregate

   $1,000,000 personal injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf' basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 OJ, with minimum policy limits of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars ($1,000,000) policy limit Illness/Injury by disease, and one million dollars ($1,000,000) for each Accident/Bodily Injury.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

I. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy procured by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other applicable insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other applicable insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non- payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non- renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit D, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at their respective sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such

insurance coverage shall be maintained with insurers, and under forms of policies, reasonably satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara Parks & Recreation Department

P.O. Box I00085 - S2 or I Ebix Way

Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance Contractor of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT J
SAMPLE CERTIFICATE OF ACCEPTANCE

CERTIFICATE OF ACCEPTANCE

GRANT DEED

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property conveyed by deed or grant dated _____, 202__ from *insert name, a[n] choose one: _____ (enter State name) corporation / limited liability company / partnership / individual to the City of Santa Clara, California, a chartered municipal California corporation ("City") is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by City Council action on *insert date of Council action; and the City as Grantee consents to recordation by its duly authorized officer.

DATED: This _____ day of _____, 202__.

APPROVED AS TO FORM:

_____
GLEN R. GOOGINS
City Attorney

_____
JŌVAN D. GROGAN
City Manager
City of Santa Clara

RECORD WITHOUT FEE
PURSUANT TO GOVERNMENT CODE§ 6103

RECORDING REQUESTED BY:
Office of the City Attorney
City of Santa Clara, California

WHEN RECORDED, MAIL TO:
City of Santa Clara
City Clerk's Office
1500 Warburton Avenue
Santa Clara, California 95050

Form per Gov't Code Section 27361.6 SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Santa Clara and therefore is exempt from the payment of the recording fee pursuant to Government Code §6103 and 27383 and from the payment of the Documentary Transfer Tax pursuant to Revenue and Taxation Code §11922.

PARK MAINTENANCE AGREEMENT

BY AND BETWEEN

THE CITY OF SANTA CLARA,

a chartered California municipal corporation,

AND

CRE-GS FREEDOM CIRCLE PHASE I OWNER, LLC

This Park Maintenance Agreement ("**Agreement**") is entered into by and between CITY OF SANTA CLARA ("**City**"), a chartered California municipal corporation, and CRE-GS FREEDOM CIRCLE PHASE I OWNER, LLC ("**Contractor**"), (collectively the "**Parties**") and is effective on the date set forth in Section 3.

RECITALS

City and Contractor enter into this Agreement based on the following facts, understandings and intentions, and the following recitals are a substantive part of this Agreement:

A. **WHEREAS**, Contractor is developing residential project as part of the project located at 3925 (but also referred to as 3905) Freedom Circle described in File Number PLN2017-12516 in the City ("Project") which includes the approximately 13.4-acre real property identified on **Exhibit A** ("Project Property"); and

B. **WHEREAS**, the Project includes an approximately 2.014-acre public park and Parties have signed that certain agreement termed the Parkland Agreement, wherein Contractor has agreed to dedicate that real property located in the City described as Parcel 4 in that certain Parcel Map recorded on _____, 2025, and more particularly described in **Exhibit B** attached hereto (the "Park Site") and construct public park improvements on the Park Site substantially in accordance with those specified in the Public Park Improvements Site Plan set forth in **Exhibit C** to this Agreement (the "Park Improvements"); and

C. **WHEREAS**, the Project will, in part, meet its parkland dedication requirements through the dedication of a park, and, as a condition of approval of the Project, Contractor has voluntarily agreed to assist with and pay for the maintenance, repair, and/or replacement of the Park Improvements on the Park Site under the terms of this Agreement; and

D. **WHEREAS**, the Project consists of three multi-family buildings on three separate parcels, referred to as Building A, Building B and Building C, within the Property, which are anticipated to be owned, built and operated over time by up to three separate entities and their assigns, and, therefore, at the point that the Property is owned by more than one legal entity, all common area maintenance, including the parkland maintenance obligations under this Agreement, will then be performed by a duly-formed Property Owners Association ("**POA**") in accordance with those certain Conditions, Covenants and Restrictions ("**CC&Rs**") that will allow common area maintenance, including the parkland maintenance obligations under this Agreement, to be shared among the future owners of Buildings A, B and C.

E. **WHEREAS**, the Parties desire to enter into this Agreement to set forth the roles and responsibilities of the Parties relating to the maintenance of the Park Improvements; and

F. **WHEREAS**, City's Director of Parks and Recreation ("**Director**"), including the Director's designees) is charged with and authorized for the administration of this Agreement.

SECTION 1. AGREEMENT DOCUMENTS.

The documents forming this entire Agreement between City and Contractor shall consist of this Agreement including the following exhibits which are incorporated herein fully by reference:

Exhibit A	Legal Description of Project Property
Exhibit B	Legal Description of Park Parcel
Exhibit C	Public Park Improvements Site Plan
Exhibit D	Scope of Services and Maintenance Specifications for Park Site
Exhibit D.1	City Of Santa Clara's Integrated Pest Management Policy
Exhibit E	Insurance Requirements

The Parties acknowledge their mutual understanding that the terms and conditions in the main body of this Agreement ("Terms and Conditions") and the above-referenced Exhibits are consistent with each other and the Parties agree that the Terms and Conditions and the Exhibits shall be read and interpreted in a manner to maintain the greatest consistency between them and to accomplish, to the greatest practical and legal extent feasible, the mutual intent and goals of the Parties as set forth in this Agreement. In the event there are any discrepancies or inconsistencies between the Terms and Conditions and any of the above-referenced Exhibits, the Terms and Conditions shall prevail.

SECTION 2. CONSTRUCTION AND DEDICATION OF PARK IMPROVEMENTS.

The Parties acknowledge and agree that the design, construction and installation of all improvements and initial landscaping for the Park Site as described in and required by the Parkland Agreement and/or any other separate public improvement agreement between City and Contractor and any and all plans attached thereto or referenced therein or otherwise approved by City in connection therewith ("**Park Improvements**"), the dedication of the Park Site upon completion of the Park Improvements, and the payment of any fees due in lieu of parkland dedication, shall be and remain governed exclusively by the provisions of the Parkland Agreement and any such other public improvement agreement.

SECTION 3. TERM OF AGREEMENT.

This Agreement and Contractor's obligations hereunder shall become effective on the later of: (i) the last date this Agreement is executed by the City and Contractor and (ii) the beginning of the Maintenance Period and shall terminate upon expiration or earlier termination of the Maintenance Term. As used herein, "**Maintenance Term**" shall mean the period of time commencing upon the date that fee title to the Park Site transfers to the City and continuing in perpetuity until terminated upon the first to occur of any of the following: (a) upon mutual written agreement of the Parties; (b) the date, if any, that the Park Site is no longer a publicly owned park, or (c) the Park Site is demolished and is not rebuilt.

SECTION 4. RIGHT-OF-ENTRY.

At all times during the Maintenance Term, Contractor and its employees, agents, and contractors shall have a non-exclusive license and right for pedestrians, vehicles, machinery and equipment to enter into, over, across, and upon the Park Site as is necessary for access, ingress, egress, and all activities related to the maintenance of the Park Site during the Maintenance Term as set forth in Section 5 and **Exhibit D** of this Agreement. No encroachment permit, consent or approval shall be required to be obtained by Contractor or any of its contractors from City in order to enter upon the Park Site for such purposes, unless an encroachment permit is required under either Santa Clara City Code Section 12.25.030 or Santa Clara City Charter Section 714.1.

SECTION 5. DESCRIPTION AND SCHEDULE OF MAINTENANCE SERVICES.

A. Contractor shall, at Contractor's sole cost and expense, fully and timely perform and satisfy any and all terms, conditions, and obligations of this Agreement. During the Maintenance Term and subject to the terms and conditions of this Agreement, Contractor shall, at Contractor's sole cost and expense, provide labor, supervision, supplies, materials, equipment, and any and all [Will have this odd gap fixed by word processing] other tools and manpower necessary to maintain and/or repair the Park Site in accordance with this Agreement.

B. In performing such maintenance and repair services, Contractor shall comply with the general maintenance requirements of the Park Site as described in **Exhibit D** of this Agreement to a level comparable to the level of maintenance and repairs performed by City within similar public parks located elsewhere within the City, and as required by the Director (the "**Maintenance Services**"). All Maintenance Services performed under this Agreement shall be subject to reasonable City review and approval for consistency with the Maintenance Services standards.

C. Contractor's Maintenance Services must be completed in accordance with the specifications set out in **Exhibit D** of this Agreement or as may be modified in writing between City and Contractor.

D. Project Owner and/or its contractor, subcontractor, agent, or representative shall not store any equipment, materials, or supplies in, on, or upon the Park Site. unless reasonably necessary to perform any Maintenance Services or for restoration in the event of a casualty.

E. The Parties acknowledge and agree that, at all times during the Maintenance Term, the Park Site will be and remain a public park operated, controlled, supervised, and policed (including all emergency response services) solely by City, and open to the public during the hours then set by City (currently, 6:00 A.M. until one-half hour after sunset). Notwithstanding any provision herein to the contrary (including but not limited to Section 14), nothing in this Agreement shall create, or be deemed to create, any responsibility or liability on the part of Contractor or any of its respective contractors, employees, affiliates, successors or assigns of any portion of the Property ("**Contactor Parties**"), for the operation, control, supervision, or policing of the Park Site or the public's use of or access to the Park Site. Nothing herein gives Contractor the right to restrict or to exclude any

person or entity from the Park Site during the Maintenance Term, except as provided in this Agreement. If Contractor believes that any area of the Park Site needs to be restricted or closed for public safety purposes, including to perform the Maintenance Services described herein, Contractor may, upon not less than two (2) days prior written notice to City (except in emergency situations in which case only notice that is reasonable under the circumstances shall be required), restrict or close such areas of the Park Site for a reasonable amount of time in order to allow the safety issues to be addressed. Contractor and/or its employees, agents, representatives, contractors, or subcontractors shall not store any equipment, materials, or supplies in, on, or upon the Parklands beyond such time reasonably necessary to perform any particular Maintenance Services for which they are needed and shall take appropriate measures to secure the same and prevent any public access thereto. The Parties acknowledge and agree to comply with the applicable provisions of Section 714.1 of the Santa Clara City Charter requiring that no substantial building, construction, reconstruction or development upon or with respect to the Park shall be made except pursuant to ordinance subject to referendum.

F. During the Maintenance Term, upon City's request, Contractor's maintenance contractor(s)/facilities manager and the Director or other designated representative of the City shall meet on a periodic basis at the Park Site to inspect the Park Site and review the Maintenance Services provided herein by Contractor.

SECTION 6. INDEPENDENT CONTRACTOR.

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of its employees, agents, subcontractors, and representatives in the performance of this Agreement. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative, or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

SECTION 7. COMPLIANCE WITH LAWS.

A. In performing its obligations under this Agreement, Contractor shall comply with all applicable laws, ordinances, codes and regulations (collectively "**laws**") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement, subject to the provisions of this Agreement. The Parties acknowledge and agree that neither Contractor nor any of its contractors or subcontractors will be receiving any payment from City for the Maintenance Services. and that there is no requirement for the payment of prevailing wages in connection with the Maintenance Services.

B. Without limiting the generality of the foregoing provision, all persons retained by Contractor to perform Maintenance Services required under this Agreement shall possess the requisite licenses and necessary permits to perform such Maintenance Services.

SECTION 8. PERSONNEL/IDENTIFICATION.

A. Any and all personnel employed or retained by Contractor in performance of this Agreement shall be qualified to perform the duties assigned to them by Contractor and

shall be of good moral character. Contractor's personnel shall conduct themselves at all times in a courteous and businesslike manner.

B. Contractor represents and warrants to City that any personnel retained by Contractor to perform Maintenance Services shall not have any criminal record for offenses related to the possession or use of controlled substances, sex offenses or any criminal offense involving violence.

C. All personnel who perform Maintenance Services will wear clothing or a nametag, which bears the Contractor's name, or if an approved subcontractor, the clothing shall bear the subcontractor's name. The clothing worn by Contractor's personnel shall be appropriate for the work assigned and shall give Contractor's staff a neat and professional appearance. Contractor's vehicles that park on the Park Site shall have appropriate identification as approved by the Director (i.e., Contractor's vehicles will not be allowed on the Park Site without the appropriate parking permit displayed on the dashboard).

SECTION 9. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, or any other protected class in connection with or related to the performance of this Agreement.

SECTION 10. TAXES AND CHARGES.

Contractor shall be solely responsible for, and will pay, any excise taxes, fees, contributions, or charges applicable to the conduct of its business or which may be levied on the Maintenance Services hereunder.

SECTION 11. CONFIDENTIAL INFORMATION.

All City data, documents, discussions or other information developed or received by or for the Contractor in performance of this Agreement are confidential and must not be disclosed to any person or entity except as authorized in writing by City, or as required by law or court order or as required to be disclosed to the officers, directors and members of any owners association for the Project ("**Confidential Information**"). Confidential Information shall not include information that (i) is or becomes generally available to the public without breach of this Agreement, (ii) was in the possession of Contractor prior to the disclosure thereof by City, (iii) was or is obtained by Contractor from a third party who, to the knowledge of Contractor, is not subject to any confidentiality agreement in favor of City regarding such information, or (iv) is independently developed by or on behalf of Contractor without reliance on the Confidential Information. Contractor, its respective agents, directors, officers, employees, consultants, contractors, and subcontractors shall hold the Confidential Information in strict confidence and not use on its own behalf or disclose such Confidential Information to any third party, unless required by law.

OWNERSHIP OF MATERIALS.All reports, documents or other materials related to the Park Site developed or discovered by Contractor or any other person engaged directly or indirectly by

Contractor to perform Maintenance Services are City's property without restriction or limitation upon their use by City.

SECTION 12. ASSIGNABILITY.

Subject to the provisions of this Section, Contractor may not assign any rights, duties, or obligations under this Agreement without the prior written consent of City, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that the City acknowledges and agrees that Contractor is authorized to hire, and to delegate to, appropriately qualified contractors and/or subcontractors to perform the Maintenance Services under this Agreement. The assignment of Contractor's rights, duties and obligations hereunder to any of the following entities or persons shall not require approval of City and shall automatically result in the release of the assignor from its obligations hereunder: (i) any entity that is an affiliate of Contractor; (ii) any other party comprising Contractor; (iii) the POA, once duly-formed and subject to recorded CC&Rs that include the obligations hereunder to the reasonable satisfaction of the Director; and (iv) any entity or person that acquires or leases any portion of the Project. As used herein, an "**affiliate of Contractor**" means any entity that directly or indirectly controls or is controlled by or under common control with Contractor (whether through the ownership or control of voting interests, by contract, or otherwise). Any attempt by Contractor to assign or transfer this Agreement in violation of this Section 12 of the Agreement will be voidable at City's sole discretion.

Any contractor and/or subcontractor retained by Contractor to perform and satisfy any terms, conditions or obligations under this Agreement, including insurance requirements, and shall receive a copy of this Agreement and be contractually required to comply with this Agreement. Contractor shall be responsible for all contractors or subcontractors retained by Contractor, or on its behalf, to perform any Maintenance Services under this Agreement.

SECTION 13. ALTERATIONS.

Contractor shall not make, nor be obligated to make, any improvements, alterations, additions, or changes to the Park Site or the Park Improvements other than performing the Maintenance Services. Alterations which involve structural changes to the Park Site . Alterations which are non-structural changes to the Park Site may be approved by Director. Any such Alterations shall be done in compliance with Santa Clara City Charter section 714.1 and shall be solely funded by the City unless expressly requested by the Contractor in its sole and absolute discretion.

SECTION 14. INDEMNIFICATION.

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents (collectively, "**City Parties**") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner to the extent arising from, or alleged to arise in whole or in part from, or in any way connected with the performance of the Maintenance Services by Contractor pursuant to this Agreement, including claims of any kind by Contractor's employees or persons

contracting with Contractor to perform any portion of the initial construction of the Park Improvements, and shall expressly include passive or active negligence by City connected with the Contractor's performance of the initial construction of the Parklands Improvements. However, the obligation to indemnify shall not apply to the proportionate extent such liability is ultimately adjudicated to have arisen in whole or in part from the willful misconduct or grossly negligent acts or omissions of City or the City Parties; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("**Act**") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

D. City agrees to protect, defend, hold harmless and indemnify Contractor, its officers, employees, contractors and agents and successors and assigns (collectively, "**Contractor Parties**") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner to the extent arising from, or alleged to arise in whole or in part from, or in any way connected with the active negligence or willful misconduct of City or any City Parties with respect to the City's operation, control, supervision, or policing of the Park Site, including actions by members of the public on the Park Site.

E. The provisions of this Section 14 shall survive expiration or sooner termination of this Agreement.

SECTION 15. INSURANCE REQUIREMENTS.

Contractor agrees that Contractor or its subcontractor shall have and maintain the policies set forth in the attached **Exhibit E**, entitled "Insurance Requirements" to cover the Contractor's Maintenance Services under this Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Risk Manager or the Risk Manager's authorized designee ("**Risk Manager**") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before any Maintenance Services commence under this Agreement.

SECTION 16. TERMINATION.

A. Notwithstanding any other provision in this Agreement, the City, in its sole discretion, may immediately terminate this Agreement, without cause, upon written notice of termination

to the Contractor, whereupon City shall assume, and thereafter be and remain solely responsible, at City's sole cost, for the performance of all Maintenance Services.

B. City's Director is authorized to terminate this Agreement on City's behalf under this Section 16 or Section 17 of this Agreement.

C. In the event of termination, Contractor shall immediately deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement.

SECTION 17. DEFAULT AND TERMINATION.

A. If Contractor fails to perform any of the material terms, conditions, or obligations required to be performed by Contractor under this Agreement, and such failure continues uncured for a period of thirty (30) days following Contractor's receipt of written notice from City specifying Contractor's breach (or such longer cure period in those instances where the specified breach cannot reasonably be cured within such 30-day period, provided Contractor commences to cure the specified breach within such 30-day period and thereafter diligently pursues such cure to completion), Contractor shall be deemed to be in default under this Agreement (a "Contractor's Default'). In the event of a Contractor's Default, City, as its sole and exclusive remedy, may either (a) take all reasonable steps to cure such Contractor's Default and recover damages from Contractor for the direct costs and expenses incurred by City in such cure of Contractor's Default; or (b) seek specific performance by Contractor of the cure of such Project Owner's Default.

SECTION 18. WAIVER.

Each Party acknowledges and agrees that the other Party's waiver of any provision or breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of the Maintenance Services hereunder will not be a waiver of any provision of this Agreement.

SECTION 19. GOVERNING LAW.

This Agreement shall be governed and construed, and its performance enforced, under the statutes and laws of the State of California law.

SECTION 20. VENUE.

In the event that suit is brought by either Party to this Agreement, the Parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 21. NOTICES.

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U.S. mail, or sent via courier service, addressed to the respective Parties as follows:

City of Santa Clara
Attention: Parks & Recreation Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at parksandrecreation@santaclaraca.gov,
manager@santaclaraca.gov

And to Contractor addressed as follows:

CRE-GS Freedom Circle Phase I Owner, LLC
c/o Greystar Real Estate Partners, LLC
450 Sansome Street, Suite 500
San Francisco, CA 94111
Attention: Troy Vernon
Email: tvernon@greystar.com
Phone: (415) 527-2857

With a copy to:

Holland & Knight, LLP
560 Mission St., Suite 1900
San Francisco, CA 94105
Attention: Tamsen Plume
Email: tamsen.plume@hklaw.com
Phone: (415) 743-6941

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail. The Parties shall notify each other in writing of changes in either their respective addresses or their representatives subject to notification in accordance with the provisions of this Section 21.

SECTION 22. COMMUNICATION WITH CITY STAFF AND PARKS CONCERNS.

Without limiting or modifying the provisions of Section 5 above, Director shall be notified immediately in the event that an incident relating to the Park Site (i) requiring the filing of a police report, (ii) resulting in the Park Site or related Park Improvements being in an unsafe condition, (iii) otherwise materially affecting the operation of the Park Site, or (iv) non-life-threatening emergency should occur on, in or around the Park Site (collectively "**Park Incidents**"). Communication described in this Section 22 shall be in addition to notices described in Section 21 above. Contractor shall use best efforts to provide communication as follows:

Life threatening emergencies, or crimes in progress.	Contact emergency services: 911
Park Incidents or non-life-threatening Park Site emergencies occurring on weekdays between the hours of 8 a.m. and 5 p.m.	Contact Deputy Parks and Recreation Director Office: Office (408) 615-3770
Park Incidents or non-life-threatening Park Site emergencies occurring on weekdays between the hours of 5 p.m. and 8 a.m., on weekends, or on City holidays.	Contact Non-Emergency Police Department Line: (408) 615-5580
Public's comments, concerns	Refer public to the MySantaClara app (www.santaclaraca.gov/services/make-a-service-request)

SECTION 23. FORCE MAJEURE.

A. "**Force Majeure Event**" shall be defined as any matter or condition beyond the reasonable control of a Party, including but not limited to war, public emergency or calamity, fire, earthquake, extraordinary inclement weather, Acts of God, strikes, labor disturbances or actions, civil disturbances or riots, litigation brought by third parties against either City or Contractor or both, epidemic or pandemic (including COVID-19 or any variant), default by the other Party, or any governmental order or law which causes an interruption in the performance of this Agreement or prevents timely delivery of materials or supplies.

B. Should a Force Majeure Event prevent performance of this Agreement, in whole or in part, the Party affected by the Force Majeure Event shall be excused or performance under this Agreement shall be suspended to the extent commensurate with the Force Majeure Event; provided that the Party availing itself of this Section 23 shall notify the other Party within ten (10) days of the affected Party's knowledge of the commencement of the Force Majeure Event; and provided further that the time of suspension or excuse shall not extend beyond that reasonably necessitated by the Force Majeure Event.

C. Notwithstanding the foregoing, the following shall not excuse or suspend performance under this Agreement:

1. Performance under this Agreement shall not be suspended or excused for a Force Majeure Event if such event is not defined as a Force Majeure Event.

2. Negligence or failure of Contractor to perform its obligations under this Agreement shall not constitute a Force Majeure Event.

3. The inability of Contractor for any reason to have access to funds necessary to carry out its obligations under this Agreement or the termination of any contract by any subcontractor or for Contractor's default under such contract shall not constitute a Force Majeure Event.

SECTION 24. ESTOPPEL CERTIFICATES.

Either Party (the "**requesting Party**") may, at any time, and from time to time, deliver written notice to the other Party (the "**certifying Party**") requesting the certifying Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and is a binding obligation of the Parties, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe the nature of any defaults, and (iv) such other reasonable items as may be requested. The certifying Party receiving a request under this Section 24 shall execute and return its certificate within thirty (30) days following receipt of the request. The Director shall be authorized to execute any certificate requested by Contractor. Contractor and City acknowledge that a certificate hereunder may be relied upon by any transferees, title companies, and lenders. Contractor shall pay the City's reasonable costs involved in providing such estoppel certificate.

SECTION 25. MISCELLANEOUS.

A. If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

B. Subject to the provisions of Section 15, this Agreement binds and inures to the benefit of the Parties and their respective successors, assigns and legal representatives.

C. The headings of the sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

D. Where this Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.

E. This Agreement is personal to Parties hereto, and the rights provided to Company shall not be deemed to be a possessory or any other type of interest or encumbrance in real property nor shall this Agreement be deemed to run with the land.

F. This Agreement, including all Exhibits attached thereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be amended by formal written agreement executed by both Parties.

G. Whenever required by the context of this Agreement, the singular includes the plural and the masculine includes the feminine and vice versa. This Agreement is not to be construed

as if it had been prepared by one of the Parties, but rather as if all the Parties had prepared it.

Except where the context otherwise requires, whenever the term maintenance is used in this agreement it shall also be interpreted to mean and include repair and/or replacement. For purposes of this Agreement, replacement is defined as the substitution of equipment and/or facilities related to the Park Improvements at the Park Site due only to the disrepair, dilapidation, age, or condition of the Park Improvements.

[signatures on following page]

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: ----------

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
FAX: (408) 241-6771

"CITY"

CRE-GS FREEDOM CIRCLE PHASE I OWNER, LLC
a Delaware limited liability company

Dated: _____

By (Signature): _____
Name: _____
Title: _____
Principal Place of Business Address: _____
Email Address: _____
Telephone: ( ) _____
Fax: ( ) _____

"CONTRACTOR"

*Proof of authorization for Contractor's signatures is required to be submitted concurrently with this Agreement.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2025, before me,_____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ **(Seal)**
Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2025, before me,_____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ **(Seal)**
Signature

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT PROPERTY



[Placeholder to show entire property; replace with legal description of Parcels 1, 2 and 3 after Parcel Map recorded]

EXHIBIT B

LEGAL DESCRIPTION OF PARK PARCEL

Real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

[*Insert reference to recorded Parcel Map Parcel No. 4 prior to recording*]

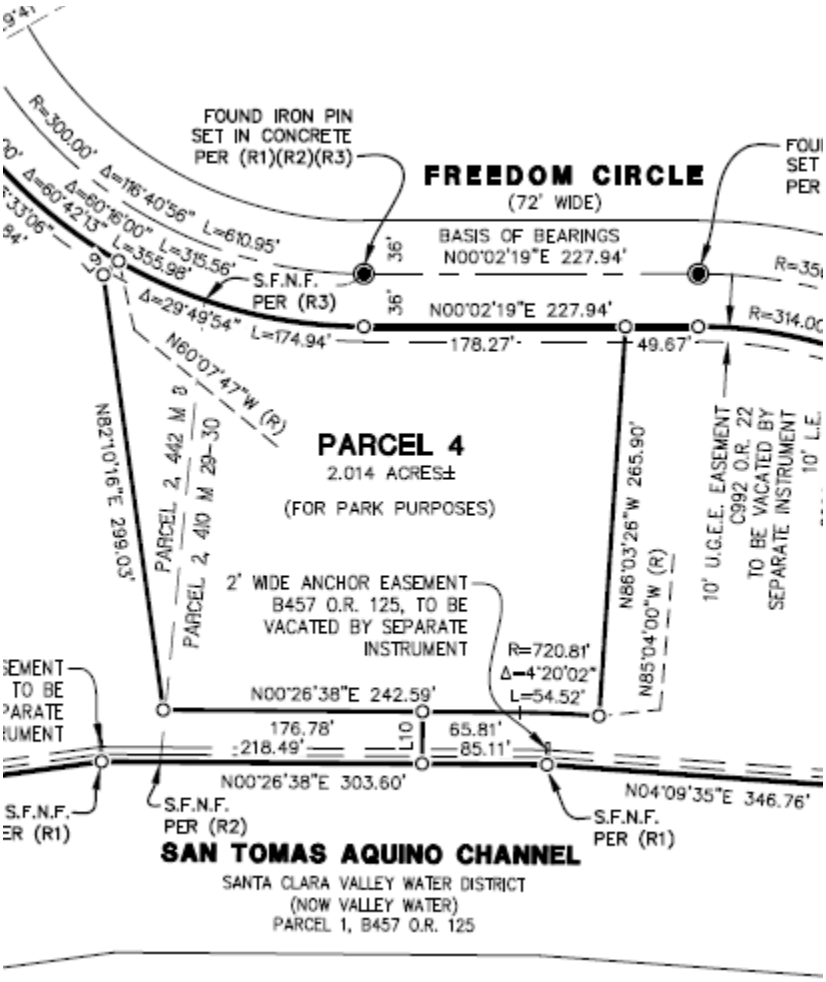


EXHIBIT C

PUBLIC PARK IMPROVEMENTS SITE PLAN



EXHIBIT D

SCOPE OF SERVICES AND MAINTENANCE SPECIFICATIONS

Turf Care

1. Mowing to be performed at a uniform height in alternating patterns on a weekly basis. Mulching mowers are allowed. Turf to be clean of debris upon completion.

2. Edging along sidewalks and curbs with power edger, weekly.

3. A 6" - 12" buffer zone to be maintained around all obstacles including buildings, fencing, light fixtures, signs, trees, etc., weekly.

4. Mechanical aeration to be performed two times per year.

5. Overseeding of turf, weekly due to pet damage.

6. Annual fall overseeding included as part of the overall maintenance program.

7. Fertilize turf 4x per year, not to exceed 6Ib of Nitrogen per 1000 sq. ft. annually.

8. Spray broadleaf weeds quarterly.

Ground Cover, Shrubs And Vine Care

1. Pruning shall be performed to maintain neat, clean and well defined appearance within all general boundaries including sidewalks and structures.

2. A 6" - 12" buffer zone to be maintained around all obstacles including buildings, fencing, light fixtures, signs, trees, etc.

3. Fertilize 3x per year.

4. Mulch all bare planter areas quarterly with approved Recology arbor mulch.

Tree Care

1. Pruning shall be performed to develop trunk caliper and scaffolding branches and includes the removal of dead and damaged branches, which can be reached from the ground with an extension pole pruner.

2. Prune for 8' clearance over walkways and 15' over parking areas and streets.

3. Labor and materials for tree staking, ties and guying requirements are included.

Plant Health

1. Control diseases, pests and weeds mechanically and via product material per approved guidelines and requirements.

2. Apply fertilization product material to provide lush, green and healthy appearance, to maintain all plant material in a state of perpetual growth. After application process, clean up any overspray of product material, immediately.

3. Provide any tests and reports as required once per year, to investigate soil chemistry, disease and insects and other factors to maintain the landscape in a healthy state.

Disease, Pest and Weed Control

1. Control all plant material diseases, pests, weeds and rodents mechanically and via approved product material per Department of Pesticide Regulation, County of Santa Clara Agriculture Commissioner and City of Santa Clara Integrated Pest Management guidelines and requirements.

2. Spray or manually remove weeds in all hardscape on a monthly basis.

Irrigation Management

1. Manage controller units for scheduled operation during evening hours. Provide system adjustments, cleaning, modifications and minor repairs to meet plant requirements, resulting in maximizing water usage, while minimizing runoff and overspray.

2. Provide monthly system inspections. Complete thorough irrigation inspections in February and September and report via Irrigation Tracking Sheets.

3. Repairs per unit pricing rates.

4. Hand watering is included, to maintain plant material in a healthy state, which has inadequate irrigation coverage.

Extra Work

1. Sod replacement and shrub replacement as needed to maintain a full and lush appearance.

2. Plant and irrigation replacements required due to damage by others.

3. In-fill and installation of decomposed granite pathway material.

General

1. Daily: Site review and trash clean up to be performed first thing each morning. Walkways to be swept or blown for pedestrian access. Equipment commencement after 8:00a.m.

2. Rake and groom decomposed granite pathways weekly.

Graffiti Abatement

1. Damaged Signs and Park Elements:

2. Within one (1) week of identification

3. In Instances of Objectionable Content: Within twenty-four (24) hours of identification

Playground Maintenance/Routine

1. Follow all safety precautions and wear all appropriate personal protective equipment

2. Check overall assessment of equipment.

3. inspect all components to ensure parts are not missing

4. Check equipment for unsafe conditions. No missing guards or rails

5. Check equipment for proper function, make adjustments if needed

6. Check painted surfaces for a consistent painted finish

7. Painted surfaces show a consistent painted finish. Is repainting needed?

8. Ensure equipment anchored and secured correctly

9. Tighten any loose parts that need adjustment

10. Check for any signs of corrosion or rust

Dog Park Maintenance

1. Daily: Maintenance activities will include trash pickup and removal, restock dog waste bag, inspect grounds and dispose of any old water, toys, or food items. Check that security features are in working condition including gates, locks, fences, lighting, or video monitoring (when installed).

2. Monthly: Pressure washing of high use areas including walkways, benches, tables, railings, gates, turf, and water features.

3. Annual: No pesticides of any kind will be used in or near a dog park. All chemicals used for cleaning will be specifically labeled as safe to use in dog parks. Once per year the dog park will be pro-actively evaluated for any maintenance/repair needs or safety/regulatory upgrades.

Lubricate moving parts as necessary

EXHIBIT D-1

CITY OF SANTA CLARA'S INTEGRATED PEST MANAGEMENT (IPM) POLICY

(To be signed and returned to the City)

CITY OF SANTA CLARA
POLICY TO REQUIRE
AN INTEGRATED PEST MANAGEMENT APPROACH
TO PEST CONTROL AT ALL CITY OWNED PROPERTIES

The City of Santa Clara will carry out its pest management operations, at city-owned facilities, and on property where the City is responsible to provide facility and landscape maintenance, using Integrated Pest Management (IPM) techniques. The City will use best management practices for pest prevention to limit the amount of chemical applications needed for pest suppression. The City, recognizing that some pesticides may be potentially hazardous to human health and the environment, shall give preference to reasonably available non-pesticide alternatives, and reduced-risk pesticides, when performing pest control activities. The least toxic solution shall be selected whenever possible.

No products containing Clopyralid, Diazinon, Chlorpyrifos (Dursban), Chloradane, DDT, Dieldrin or other organophosphates may be used on City property. Fipronil and pyrethroids including, but not limited to Deltamethrin and Bifenthrin, may be used by City staff or a City contractor on City property or property maintained by the City only after all other l PM methods have been attempted and with the written approval of the designated City staff person.

Staff in departments that are responsible for implementing pest management techniques using City staff and/or contractors, or manage construction projects on City property that may need to implement pest management techniques, will be trained using the "Integrated Pest Management Guide for Facility Managers, Understanding IPM for Facilities, Landscape and Grounds Management", authored by the County of Santa Clara. Parks Department Maintenance Division, Parkways & Boulevards Division, Building Maintenance Division, and Public Works Inspection Division staff must attend annual IPM training and shall implement 1PM techniques.

Pesticide applications must have a written recommendation by a Pest Control Advisor (PCA). City personnel and contractors must possess a Qualified Applicator Certificate (QAC) to apply pesticides. Annual pesticide usage reports shall be prepared by all departments responsible for managing City properties where pesticides are used. The quantities and types of pesticides used by both City personnel and contractors shall be tracked and summarized in a report covering July 1 - June 30. Annual reports shall be submitted to the Director by July 31st each year.

Contracting Pesticide Applicators for the City of Santa Clara will sign this form to acknowledge that they have been advised of the City's Integrated Pest Management policy and agree to abide by it. Contracting Pesticide Applicators also agree to provide the City with summaries of quantities and types of chemicals applied for reporting purposes.

Contracting City Department Name: _____ __

Contracting City Department Contact Person:_____ __

Contractor Name:_____ __

Contractor Representative Name/Title: _____

Address: _____

Signature: _____ Date:_____ __

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EXHIBIT E

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $2,000,000 each occurrence
   $4,000,000 general aggregate
   $2,000,000 products/completed operations aggregate
   $2,000,000 personal injury

2. Limits may be satisfied in combination with excess/umbrella policies on a following form basis.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 OJ, with minimum policy limits of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars ($1,000,000) policy

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limit Illness/Injury by disease, and one million dollars ($1,000,000) for each Accident/Bodily Injury.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. POLLUTION LIABILITY

Pollution Liability insurance covering liability for third-party bodily injury, property damage and cleanup costs resulting from a pollution incident with a limit not less than $2,000,000 per occurrence.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy procured by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other applicable insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other applicable insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non- renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save

and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit E, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement including additional insured status for the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents through a Designated Personal or Organization endorsement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at their respective sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, reasonably satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Parks & Recreation Department
P.O. Box 100085 – 52 or
Duluth, GA 30096

1 Ebix Way
John's Creek, GA
30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance Contractor of equal financial stability that is approved by the City or its insurance compliance representatives.

25-1513 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT
Action on an Agreement with Allana Buick & Bers, Inc. for Citywide As-Needed Roofing Consulting Services

BACKGROUND
The Department of Public Works (DPW) is responsible for maintaining and repairing approximately 1,100,000 square feet of City facilities. To effectively handle the required workload for maintaining these facilities, DPW contracts with specialized vendors for a range of maintenance, repair, and consulting services, including as-needed roofing consulting services.

The City owns and operates approximately 100 buildings that periodically require roof repair or replacement. While minor repairs are performed through existing as-needed roofing contracts, more extensive work often requires professional consulting services to assess roof conditions, develop repair or replacement recommendations, and prepare technical specifications and drawings. Engaging a qualified roofing consultant ensures that repairs and replacements are efficient, cost-effective, and in accordance with building standards.

DISCUSSION
Pursuant to City Code Section 2.105.140(c) and State laws governing procurement of architectural and engineering services, the City followed a qualifications-based selection process whereby proposers are evaluated and the most qualified is selected, subject to negotiation of fair and reasonable compensation.

On July 18, 2025, staff published a Statement of Qualifications (SOQ) for Citywide Roofing Consulting Services on the City's e-procurement platform. A total of eight proposals were received from the following firms:

1. Allana Buick & Bers, Inc.
2. AVELAR
3. BEAM Professionals
4. Skyline Engineering, Inc.
5. Stantec Consulting Services, Inc.
6. Terracon Consultants, Inc.
7. Walker Consultants, Inc.
8. Walter P. Moore and Associates, Inc.

Proposals were independently evaluated based on several criteria, including firm experience, qualifications, technical capabilities, and responsiveness to the SOQ requirements. Allana Buick & Bers, Inc. (ABB), Stantec Consulting Services, Inc., and Walter P. Moore and Associates, Inc. were

invited to participate in oral interviews.

Following the evaluation and interview process, staff recommends awarding an agreement to ABB as the highest-ranked under the qualifications-based selection process. ABB has extensive roofing consulting experience and has the capacity and technical expertise to perform the required services.

Under the proposed agreement, ABB will provide as-needed roofing consulting services for City facilities. The scope includes conducting roof assessments, developing repair or replacement recommendations, assisting with permits, preparing roof specifications and drawings, and providing project management and related consulting support as needed.

Rates are fixed for the initial one-year term with maximum compensation at $150,000. After the initial term, rate adjustments may be considered if properly substantiated by the consultant and approved by the City. The agreement includes four one-year options for a total aggregate maximum compensation of $750,000 over the potential five-year term.

Under the agreement, ABB will perform services either on a fixed-fee or hourly basis, depending on the type and scope of work required. Fixed fees apply primarily to standard roof assessment services, while a detailed schedule of hourly labor rates is included to cover professional, technical, and administrative personnel services.

Prevailing wages requirements are included in the agreement.

ENVIRONMENTAL REVIEW

The action being considered is exempt for the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15301 “Existing Facilities” as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination.

FISCAL IMPACT

The not-to exceed amount to be paid to the Consultant over the initial one-year term is $150,000. This amount is an estimate based on past years’ expenditures for as-needed services, as well as planned projects to be completed during the initial one-year term. The total aggregate not-to-exceed amount to be paid to the Consultant for all option years is estimated to be $750,000, inclusive of compensation increases consistent with market conditions. Most costs will be charged to the relevant departments and use their respective funding sources based on the locations where the services are rendered. Sufficient budget is available to fund anticipated Citywide As-Needed Roofing Consulting Services in FY 2025/26. Costs beyond FY 2025/26 are subject to appropriation of funds by the City Council.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website

and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations;
2. Authorize the City Manager or designee to execute an Agreement with Allana Buick & Bers, Inc. for Citywide As-needed Roofing Consulting Services for an initial one-year term with a maximum amount not-to-exceed $150,0000, in substantially the form presented, subject to the appropriation of funds and approval of final form by the City Attorney; and
3. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement, and to (a) exercise up to four one-year options to extend the term, (b) increase the maximum compensation by up to $600,000 for a total aggregate not-to-exceed amount of $750,000 over the full five-year term of the Agreement, (c) add or delete services consistent with the scope of services, (d) adjust future rates based on market conditions, and (e) make de minimis changes, subject to the appropriation of funds and approval as to form by the City Attorney.

Reviewed by: Craig Mobeck, Director Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Agreement with Allana Buick & Bers, Inc.

EBIX Insurance No. S200005784

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ALLANA BUICK & BERS, INC.

PREAMBLE

This Agreement is entered into as of the City's execution date (Effective Date) between the City of Santa Clara, California, a chartered California municipal corporation (City) and Allana Buick & Bers, Inc., a California corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Consultant represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Notice of Exercise of Option to Extend Agreement Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and terminate on December 31, 2026.

B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to four (4) additional one-year terms through December 31, 2030 ("Option Period"), subject to budget appropriation. See Exhibit E for Notice of exercise of Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. CONFLICT OF INTEREST (FORM 700)

In accordance with the California Political Reform Act (Government Code Section 8100 et seq.) and the City's Conflict of Interest Code, Consultant shall cause each person who will be principally responsible for providing the service and deliverables under this Agreement as having to file a Form 700 to do each of the following:

A. Complete and file the Form 700 no later than thirty (30) calendar days after the date the person begins performing services under the Agreement all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and

B. File Form 700 with the City's Clerk Office.

7. ASSIGNMENT OF WORK

A. Consultant will provide roofing consulting services (Services) to the Public Works Facilities Division as further described in Exhibit A.

B. Each assignment will be authorized in writing by the City and shall include the scope of work, deliverables, schedule, and either (i) a not-to-exceed amount based on time and materials (T&M) using the hourly rates in Exhibit B or (ii) a lump sum amount, if applicable.

C. The City has no obligation to assign any work under this Agreement.

8. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is specified in Section 1 of Exhibit B, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not

be entitled to any payment above the maximum compensation under any circumstance.

9. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

10. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

11. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

12. INDEPENDENT CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

13. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

14. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

15. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

16. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the

negligence, recklessness, or willful misconduct of the Consultant, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

17. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

18. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

19. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Ken Winland
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at kwinland@santaclaraca.gov;
manager@santaclaraca.gov; and purchasing@santaclaraca.gov

And to Consultant addressed as follows:

Allana Buick & Bers, Inc.
990 Commercial Street
Palo Alto, CA 94303
and by e-mail at ebuick@abbae.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

20. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to

the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

21. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

22. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

23. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

24. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

25. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

26. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

27. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

(SIGNATURES ON NEXT PAGE)

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ALLANA BUICK & BERS, INC.
a California corporation

Dated: _____

By (Signature): _____
Name: Eugene Buick
Title: COO, Senior Principal
Principal Place of Business Address: 990 Commercial Street, Palo Alto, CA 94303
Email Address: ebuick@abbae.com
Telephone: (650) 924-3130
Fax: (650) 354-8828

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

1. SERVICES

1.1. Consultant shall provide as-needed roofing consultation services as required by the City's Public Works Facilities Division.

1.2. Services shall include the following tasks:

1.2.1. Assessment of current roof(s);

1.2.2. Recommendations of repair requirements or new roof replacement requirements;

1.2.3. Develop roof specifications/drawings for repairs or replacement;

1.2.4. Assist with permits; and

1.2.5. Project management for various roofing projects, such as construction administration services (to ensure roof meets the design intent), assist in development of scope of services for projects that need to be bid out.

1.3. As requested by the City Consultant shall provide assessment services that includes an assessment report with recommendations of roof replacement or roof repairs.

1.4. After the City has reviewed an assessment report the City may request Consultant to provide services to develop roof specifications/drawings for repairs or replacement as recommended in the assessment report.

1.4.1. Consultant shall provide a proposal for these services to the City Project Manager. The proposal must include detailed tasks, number of hours, staff member(s) providing services, hourly rate, etc. Services shall not begin until the Consultant has received approval to proceed from the City Project Manager.

1.5. Prevailing wages may apply when working on a project that will result in your firm managing the constructions activities of the roofing repairs or replacement.

EXHIBIT B
SCHEDULE OF FEES

. MAXIMUM COMPENSATION

1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **One Hundred Fifty Thousand Dollars ($150,000)** during the Initial Term of the Agreement. No additional services shall be performed unless both Parties execute an Amendment outlining the services requested and compensation agreed for such services.

1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.

2. FIXED FEE SERVICES

The table below sets the not-to-exceed fee for the following services:

Service Description	Not-to-Exceed Fee				
	<5K SQFT	5K-10K SQFT	10K-25K SQFT	25K-50K SQFT	50K-100K SQFT
Roof Assessment	$4,560	$5,160	$5,760	$6,940	$8,120
Assessment Report	$2,640	$2,640	$3,040	$4,160	$6,080
Roof Test Cut Contractor Allowance	$1,500	$1,500	$2,000	$2,500	$5,000
Boom Lift Allowance	$1,200	$1,200	$1,200	$2,400	$2,400

3. HOURLY RATES FOR

The table below sets forth Consultant's rates that apply for services provided under this Agreement based on hours worked.

TITLE	HOURLY RATE
Admin Services	$130
Associate I	$250
Associate II	$260
Associate III	$290
Associate IV	$310
Building Technologist I	$190
Building Technologist II	$200

TITLE	HOURLY RATE
Building technologist III	$210
CAD Graphics Specialist I	$170
CAD Graphics Specialist II	$180
CAD Graphics Specialist III	$190
Construction Manage I	$200
Construction Manager II	$220
Construction Manager III	$240
Consultant I	$210
Consultant II	$230
Consultant III	$250
Consultant IV	$280
Executive Project Manager	$280
Field Monitor (Part-Time)	$190
Field Monitor I	$150
Field Monitor II	$170
Field Monitor III	$180
Forensic Document Specialist	$200
IT Consultant	$200
Principal I	$330
Principal II	$350
Principal III	$400
Principal IV	$430

3.1. Pricing is fixed for the Initial Term of the Agreement. Any price adjustment requests must be submitted to the City at least sixty (60) days prior to the end of the Initial Term. Consultant must demonstrate to the satisfaction of the City that a price adjustment is warranted and must be supported by the appropriate price index. Price adjustments are subject to the City's approval.

4. INVOICING

4.1. Consultant shall submit monthly invoices that tabulate hours spent by each staff member reviewing plans for each Planning and Building permit number. Each invoice should tabulate the total amount of hours and dollars spent reviewing each individual permit as reviews will overlap billing cycles.

4.2. City will pay Consultant within approximately thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution

from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge

City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Department of Public Works
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

J. **Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Consultants and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Consultant and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No Consultant or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No Consultant or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultants MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Consultant agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

K. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of

such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

L. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EXHIBIT E
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT FORM

AGREEMENT TITLE:	
CONSULTANT:	
DATE:	

Pursuant to Section __ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	

For the option term exercised by this Notice, City shall pay Consultant an amount not to exceed the amount set forth above for Consultant's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form:

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

25-1563 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT

Action on Agreement with BKF Engineers for Design Professional Services for the Central Santa Clara Bicycle, Pedestrian, and Green Stormwater Improvement Project

BACKGROUND

In May 2012, the Metropolitan Transportation Commission (MTC) created the One Bay Area Grant (OBAG) program to guide how the MTC distributes Federal Highway Administration transportation funding to Bay Area communities. The OBAG program is in its third cycle of funding (OBAG 3), and the Santa Clara Valley Transportation Authority (VTA), in partnership with the MTC, issued a call-for-projects for the OBAG 3 on June 3, 2022. The Department of Public Works applied with the Central Santa Clara Bicycle and Pedestrian Improvement Project.

In January 2023, the MTC approved a $9,029,000 grant award for the Central Santa Clara Bicycle and Pedestrian Improvement Project (Project). On November 7, 2023, Council established the Project in the Biennial Capital Improvement Program (CIP) Budget, adopted a resolution of local support for the Project to accept the OBAG Federal grant funding, and approved the required local funds necessary to complete the project. The City's local match is being used to cover the costs of the design services proposed for approval in this report.

The Project includes several bicycle and pedestrian improvements that are part of the City's Bicycle and Pedestrian Master Plans. These improvements are located on Cabrillo Avenue, Lafayette Street, Monroe Street, Royal Drive, Scott Boulevard, and Warburton Avenue (Attachment 1). Anticipated bicycle facility upgrades include the installation of various improvements on Warburton Avenue (Scott Boulevard to Lafayette Street) and Lincoln Street (Warburton Avenue to El Camino Real). Anticipated pedestrian improvements include items such as new curb ramps, curb bulb-outs, and sidewalks; potential new traffic signals, Rectangular Rapid Flashing Beacons, and streetlighting improvements.

The Central Santa Clara project will be combined with a second CIP project, the Green Stormwater Infrastructure Design and Construction Project, which is currently in the Biennial CIP. The goal of the Green Stormwater Infrastructure project is to address the Municipal Regional Stormwater NPDES Permit issued by the State that requires the City of Santa Clara to install green stormwater infrastructure (GSI) that will treat five acres of stormwater runoff by June 30, 2027. GSI can be installed on streets or parking lots to treat stormwater runoff. To help identify suitable locations, a feasibility report was prepared, which identified Lincoln Street as one of the suitable locations to install GSI, with the goal of treating approximately 3.5 acres of stormwater. The identified area for the GSI on Lincoln Street is located within the proposed bicycle and pedestrian project; therefore, staff added the GSI-related work on Lincoln Street to the Project.

DISCUSSION

Pursuant to City Code Section 2.105.140(c) and State laws governing procurement of architectural and engineering services, the City followed a qualifications-based selection process. Under this process, proposers are evaluated based on their demonstrated competence and qualifications, and the most qualified proposer(s) is selected, subject to the negotiation of fair and reasonable compensation.

On August 4, 2025, a competitive Request for Proposals (RFP) was published on the City's e-procurement platform. The City received five proposals from BKF Engineers (BKF), HMH, Kimley-Horn, Sanbell, and Tetra Tech. A proposal review panel consisting of staff from the Department of Public Works' Design and Traffic divisions evaluated each proposal against the criteria set forth in the RFP, including responsiveness to the RFP, qualifications of the firm, experience, availability of key staff, project approach, and ability to complete the project within the proposed schedule. Based on the panel's evaluation, staff recommends awarding the agreement to BKF. BKF demonstrated a strong understanding of the Project and provided an excellent approach to investigating and resolving the design issues presented in the RFP. Also, BKF has extensive civil engineering experience working in the Bay Area and has successfully completed similar federally funded projects in the past.

The proposed Agreement (Attachment 2) includes a negotiated scope of services and fees based upon the understanding of the work to be performed. The scope of services generally includes project management, preliminary engineering, preparation of construction documents, bid and construction support, and project close-out.

Staff recommends entering into the agreement with BKF to provide design professional services for the Project. Approval of this agreement will provide design professional services necessary to develop the design and construction documents to implement the Project. The Agreement includes prevailing wage requirements.

ENVIRONMENTAL REVIEW

This award is for the design phase and construction support services and is not a project that has the potential for causing a significant effect on the environment under the California Environmental Quality Act ("CEQA") Guidelines section 15061(b)(3). The Project will be reviewed for all CEQA documentation as part of their design review. As a recipient of federal grant funding, the Project is also required to be reviewed in accordance with the National Environmental Policy Act (NEPA).

FISCAL IMPACT

The proposed Agreement is for a total not-to-exceed amount of $1,403,000. This amount includes $1,220,000 for basic services, and a not-to-exceed amount of $183,000 for additional services. The proposed agreement is being funded through the City's local match, not the grant. The grant funds will be used to cover the cost of the future construction contract. Funding for the Agreement is available in the Green Stormwater Infrastructure Design and Construction project and the Central Santa Clara Bicycle and Pedestrian Improvement project in the Streets and Highways Capital Fund and the Green Stormwater Infrastructure Design and Construction project in the Measure I General Obligation Bond Projects Fund.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

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PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

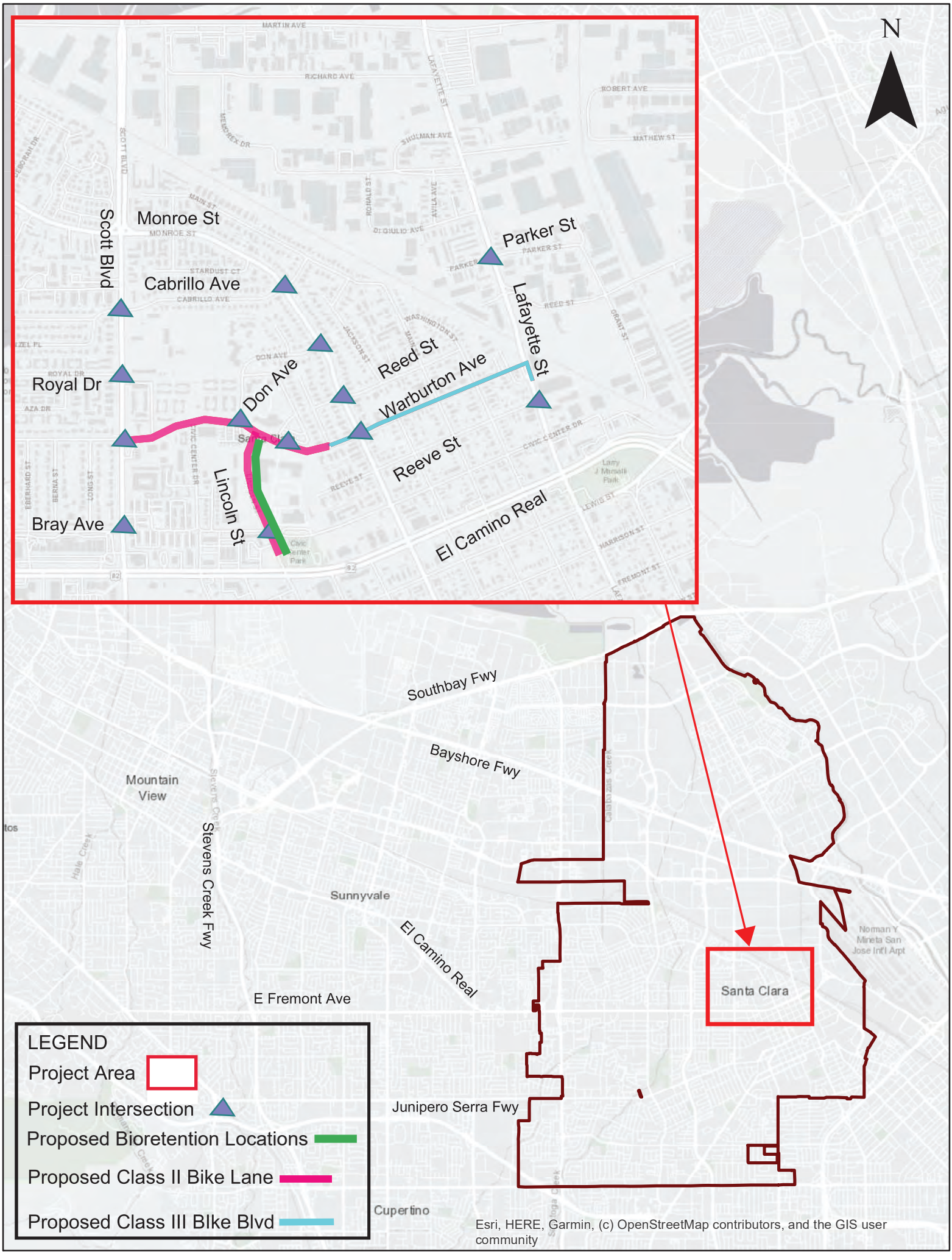
RECOMMENDATION

1. Approve and authorize the City Manager to execute an Agreement for design professional services with BKF Engineers for the Central Santa Clara Bicycle, Pedestrian, and Green Stormwater Improvement Project in the not-to-exceed amount of $1,403,000, in a final form approved by the City Attorney; and
2. Authorize the City Manager to make minor modifications to the Agreement including time extensions, if needed, in a final form approved by the City Attorney.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Project Location Map
2. Agreement with BKF Engineers


N
Scott Blvd
Monroe St
Cabrillo Ave
Royal Dr
Don Ave
Reed St
Warburton Ave
Lafayette St
Parker St
Reeve St
Lincoln St
Bray Ave
El Camino Real
Southbay Fwy
Bayshore Fwy
Mountain View
Stevens Creek Fwy
Sunnyvale
El Camino Real
E Fremont Ave
Santa Clara
Junipero Serra Fwy
Cupertino
LEGEND
Project Area
Project Intersection
Proposed Bioretention Locations
Proposed Class II Bike Lane
Proposed Class III BIke Blvd
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

EBIX Insurance No. S200005757

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BKF ENGINEERS
FOR
CENTRAL SANTA CLARA BICYCLE, PEDESTRIAN, AND GREEN STORMWATER IMPROVEMENT PROJECT

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and BKF Engineers a California corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

C. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

Exhibit E – Milestone Schedule

Exhibit F – Project Management Software

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the day this agreement is signed by both Parties and terminate on December 31, 2030. Services may commence upon City issuing notice to proceed.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is one million four hundred three thousand dollars ($1,403,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultant, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as

agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other

action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement. With respect to claims alleging Contractor's professional negligence or professional liability, Contractor's duty to defend obligation shall be met by reimbursing an indemnified party for indemnified party's costs of defense following a determination of Contractor's proportionate percentage of fault.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Public Works Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at engineering@santaclaraca.gov

And to Consultant addressed as follows:
BKF Engineers
Attention: Dan Schaefer
1730 N. First Street, Suite 600
San Jose, CA 95112
and by e-mail at dschaefer@bkf.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter

2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

CONTINUED ON PAGE 8

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BKF Engineers
a California corporation

Dated: _____

By (Signature): _____

Name: Dan Schaefer

Title: Principal-in-Charge/Vice President

Principal Place of Business Address: 1730 N First St, Suite 600, San Jose CA 95112

Email Address: Dschaefer@bkf.com

Telephone: (925) 940-2214

Fax: _____

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

I. OBJECTIVE

The City of Santa Clara (City) desires to engage a qualified firm (Consultant) for the services as described in this Scope of Services.

This Scope of Services is anticipated as necessary to meet City's objectives as described in this Request for Proposals. The Proposer shall incorporate their own expertise into their proposed Scope of Services to be submitted as part of their proposal and propose additions, deletions, or modifications to this Scope of Services that the Proposer deems necessary or advisable to meet City's objectives.

II. BACKGROUND

The PROJECT has two separate objectives to be combined into a single design plan.

1. The Municipal Regional Stormwater NPDES Permit issued by the State requires the City of Santa Clara to install green stormwater infrastructure (GSI) that will treat five acres of stormwater runoff by June 30, 2027. GSI can be installed on streets or parking lots to treat stormwater runoff. To help identify suitable locations a consultant report was created for the City by EOA Inc. For this Project it was determined to select Lincoln St area from the report as a suitable location to install GSI, with the goal of treating approximately 3.5 acres of stormwater.

2. In January 2023, the Metropolitan Transportation Commission (MTC) adopted the One Bay Area Grant 3 (OBAG 3) Program, which includes a $9,029,000 grant award for the Central Santa Clara Bicycle and Pedestrian Improvement Project. The Central Santa Clara Bicycle and Pedestrian Improvement Project includes several pedestrian and bicycle improvements that are part of the City's Pedestrian and Bicycle Master Plans. These improvements are located on Cabrillo Avenue, Lafayette Street, Monroe Street, Royal Drive, Scott Boulevard, and Warburton Avenue. Anticipated bicycle facility upgrades include the installation of various improvements on Warburton Avenue (Scott Boulevard to Lafayette Street) and Lincoln Street (Warburton Avenue to El Camino Real). Anticipated pedestrian improvements include items such as new curb ramps, curb bulb-outs and sidewalk; several new traffic signals; and Rectangular Rapid Flashing Beacons; as well as some new streetlighting.

III. PROJECT DESCRIPTION AND REQUIRED SERVICES

This Scope of Services is anticipated as necessary to meet City's objectives. Consultant will be expected to provide complete, professional, high-quality services and products; to provide consultation and work with the city staff and others involved in the project; and to provide the expertise, guidance, and assistance in accomplishing the work. All work shall be done in accordance with the City Standard Plans and Specifications, ADA Design Guidelines and Regulations, latest building and fire codes, Department of Transportation Standard Specifications and Details (as applicable to the work), Green stormwater infrastructure standards, South Bay Water Recycling guidelines, and other applicable codes and standards recommended by the Consultant.

Consultant's work includes, but are not limited to:

1) Review of the existing roadway drainage, utilities, and other street features such as parking and bike lanes.

2) Provide recommendations and design for installation of GSI (bioretention facilities) including: identifying drainage management areas for sizing GSI facility, domestic irrigation water connections, landscape plans that will incorporate recommendations from a City coordinated third-party (SFEI -San Francisco Estuary Institute), low voltage power connection from Silicon Valley Power (SVP) underground street light conduit or overhead electric wire. Public educational permanent signage for one of the GSI facilities.

3) SVP developer work drawing will be required for new and modified traffic signal systems and will need to be designed by CONSULTANT and reviewed and approved by SVP. The SVP developer work drawing approval process requires the consultant to coordinate with the Public Works project manager and SVP electric department to submit several rounds of electrical drawings separate from the civil utility plans. The level of effort is equivalent to the typical PS&E submittal process.

4) Provide a Stormwater Treatment Design Criteria Memo detailing how GSI facility was sized based on the requirements of C.3 of the MRP, including an operations and maintenance plans to be accepted by the City.

5) Parking removal counts

6) Perform required traffic analysis warrant studies and intersection treatment options at the following intersections:

Intersection	Scope of Work
Scott/Cabrillo	Perform warrant study and if intersection does not warrant a traffic signal, then install RRFB with bulbouts
Scott/Bray	Perform warrant study and if intersection does not warrant a traffic signal, then install RRFB with bulbouts and median island refuge.
Lafayette/Reeve	Perform warrant study and if intersection does not warrant a traffic signal, then no improvements are needed.
Lafayette/Parker	Overhead RRFB
Monroe/Cabrillo	RRFB
Monroe/Warburton	RRFB

7) Perform a lighting study at recommended luminaire locations.

8) Provide recommendations for pavement rehabilitation.

    a. Investigation of as-builts (as-available) or other available records to determine existing pavement sections.

b. Pavement Coring in an adequate quantity and at locations adequate to ascertain existing asphalt thicknesses for use in pavement design, and presence/absence of paving fabrics. City's desire is that streets to receive a resurfacing treatment would have coring performed, and streets to receive seals do not require coring but it is desirable to confirm depths of digouts. The number of cores would be as proposed by Consultant to support its design approach.

c. Field review and marking of failed/digout areas on the ground and information transferred to be displayed on plans.

d. Identification of all surface utilities and monuments in the field and displaying and their respective work on the plans.

e. Utility record research to identify existence of utilities within the roadbed and potential for vertical conflicts against the selected pavement treatment. Display of existing underground utilities on the plans is not considered as necessary, however all surface features (e.g. valve boxes, manhole covers, vaults, etc) should be displayed on plans. Consultant will also be responsible for accurately identifying ownership of each surface feature for City's use in determining liabilities and noticing for adjustment. Consultant should assume preparing exhibits for City's use in providing adjustment notices to 3rd party entities.

f. Pedestrian street crossing cross slopes: It is the City's practice that with resurfacing projects to investigate the slopes of pedestrian street crossings against accessibility standards and to implement improvements to the Maximum Extent Feasible (MEF) through the resurfacing. Consultant will be expected to continue this practice under this Project.

9) Provide traffic signal design for new traffic signal systems and modified signal systems.
   a. Consultant will be expected to perform both record investigations of as-built drawings (as-available) and field investigations of signals to accurately identify existing conditions and equipment. It is anticipated that elements of construction work will be recutting of signal detector loops with associated handholes due to the pavement work and any striping shifts, addition of bicycle detector loops including new DLC (if required) to the cabinet, and modifications as needed to accommodate pedestrian push button locations under ADA as related to the geometry and design of curb ramps and pedestrian street crossing geometry.

10) Provide fiber interconnect from existing signal cabinets to any new required traffic signal systems.

11) BPAC Review: The project is subject to the City's Complete Street Policy which requires that bicycle, pedestrian, and resurfacing projects undergo a complete streets review by the Bicycle and Pedestrian Advisory Committee. Consultant will not be required to attend or present at the meeting, but should support the City in providing information required for BPAC review. Proposers should assume that one (1) review will take place at the 65% to 95% PS&E design milestone.

12) The City desires that this project will not be a Regulated Project under the most recent Municipal Regional Permit. The Consultant should recommend pavement treatments and imperious surface replacement that does not trigger the project to become regulated and will be required to perform any necessary calculations.

13) Provide licensed survey services for potential easement dedications for GSI facilities in private property. This includes producing the required plat and legal documents that will be

reviewed and coordinated with the City of Santa Clara Land and Property Development Division for recording.

14) Signage: On streets that will receive new bicycle striping that is different than existing, Consultants will be expected to investigate existing signs along the corridor and propose modifications or new signs commensurate with the new bike striping. Consultants may assume that signage work can be shown on combined signing/striping plan sheets.

15) Provide final recommendations for pedestrian safety enhancements and traffic calming measures based on the OBAG grant application and proposed project layout plans.

16) Grading and drainage plans for bulb-out designs.

17) Field work collecting, confirming, and documenting all existing conditions that may impact project design.

18) Field investigation shall also include checking on the extent of the DMA delineations, including identifying possible surface runoff contributing areas such as driveways, roofs, and inlets related to private property drainage systems that could affect the size of the DMAs and concurrent sizing of the proposed GSI measures.

19) Plans showing all existing underground facilities including to but not limited to storm drain facilities, sanitary sewer facilities, overhead and underground electrical, domestic and recycle water facilities, gas mains and laterals, private communication facilities, fiber, and any other utility lines identified by outside utility companies and city internal departments.

    a. The City recommends Proposers include services as Optional Tasks for potholing to accommodate any needs for positive underground locating for depths of utilities where conflicts may become apparent based on the proposed work and presence of utilities.

20) Utility Adjustments: The City currently adjust its city-owned utilities (storm, sanitary sewer, and water) through the construction contract, including on slurry seal streets where utilities may remain low due to multiple slurry seals over the years. Consultant shall assume reviewing and identifying all low utilities to be adjusted. Non-city owned utilities shall also be identified with notifications to utility owners to perform the work.

21) Environmental Review: The project is assumed to need environmental review and clearance under applicable NEPA and CEQA requirements per Caltrans Local Assistance Procedure Manual (LAPM) prior to detailed design.

22) Plans showing all existing structures in public right-of-way and within close proximity to the proposed limit of work

23) Signage: On streets that will receive new bicycle striping that is different than existing, Consultants will be expected to investigate existing signs along the corridor and propose modifications or new signs commensurate with the new bike striping. Consultants may assume that signage work can be shown on combined signing/striping plan sheets.

24) Plans showing all landscaping, trees, and irrigation pipes and valve covers

25) Plans showing landscaping details including irrigation controls and radio communications for Street Division maintenance and operation of GSI facility.

26) Obtain all applicable permits including Caltrans permits and City of Santa Clara Building Permits.

27) Agency Coordination:

    a. Caltrans ROW: El Camino Real is a Caltrans facility. Work at Lincoln Avenue and El Camino Real may impact Caltrans right-of-way. Proposers should assume obtaining an encroachment permit from Caltrans for the work and performing all documents as necessary to obtain the permit. Applicable documents may include but are not limited to: ADA certification, EP Application and Checklist.
    b. OBAG Funding requirements: This Projects is funded by OBAG Cycle 3 funding and will need adhere to the Caltrans Local Assistance Project Delivery Policies and Procedures. VTA requires notification of the Field Review schedule. Information can be found at the Caltrans website, https://dot.ca.gov/programs/localassistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm

       Additional OBAG 3 program information can be found at, https://mtc.ca.gov/funding/federal-funding/federal-highway-administration-grants/onebay-area-grant-obag-3

28) Lessons learned from previous similar projects that were incorporated into current Project.

29) Show existing right of way line and roadway striping on the project plan. Show existing fence line, concrete sidewalk and back of walk, or any special features that may affect constructability.

Below are minimum requirements/understanding for the consultant to prepare project plans and specifications:

1) Field work collecting, confirming, and documenting all existing conditions that may impact project design.

2) Field investigation shall also include checking on the extent of the DMA delineations, including identifying possible surface runoff contributing areas such as driveways, roofs, and inlets related to private property drainage systems that could affect the size of the DMAs and concurrent sizing of the proposed GSI measures.

3) Plans showing all existing underground facilities including to but not limited to storm drain facilities, sanitary sewer facilities, overhead and underground electrical, domestic and recycle water facilities, gas mains and laterals, private communication facilities, fiber, and any other utility lines identified by outside utility companies and city internal departments

4) Plans showing all existing structures in public right-of-way and within close proximity to the proposed limit of work

5) Plans showing all landscaping, trees, and irrigation pipes and valve covers

6) Plans showing landscaping details including irrigation controls and radio communications for Street Division maintenance and operation of GSI facility.

7) Include any pothole data obtained to confirm potential utility conflicts and ideal locations for bioretention facilities.

8) Lessons learned from previous similar projects that were incorporated into current Project.

9) Show existing right of way line and roadway striping on the project plan. Show existing fence line, concrete sidewalk and back of walk, or any special features that may affect constructability.

IV. RESPONSIBILITIES OF CITY

City will provide the following information and support regarding the project as-available and applicable:

- Record drawings (as-available)
- CITY's Standard Details, Specifications, Benchmark, and Design Criteria.
- Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
- Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles
- Payment of permit application fees with other internal departments, if required.
- Filing exemption under the California Environmental Quality Act, if applicable.

Besides the above, the CITY will work closely with the consultant to provide any other data or records, as available and necessary for the work involved.

The Basic Scope of Services includes all professional services required to prepare construction bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding of the Project.

V. REQUIRED SERVICES

PROJECT MANAGEMENT

CONSULTANT shall:

PM.1 Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the Project.

PM.2 Any field work that involves subsurface excavation and/or coring, CONSULTANT is required to submit plan of work to the CITY for review and approval prior to proceeding.

PM.3 Organize and attend project meetings with the CITY to discuss project progress, decisions, and direction, and to coordinate activities. Meetings shall be held at key project

milestones and shall include, but are not limited to:

PM.3.1 Kick-off Meeting

PM.3.2 Schematic Design Review Meeting

PM.3.3 65% Design Review Meeting

PM.3.4 95% Design Review Meeting

PM.3.5 Various construction meetings

PM.3.6 Punch list/Project acceptance Meeting

PM.4 Coordinate with CITY, design team members, subconsultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for Project deliverables.

PM.5 Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last submittal package. Schedule shall show significant milestones for the Project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.

PM.6 Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the Project, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY appraised on the PROJECT's progress and address any issues that may arise during the course of Services.

PM.7 Provide monthly progress reports.

PM.8 Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the final submittal documents.

PM.9 Provide Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. Response Matrix shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow up. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.

PM.10 Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.

PM.11 Invoicing and Contract Administration: CONSULTANT administrative staff time spent

preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional Services agreement, such as preparing additional Services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.

PM.12 CONSULTANT's fees for responsibilities related to Project Management shall be included in Tasks 1 through 9 identified below.

PM Deliverables:

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (in pdf file).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting (in pdf file).
4. Monthly progress reports and invoices (in pdf file).

Task 1: Preliminary Engineering/Evaluation

1.1. Attend Project Kick-Off Meeting and provide meeting minutes for the CITY to review and approve.

1.2. Perform all necessary assessment and investigations to determine the existing conditions and propose recommendations to CITY for the improvements. Contact all regulatory agencies that will affect the proposed works to determine applicable codes and ordinances. Perform site visit to areas with new luminaires installation noted along Warburton Avenue, Lincoln Street, and intersection with RRFBs and potential signal installations.

1.2.1. **Photometric Analysis -** Perform photometric analysis for existing lighting levels along with proposed lighting. The photometric analysis will identify foot candles for intersection area covered and will help identify the recommended wattage requirements for new lighting fixtures

1.2.2. **Traffic Signal Warrants -** In order to perform warrant analysis, turning movement counts and Average Daily Traffic (ADT) will be collected for the following locations; Scott Boulevard/Cabrillo Avenue, Scott Boulevard/Bray Avenue, and Lafayette Street/Reeve Street. Once data is collected, perform warrant analysis for intersection and provide findings to the CITY for review and approval

1.2.3. **Parking Evaluation -** Evaluate the existing on-street parking and identify the removal of parking impacts due to the project improvements. This parking evaluation will consist of an exhibit outlining the contiguous lengths of parking removal and estimated count of parking spots removed.

1.2.4. **Pavement Exploration -** Field review and marking of failed/dig out areas on the ground. This information will be transferred to be displayed on the plans.

1.2.5. **Surface Utilities/Monuments -** Field review and identification of all surface utilities, monuments, valve boxes, manhole covers, vaults, etc. This information will be transferred to be displayed on the plans.

1.3. Review all necessary as-builts to understanding existing condition in order to prevent utility conflicts and changes during construction. Review street lighting as-builts for areas with new luminaires installation noted along Warburton Avenue, Lincoln Street, and

intersection with RRFBs and potential signal installations.

1.4. Meet with CITY staff to obtain additional information and input as needed. Provide all necessary design services, including but not limited to landscape, civil, structural, and electrical design. This includes one (1) field meeting to review existing irrigation and locations of green stormwater infrastructure with CITY staff. Additionally, we anticipate two (2) field meetings to review locations for traffic signal upgrades, new traffic signal locations and RRFB locations.

1.5. Perform needed topographic survey for existing site, plans, layout, and final approved improvements (from the evaluation/recommendation) for use as base layout for the design plans. Determine existing drainage paths including high and low elevation points from topographic survey. CONSULTANT will obtain an aerial topo for the project site and supplement this with field topographic survey of the proposed curb ramp and traffic signal equipment locations. The field survey will locate existing features, including, but not limited to, curb ramps, curbs and gutters, trees, utilities, fences, pavement, drainage structures, trees, monuments, street signs, and other features required to design the Project. In addition, the field survey will identify pedestrian street crossing slopes, which we be used to evaluate against ADA standards. As part of the survey services, CONSULTANT will provide easement dedications documents for the proposed GSI facilities for up to one (1) location, which includes providing the legal documents that will be reviewed and coordinated with the City of Santa Clara Land and Property Development Division for recording.

1.6. Complete the CEQA requirements to satisfy the environmental requirements as detailed in the Caltrans Local Assistance Procedure Manual (LAPM).

1.6.1. **General -** The stormwater treatment component is not receiving federal funding; therefore, only CEQA compliance is necessary. The City of Santa Clara will be the CEQA lead agency. DJP&A proposes to prepare a CEQA Categorical Exemption under Section 15304 Minor Alterations to Land for the stormwater treatment component. As part of this work, CONSULTANT will complete a record search, Sacred Lands File Search, and prepare an Archaeological Sensitivity Assessment. This assessment will be used to support the CE finding that the project would not in a substantial adverse change in the significance of a historical resource. DJP&A will prepare a memo documenting that the project meets all the qualifications for the CEQA Categorical Exemption and the Notice of Exemption (NOE). DJP&A will submit the memo and NOE to City staff for one round of review. After project approval, DJP&A will file NOE at the County Clerk and State Clearinghouse.

1.6.2. **California Environmental Quality Act Environmental Review -** The City of Santa Clara will be the CEQA lead agency. Given the nature of the proposed bicycle and pedestrian improvements, we believe the project would qualify for a CEQA Statutory Exemption. Preliminary review indicates the Project is “Pedestrian and bicycle facilities that improve safety, access, or mobility, including new facilities, within the public right-of-way” as defined under Public Resources Code 21080.25(b)(1) and, therefore, would be statutorily exempt from CEQA. DJP&A will prepare a memo documenting that the project meets all the qualifications for the CEQA Statutory Exemption and the NOE. DJP&A will submit the memo and NOE to City staff for one round of review. After project approval, DJP&A will file the NOE at the County Clerk and State Clearinghouse.

1.6.3. **National Environmental Protection Act -** Caltrans (Office of Local Assistance) will be the NEPA lead agency. As described below, DJP&A will complete the Caltrans Office of Local Assistance PES/Field Review process and prepare the

supporting documentation necessary for Caltrans to issue a NEPA Categorical Exclusion for the project.

DJP&A will work with the project team to develop a project description for submittal to Caltrans. DJP&A will prepare the Caltrans' Preliminary Environmental Study (PES) form and attend one formal Caltrans Field Review for the proposed project. The PES form will include the visual impact questionnaire, United States Fish and Wildlife Service (USFWS) list of federally listed species, Federal Emergency Management Agency (FEMA) floodplain maps, and hazardous materials database mapping.

Based on our recent experience working on Caltrans Local Assistance Projects in District 4, we believe Caltrans will require the following documentation:

- Air Quality – PM 2.5 Email from MTC
- Cultural Resources – Area of Potential Effects (APE), Archaeological Survey Report (ASR), and Historic Properties Survey Report (HPSR)
- Signed letter from City confirming implementation of the mitigation commitments recommended by Caltrans.

The Metropolitan Transportation Commission (MTC) air quality conformity questionnaire will be completed by the City/project engineer and submitted to MTC Air Quality Conformity Task Force.

Archaeological/Historical Consultants (A/HC), under contract with DJP&A, will prepare the APE map, ASR, and HPSR. The cultural resources reports will be prepared based on the Caltrans' SER and submitted to the CITY for review, revised once, and then submitted back to the CITY for submittal to Caltrans. This scope does not include subsurface archaeological resource testing. If based on the findings of the ASR, Caltrans determines subsurface archaeological resource testing (i.e., XPI Proposal and XPI Testing) is necessary, these studies could be provided as an optional service (see optional Task 11 information below).

After Caltrans receives the mitigation commitment letter from the CITY and PM 2.5 Email from MTC and the cultural resources reports are deemed complete, Caltrans will issue the NEPA Categorical Exclusion for use by the City in obtaining federal funding.

1.6.4. **Meeting Attendance -** This scope includes attendance at the Caltrans Field Review (see above) and up to three meetings with the project team during completion of the above-described tasks. The scope also includes A/HC attendance at up to three Native American consultation meetings. This scope does not include public hearing or scoping meeting attendance.

1.7. CITY maintains a list of known utility operators in CITY. CONSULTANT shall prepare a Notice of Intent to Construct (NOI) on CITY's standard NOI form and submit it to the known utility operators in order to gather records for existing utilities. Location map exhibits will be required to be submitted as part of the NOI. CONSULTANT shall provide CITY a draft of the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide CITY all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that will be impacted by the work, to identify existence of utilities within the roadbed and potential for vertical conflicts against the selected pavement treatment, and to identify if there are any high-risk utilities within the project limits that may be impacted by the work.

1.8. All data collected from the field shall be provided to the CITY for records. Prior to performing data collection, CONSULTANT shall provide a work plan to the CITY

for review and approval. No work shall be performed unless authorized by the CITY. After compiling information related to the project, CONSULTANT will provide a confirmation of concept plan to the CITY for review and confirmation of proposed improvements prior to proceeding with 65% design.

1.9. Provide C.3 calculations and method used to determine bioretention sizing. Provide technical specifications. C.3 Calculations will be per the latest approved Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP). Recommendations will be summarized in a Stormwater Treatment Design Criteria Memo. CONSULTANT will include an operations plan and maintenance plan to be accepted by the City.

1.10. Geotechnical engineering for soil characterization and pavement characteristics shall include the following:

1.10.1. **Exploratory Borings -** CONSULTANT will drill, log, and sample 12 exploratory borings using conventional truck-mounted, hollow-stem drilling equipment. Site access will be provided for us. Our conventional borings will extend to depths of approximately 2 to 6 feet below the existing AC pavement or practical drilling refusal. Practical refusal can be due to obstructions, very dense soil condition, and/or equipment limitation. We will collect soil samples from our borings for visual classification and laboratory testing.

1.10.2. **Utility Clearance -** CONSULTANT will mark out boring locations at least two working days prior to beginning our explorations as required by law, and notify the regional utility notification center – Underground Service Alert (USA), and you, so that public and private utilities can be identified and marked at the ground surface. Where practical we will mark our locations in white paint, or otherwise designate our exploration locations, as requested by USA. Utility operators/ owners are required by law to mark their utilities at the ground surface prior to the start of work. To reduce the risk of damaging unidentified underground utilities during drilling, we will also contract with a private utility locator to screen our exploration locations for utilities. We are not responsible for damage to utilities that are not clearly identified. We also request that you forward a copy of utility location plans or drawings, if available, to aid in determining our exploration locations.

1.10.3. **Permits, Site Access, and Disposal of Drill Spoils -** The work is being performed for the City of Santa Clara. As noted in the RFP, we will obtain and encroachment permit with the city. However, we understand various fees associated with street closure, bonds, and encroachment permits will be waived by the CITY.

Locations of explorations will be backfilled with cement grout and top with dyed concrete to match.

CONSULTANT assumes clear site access will be provided for our equipment at the time of drilling. Exploration equipment is typically heavy, and drilling is a destructive process that disturbs surface soils and other improvements. For this proposal, site restoration is limited to general clean-up and does not include the restoration of the site to its original conditions including AC hot or cold patch.

During site exploration, spoils generated will be stored in 55-gallon drums for laboratory testing and offsite disposal. Testing and disposal of excess soil

cuttings is provided as a separate line in Table 1 for your planning.

1.10.4. **Traffic Control -** Included in this scope of work is the approximate cost to provide full traffic control for this work. The cost shown is for a full 8-hour workday, Monday through Friday during normal work hours, including lane closure, as needed, and signage. CONSULTANT will work with the City to assist in the preparation of a basic traffic control plan, if required. Our traffic control plan is not intended to meet Caltrans' requirements. CONSULTANT has estimated a total of three (3) days for the exploration and testing.

1.10.5. **Environmental Conditions -** If environmental contamination or other specific conditions exist at the site, please notify us prior to exploration so that we can take the proper health and safety precautions during our exploration of the site. This proposal specifically excludes the assessment of environmental characteristics at the site, particularly those involving hazardous substances. If obviously impacted materials are encountered during our geotechnical exploration, we will discontinue our work and notify you of the condition encountered. CONSULTANT will proceed with geotechnical scope of work once we mutually agree to do so. Added costs incurred because of suspected hazardous substances will be charged on a time-and-expense basis over and above the established fees for the site investigation.

1.10.6. **Laboratory Testing -** To evaluate the index and engineering properties of site soils, the following laboratory tests are anticipated:

- In-situ Moisture/Density tests, American Society for Testing and Materials (ASTM) D2937 Test Procedure
- Grain Size Distribution tests, ASTM D1140 and D422
- Atterberg Limit tests, ASTM D4318
- Pavement Resistance, R-Value, Testing, Cal 301 (four tests)
- Permeability Tests, ASTM D5084 and/or D2434

1.10.7. **Engineering Analysis And Report Preparation -** A report will be prepared with our conclusions and recommendations. The report will include the following:

- Site plan showing exploratory boring locations
- Logs of exploratory borings, including depth to ground water
- Laboratory test results
- A detailed discussion of our findings and recommendations, including:
- Site conditions
- Subsurface conditions
  - Soil hydraulic conductivity
  - Site preparation and earthwork recommendations
  - Temporary shoring design parameters
  - Flexible asphalt and rigid concrete pavement recommendations

1.11. CONSULTANT will perform the following as part of the Agency Coordination and Permitting:

1.11.1. **Caltrans Encroachment Permit –** Since El Camino Real is a Caltrans facility,

work at the Lincoln Avenue and El Camino Real may impact Caltrans ROW, and we assume a Caltrans encroachment permit will be required. CONSULTANT will prepare and submit required documents to obtain a standard encroachment permit from Caltrans. It is assumed by the CONSULTANT that Caltrans will allow the project to be processed through the encroachment permit office process (EPOP) with a permit application review and that design engineering evaluation report (DEER) or a PSR-PDS will not be required by Caltrans. CONSULTANT assumes that the Caltrans Encroachment Permit will be straightforward (under $1M) and no Design Standard Decision Documentation (DSDD) will need to be prepared for the project.

1.11.2. **Federal Aid Documentation -** CONSULTANT will provide support to the City in preparing and submitting accurate and complete documentation in support of the OBAG 3 Federal grant for construction. BKF assumes that all work will be within the public right of way.

1.11.3. **Caltrans Construction Authorization -** CONSULTANT will coordinate the E-76 request for Construction Authorization for the Project. CONSULTANT will be the lead in preparing all documentation for CITY review, and the CITY will submit documentation to Caltrans. This includes

- Preparation of the Preliminary Environmental Study (PES) documents (LAPM Chapter 6)
- Preparation of the Field Review forms (LAPM Chapter 7)
- Calculation of the DBE goal (LAPM Chapter 9)
- Preparation of the PS&E certification and checklist (LAPM Chapter 12)
- ROW Certifications (LAPM Chapter 13)
- Preparation of the RFA package

Task 1 Deliverables – Electronic format:

1. Preliminary plans – One (1) PDF
2. Conceptual Layout, Signal/RRFB, Signing and Striping Plans
3. Preliminary cost estimate – One (1) PDF
4. Project schedule – One (1) PDF
5. Field notes and photographs
6. Photometric Analysis (Lighting Study)
7. Signal Warrant Analysis Findings
8. Parking Study Findings
9. C.3 calculations and method used to determine bioretention sizing in a Stormwater Treatment Design Criteria memo.
10. Plat and Legal Description Easement Dedication
11. E76 Forms

Task 2: 65% Construction Documents

Plans shall be drawn to scale, on D-size (24" X 36") sheets, at an engineering scale up to 1" = 40' maximum, conforming to CITY's Design Criteria. Plans are to be drawn by AutoCAD 2021 or earlier versions, using CITY-provided standard AutoCAD template with background layout from Consultant's topographic survey.

2.1. Prepare 65% construction documents and supporting information for the CITY's review. Consultants shall follow CITY's Design Criteria and plan format to prepare 65% Plans and supporting information for the CITY's review. In addition to the cover page, notes, key map and typical sections, CONSULTANT anticipates the following plans with details of major design components will be prepared for the 65% submittal:

Layout plan with identify all major construction features including curb ramp and sidewalk construction, edge conditions, dig outs, and intersection conforms. Layout plans will also identify proposed pavement rehabilitation methods and itemize irons to be adjusted to grade within the pavement resurfacing areas.

Traffic signal installation/modification and **RRFBs installation plans** for seven intersections will be prepared as listed below:

- Scott Boulevard and Cabrillo Avenue;
- Scott Boulevard and Royal Avenue;
- Scott Boulevard and Warburton Avenue;
- Scott Boulevard and Bray Avenue;
- Monroe Street and Cabrillo Avenue;
- Monroe Street and Warburton Avenue;
- Lafayette Street and Parker Court;

Depending on the outcome of the signal warrant study, signal modification plans could also be prepared for the following location as an optional service (see optional Task 10 information below):

- Lafayette Street and Reeve Street;

The plans will include base layouts showing controllers, service enclosures, poles, pull boxes, signals, detection systems, conduits, and conductors. Plans will be drawn at 1"=20' scale, using Caltrans and City of Santa Clara standards, and will include conduit/ wiring and pole/equipment schedules. BKF will work closely with SVP to incorporate new service point into the traffic signal plans. SVP developer work drawings will be required for new and modified traffic signal systems and will need to be designed by CONSULTANT and reviewed and approved by SVP. The SVP developer work drawings approval process requires the CONSULTANT to coordinate with the Public Works project manager and SVP electric department to submit each submittal of electrical drawings separate from the civil utility plans.

RRFBs are assumed to be solar-powered per RFP Q&A. CONSULTANT also assumes the CITY will provide existing as-builts, and signal timing is excluded from the scope.

Signing and striping plan along Warburton Ave and Lincoln St based on the proposed geometry and the RFP will be prepared. The plan will be drafted at a scale of 1"=40' to ensure clarity. All signage will follow the California MUTCD 2014, Revision 9, and all striping will conform to the latest 2024 Caltrans Standard Plans, as well as applicable standards from Caltrans and the City of Santa Clara.

BKF will also incorporate the latest plans from Scott Boulevard and the approved plans

from Lafayette Street into the current project design to ensure seamless coordination between multiple projects.

Traffic control plans for the proposed off-site civil improvements, including pavement reconstruction, and utility installations will be prepared. The traffic control plans will be prepared at a scale of 1" = 40' to ensure clarity. All signage will conform to the CA MUTCD 2014, Revision 9. CONSULTANT assumes that traffic signal-related construction and street resurfacing (i.e. grind & overlay, micro-surfacing, and slurry seal) will be provided by the respective Contractors and is therefore excluded from this scope.

Based on our experience collaborating with the City of Santa Clara, we have identified the need for traffic control design services as outlined below:

- Preparing detailed traffic handling plans for the proposed off-site civil improvements, including pavement reconstruction, and utilities installations
- Applying traffic control design per CA MUTCD, City of Santa Clara requirements, and Caltrans standards
- Maintaining of vehicular, transit, bicycle, and pedestrian traffic throughout construction, including ingress/egress for properties (driveways) and businesses
- Minimizing impact to the traveling public and ensuring adequate circulation for local traffic, delivery trucks, buses, and emergency vehicles

Planting and irrigation plans will be prepared by CONSULTANT that will include point of connections, new equipment or upgrades as required, mainline routing and the associated city standard irrigation details. Planting design and plant palette shall conform to the existing plant palette. City standard planting details will also be included. GSI areas will be coordinated with utilities and drainage infrastructure requirements. CONSULTANT will provide recommendations and design for installation of GSI (bioretention facilities) including:

- Identifying drainage management areas for sizing GSI facility, domestic irrigation water connections,
- Landscape plans that will incorporate recommendations from a City coordinated third-party (SFEI -San Francisco Estuary Institute),
- Low voltage power connection from Silicon Valley Power (SVP) underground street light conduit or overhead electric wire,
- Integration of GSI with proposed pedestrian safety facilities, and
- Public educational permanent signage for at least one GSI facility

Lighting/Electrical Plans with Photometrics will be provided for the street lights affected by the project as well as the proposed crosswalk and signal safety lighting locations.

Interconnect/Fiber Plans will be provided that document the wiring needed for the proposed signal interconnect between existing signal cabinets to the proposed traffic signal systems.

65% Plans shall include all existing utilities on-site and immediate surrounding off-site areas. Pertinent background information as relating to proposed improvements such as, but not be limited to, layouts, fence, gate, pedestrian pathway, property lines, site entrance/exist driveway, adjacent streets shall be shown. A list of anticipated design plans are as follows:

- Cover Sheet
- Notes and Legend
- Typical Sections

- Demolition Plan
- Layout Plan
- Traffic Signal Installation/Modification Plans
- RRFB Installation Plans
- Signing and Striping Plans
- Street Lighting Design Plans and Detail Sheets
- Fiber Interconnect Plan Sheets
- Fiber Interconnect Detail Sheets
- Fiber Interconnect Splice Diagrams Sheets
- Traffic Control Plans
- Planting, Irrigation, and Landscape Plans with equipment legends
- Construction Details

2.2. Provide modified sections to CITY standard specifications to suit Project. Modified sections include, but not be limited to, general information, summary of work, measurement and payment for bid items, permitting and agency regulatory requirements, etc.

2.3. Prepare project estimate that includes an itemized list of bid items. The Project estimate shall be accurate and prepared based upon current construction pricing and escalated to mid construction. CONSULTANT shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The CONSULTANT shall provide the assumptions and supporting documents used to prepare the estimate. The Project estimate shall consider the following factors:

- Recent similar projects bided in the Bay Area, especially in the South Bay
- Current economic trend
- When the Project will be bided
- When construction will occur
- The risks that contractors need to consider for the Project

2.4. Develop Project schedule. Schedule shall include all needed times to complete all tasks, including CITY's review times, permitting process, and construction period. A preliminary schedule is included in this proposal.

2.5. Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the CITY as deemed necessary to efficiently complete this phase of the design in a timely manner.

2.6.1. CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.

2.6.2. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 65% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments.

2.6. Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

2.7. CONSULTANT is required to coordinate with Underground Service Alert to mark all locations requiring new signal pole and cabinet foundations. All potential utility conflicts shall be discussed with the CITY and coordinated with each respective utility agency to clear all conflicts. The project plan shall clearly identify all existing utilities that will be and potentially be impacted during construction. Under this requirements, it is assumed by CONSULTANT that at least 1 pothole per cabinet location will be authorized by the CITY. USA will not call in markings unless the is field work (digging) involved.

Task 2 Deliverables – Electronic format:

1. 65% Plans – One (1) PDF and one (1) AutoCAD file.
2. 65% Specifications – One (1) PDF and one (1) Microsoft Word file.
3. 65% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
4. SVP Developer Work Drawings
5. Project schedule – One (1) PDF and one (1) Microsoft Project file.
6. Quality control checklist for 65% PS&E submittal – One (1) PDF and one (1) Microsoft Word or Excel file.
7. Miscellaneous Project information (as requested).
8. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
9. Required information to the City's Project Specific Specification Book

Task 3: 95% Construction Documents

Based on CITY's comments and direction on the 65% PS&E, CONSULTANT shall revise the 65% PS&E to produce the 95% PS&E. Consultant shall:

3.1. Prepare 95% construction documents and supporting information for the City's review and approval. CONSULTANT shall update the plans from 65% submittal. Construction details of proposed improvements shall be included in the 95% Plans.

3.2. Provide technical specifications. Provide modified sections to City standard specifications to suit Project. Modified sections include, but not be limited to, general information, summary of work, measurement and payment for bid items, permitting and agency regulatory requirements, etc.

3.2.1. Provide required information to the City's Project Specific Specification Book (Division 0, 1, and 2). Required information from Consultant for CITY's frontend specifications shall include, but not be limited to, the followings:

- Description of work – summary only
- Type of Contractor's License required
- Construction Duration for substantial completion and final completion
- Bid schedule without engineer's estimate in excel spreadsheet
- Bid schedule with engineer's estimate in excel spreadsheet
- Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for similar work and contract values)
- Identification of any changes to the City's standard specifications that are required

3.3. Prepare an updated engineering cost estimate.

3.4. Prepare an updated project schedule.

3.5. Meet with CITY staff, as needed, to review CITY comments on 95% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate CITY comments.

3.5.1. CONSULTANT assumes one (1) coordination meeting with City staff for resolution of comments.

3.5.2. Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

3.5.3. Provide written response matrix to City's comments on 65% PS&E.

3.6. Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

Task 3 Deliverables – Electronic format:

1. 95% Plans – One (1) PDF and one (1) AutoCAD file.
2. 95% Specifications – one (1) PDF and one (1) Microsoft Word file.
3. SVP Developer Work Drawings
4. Structural Calculations (if required) – One (1) PDF.
5. 95% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
6. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
7. Quality control checklist for 95% design submittal.
8. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file

Task 4: 100% Construction Documents

Based on CITY's comments and direction on the 95% PS&E, CONSULTANT shall revise the 95% PS&E to produce the 100% PS&E. CONSULTANT shall:

4.1. Prepare 100% construction documents and supporting documents.

4.1.1. Phase percentage statement such as "100% Plans. Not for Construction" shall be removed from the 100% Plans and each sheet of the plans set shall be stamped and signed by the CONSULTANT's Engineer of appropriate discipline.

4.2. Specifications shall be stamped and signed (on Document 00030 – Seal) by CONSULTANT's Project Engineer.

4.3. Prepare an updated Engineering Cost Estimate with backups and justifications for unit pricing.

4.4. Prepare an updated Project Schedule.

4.5. Meet with CITY staffs as needed to review CITY comments on 100% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate CITY comments.

4.5.1. CONSULTANT assumes one (1) coordination meeting with CITY staff for resolution of comments.

4.5.2. Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the CITY as deemed necessary to efficiently complete this phase of the design in a timely manner.

4.5.3. Provide written response matrix to CITY's comments on 95% PS&E.

4.6. 100% PS&E shall be Peer reviewed and Certification of Peer Review shall be submitted with the 100% Submittal.

A statement to indicate Peer Review has been performed and name, signature, and title of the Engineer who performed it shall be added to the Plans Cover Sheet.

Certification of Peer Review: The following paragraph shall be put on the company letter head, dated, and signed by the Peer Review Engineer.

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional landscape architect with expertise and experience in the appropriate fields of landscaping equal to or greater than the Architect of Record, and that appropriate corrections have been made."

4.7. 100% plans will be submitted to the Building Division for review in order to obtain a building permit for new electrical meters and for bioretention on City owned parcel, if applicable.

4.7.1. Prepare and submit Special Inspection Form for the Project, if applicable.

4.8. Provide Documents for City's PS&E approval process. Required documents are, but not be limited to, engineer's estimate using the schedule of quantities format, recent similar project bid summaries to validate engineer's estimate, consultant Peer Review Certification, consultant Lessons Learned from other similar projects that were applied to this Project.

4.9. The CITY shall review the 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and Project bid and construction schedule) to ensure that all comments and issues have been rectified.

4.10. Provide list of potential bidders including company name, email address, contact number, and address of business.

Task 4 Deliverables – Electronic format:

1. 100% Plans– One (1) PDF and one (1) AutoCAD file.
2. 100% Specifications– One (1) PDF of wet-signed/stamped, A-size and one (1) Word file.
3. Plat and Legal for GSI easement
4. Structural Calculations (if required) – One (1) PDF
5. Certification of Peer Review – One (1) PDF
6. 100% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file
7. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
8. Quality control checklist for 100% design submittal.
9. Special Inspection Form – One (1) PDF
10. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project Schedule

Task 5: Bid Documents

The Bid Documents shall incorporate all comments from the City including comments from Public Works, Sewer and Water, SVP, and any other stakeholders that are involved in the Project. Based on CITY's comments and direction on the 100% PS&E, Consultant shall revise the 100% PS&E to produce the Bid Documents. CONSULTANT shall:

5.1. Incorporate City review comments of 100% PS&E into Bid Documents.

5.2. Prepare building permit resubmittal package incorporating comments and instructions

from the building division.

5.3. Prepare Bid Documents (P&S).

5.3.1. CONSULTANT assumes one (1) coordination meeting with City staff for resolution of comments.

5.3.2. Bid Plans shall be wet stamped and signed by the CONSULTANT's Engineer of appropriate discipline. Plans shall be drawn to scale and plotted onto D-size sheets.

5.3.3. Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.

5.3.4. Final Engineer's Estimate

5.4. Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

Task 5 Deliverables – Electronic format:

1. Bid Plans – One (1) PDF of wet-signed/stamped, D-size and one (1) AutoCAD file.
2. Bid Specifications – One (1) PDF of wet-signed/stamped, A-size and one (1) Word file.
3. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
4. Quality control checklist for bit set submittal.
5. Special Inspection Form
6. List of potential contractors with detailed information, which include emails, phone numbers, address, and contact name.

Task 6: Bid and Award Phase Assistance

CONSULTANT shall provide assistance to the CITY during the bidding and award phase, answer questions from bidders, help and prepare exhibits for addenda when necessary, assist the City in evaluation of bids received, and provide a written recommendation for the award of contract, when requested.

Consultant shall:

6.1. Attend and conduct one Pre-Bid Conference/Site Visit.

6.2. Assist the CITY with responses to bidder's inquiries through the CITY's Project Manager.

6.3. Assist the CITY with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.

6.4. Assist the City in evaluating bids (if required by the CITY).

6.5. Within fourteen (14) days from the bid opening date, prepare and submit a conformed set of contract documents (Plans and Specifications) incorporating any and all addenda (if needed).

Task 6 Deliverables – Electronic format:

1. Written response to bidder's inquiries – Signed PDF.
2. Support information for addenda – Signed PDF.
3. Written recommendation letter to award of contract for the Project – Signed PDF.
4. Conformed Set (if needed) – One (1) PDF of Plans and Specifications, one (1) AutoCAD file of Plans, and one (1) Microsoft Word file of Specifications.

Task 7: Construction Phase Assistance

CONSULTANT's responsibility to provide basic services for the construction phase under this Agreement commences with the "Notice to Proceed" (NTP) of the contract for construction and terminates on the date the CITY approves the certificate of completion of the Project.

CITY is lead in construction management and administration and CONSULTANT will assist the CITY in providing administration of the contract for construction. Duties, responsibilities and limitation of authority of CONSULTANT shall not be restricted, modified, or extended without written agreement of the CITY.

7.1. CONSULTANT shall attend the Pre-construction meeting.

7.2. CONSULTANT shall visit the site three times during construction. During these site visits, CONSULTANT shall attend job progress meetings, pre-submittal meetings, pre-installation meeting, and other meetings as required by the CITY. CONSULTANT's structural, civil, and electrical sub-consultants shall visit the site as required when work related to their discipline is in progress.

7.3. CONSULTANT shall make construction observation visits throughout the construction phase. CONSULTANT shall issue an observation report after each visit. Assume up to six (6) meetings.

7.4. In addition to the construction observation visits, CONSULTANT shall review technical submittals, shop drawings, product data, product samples, and product warranties from the contractor for conformance with the specifications and drawings. The CONSULTANT's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in CONSULTANT'sjudgment to permit adequate review. The CONSULTANT will be allowed a maximum of seven (7) calendar days for review of submittals. CONSULTANT's review shall not constitute review of safety precautions or, unless otherwise specifically stated by CONSULTANT, of construction means, methods, techniques, sequences or procedures. CONSULTANT's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, CONSULTANT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract document.

7.5. CONSULTANT shall respond to Contractor's Request for Information (RFI) and Request for Substitution (RFS). Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. CONSULTANT shall be allowed a maximum of seven (7) calendar days to respond to RFIs and RFSs that impact the Project schedule or a maximum of fourteen (14) calendar days to respond to RFIs and RFSs that do not impact the Project schedule.

7.6. The CONSULTANT shall prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by the CITY, CONSULTANT shall review Change Order (CO) pricing and provide written responses for the CITY's review and finalizing said COs.

Task 7 Deliverables – Electronic format:

1. Signed PDFs of Reviewed Contractor Submittals, Shop Drawings, RFIs, RFSs, and Field Instructions.
2. Signed PDFs of COs' recommendations.
3. Signed PDFs of Field reports by Consultant and sub-consultants.

Task 8: Post-Construction Phase

When requested by the CITY, CONSULTANT shall conduct reviews to assist the CITY to determine the date or dates of Substantial Completion and the date of Final Completion. CONSULTANT's decisions with CITY approval on matters relating to aesthetic effect may be final if consistent with the intent expressed in the Contract Documents.

8.1.1. Upon request by Contractor, in accordance with contract Specifications, for Substantial Completion and later Final Completion, CONSULTANT shall assist CITY in determining if the Project is ready for the stage of completion requested by the Contractor. CONSULTANT shall provide CITY with a written recommendation.

8.2. CONSULTANT shall perform a walk-through of the Project site, review Contractor Punch List, and provide written response with status and action of items on the Punch List. CONSULTANT shall attend final walk-through of the Project site with the CITY, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out.

8.3. CONSULTANT shall review Contractor-supplied Operation and Maintenance manuals and Warranties to determine their completeness and compliance with Construction Contract and provide written recommendation for acceptance.

8.4. CONSULTANT shall at completion of the Project, provide CITY with one set of reproducible Record Drawings (RDs) on good quality bond paper that reflect the changes to the work during construction based upon marked up prints, drawings and other data furnished by the Contractor and CITY. CONSULTANT shall use the original Title sheet for the RDs set. If CONSULTANT adds additional sheets to the Plans, these shall be properly numbered, properly referenced on other affected drawings and included in the drawing index. CONSULTANT may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

8.4.1. Provide a complete set of the Record Drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. CONSULTANT may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

Task 8 Deliverables – Electronic format:

1. Substantial Completion/Final Completion recommendations and Reviewed Punch List – One (1) signed PDF.
2. Record Drawings – One (1) PDFs and one (1) AutoCAD files on CD/DVD.

OPTIONAL SERVICES

Task 9: Optional Utility Investigations and Potholing

9.1. Utility Investigations and Potholing

CONSULTANT will prepare a potholing plan and submit it to the CITY for approval. Upon

receiving CITY approval, Consultant will conduct up to fifty (50) potholes to locate existing underground utilities. CITY will provide encroachment permit (no fee) for the field work. Traffic control shall be provided by the CONSULTANT for the field exploration work as per CITY permit conditions. The potholes shall be back filled with cement grout or cold patch AC. The following is included in this task:

- Obtain a City of Santa Clara encroachment permit (assumed no fee).
- Mark out the borings in white paint and call in USA North Utility Notification a minimum of 72 hours before the start of the field work.
- CONSULTANT has outlined a price per pothole.

Deliverables:

1. Potholing Plan
2. Potholing Data (to be included in Utility Plans and Utility Report).

Task 10: Optional Intersection and Signal Improvement Plans for Lafayette/Reeve

10.1. Intersection and Signal Improvement Plans for Lafayette/Reeve

If the City decides to proceed with installation of a signal at the intersection of Lafayette Street and Reeve Street, CONSULTANT will prepare layout plan, traffic signal installation plan, and signing/striping plan for these improvements. CONSULTANT notes the following design constraints and considerations for this location.

- West leg with the combined driveway for 2 properties will be a challenge for the signal operation design
- Limited space at the southwest and southeast corners may require ROW or easement acquisition
- Concentration of overhead powerlines will present challenges to achieve CITY/IES lighting standard for a signalized intersection
- Limited space at the southwest and southeast corners will require additional coordination with utilities

CONSULTANT notes the following exceptions for this optional service:

- Excludes application fees
- Excludes utility underground design
- Excludes public outreach for the driveways/properties effected
- Excludes traffic operations and simulation studies for the proposed layout

Deliverables:

1. Preliminary, 65%, 95%,.100%, and Bid Plans

Task 11: Optional XPI Testing

11.1. XPI Testing

If Caltrans requires XPI testing, an XPI proposal will be prepared for archaeological testing in the project area's archaeologically sensitive areas. The testing method is assumed to be geoprobes in the sections of the project corridor covered with impervious surfaces and backhoe trenches in accessible areas. This scope assumes 1 week (five days) of testing. Upon Caltrans' approval of the proposal, Extended Phase I testing will be completed, and

the results will be incorporated into the Archaeological Survey Report. If resources are identified during the Extended Phase I investigation, an Assumption of Eligibility, ESA Action Plan, or other Caltrans Section 106 documents may be necessary, and will require an amendment to this scope of work.

ASSUMPTIONS

CONSULTANT's services are limited to those expressly set forth in the scope. For the scope of work and fee identified, we have assumed the following:

1. All permits and fees to be paid by the CITY.
2. Designs will be based on the 2024 Caltrans Standard Plans, Specifications, and Revised Standard Plans.
3. Designs will be based on 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), Revision 9.
4. Arborist report and tree surveys are excluded.
5. Modifying existing irrigation at the adjacent private properties is excluded and is not part of the scope of work.
6. RRFBs are assumed to be solar-powered per RFP Q&A.
7. Survey Services assumptions
    i. Site Access: CONSULTANT will need to be provided site access, especially to any fenced or restricted access areas.
    ii. Resolved Boundary Survey: CONSULTANT is excluding a boundary survey.
    iii. Record (Paper) Boundary: CONSULTANT is excluding providing any record (paper) boundary or easement information.
    iv. Easements: CONSULTANT is excluding plotting of any record easements.
    v. Construction Staking: CONSULTANT is excluding any construction staking related services.
    vi. Easement by Separate Instrument (Plat and Legals): CONSULTANT is excluding the preparation of any easements by separate instrument (plat and legals), except for those listed in the above scope.
    vii. Record of Survey: As CONSULTANT is not providing any boundary survey, CONSULTANT is excluding the preparation and filing of a Record of Survey.
    viii. As-Built Survey: CONSULTANT is excluding the preparation of any post-construction/as-built surveys.

8. CONSULTANT assumes the CITY will provide existing as-builts.
9. Signal timing is excluded from the scope.
10. The limit of work is limited to the direct green storm water infrastructure area LQ1-A & B, LQ2, LQ3-A & B, and LQ4 as listed on page 8 and identified in Figure A-2 and A-3 of Attachment (A) of the RFP.
11. The bicycle and pedestrian improvements project involves minor improvements within the existing public right-of-way.
12. The NEPA and CEQA processes will be limited to evaluation of one build alterative.
13. The project will not impact any threatened or endangered plant or animal species, or habitat utilized by such species.
14. No trees will be removed by the project.
15. The bicycle and pedestrian improvements project will be eligible for a Categorical Exclusion (CATEX) under the NEPA.
16. The bicycle and pedestrian improvements project will be eligible for a Statutory Exemption (SE) under CEQA.
17. The green stormwater infrastructure project will be eligible for a Categorical Exemption (CE) under CEQA.
18. The City will be the Lead Agency under CEQA for both the bicycle and pedestrian improvements and green stormwater infrastructure projects.
19. Preparation of the ASR-HPSR will not require additional research to identify resources, an Extended Phase I investigation, Assumption of Eligibility, ESA Action Plan, or other Caltrans Section 106 processes.
20. The City will agree to implement the mitigation commitments recommended by Caltrans.
21. CONSULTANT assumes that one (1) BPAC review will take place at the 65% to 95% PS&E design milestone but CONSULTANT will not be required to attend BPAC meetings.
22. The Caltrans Encroachment permit will be a standard, straight forward permit and that no Design Standard Decision Documentation (DSDD) will need to be prepared for the project..

EXHIBIT B
SCHEDULE OF FEES

I. GENERAL PAYMENT

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed $1,220,000. The amount billed to City for pre-approved Additional Services shall not exceed the sum of $183,000. In no event shall the amount billed to CITY by CONSULTANT for services under this Agreement exceed $1,403,000, subject to budget appropriations.

Billing shall be on a monthly basis based on the services performed for each task. Consultant shall, during the term of this Agreement, invoice the CITY for hours and dollars of work completed under this Agreement. The invoice shall describe the Task invoiced, percent complete of the Task, time and materials expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. All invoices shall provide a written description of work performed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced.

II. BASIC SERVICES

The total payment to Consultant for all work necessary for performing all Tasks, as stated in Exhibit A, shall be in proportion to services rendered and on a time and materials not-to-exceed basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant full compensation for all the Consultant services required by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may reallocate budget from Tasks to other Tasks or to or from additional services. The Consultant shall bill time and materials spent on a Task under the appropriate Task and will not be allowed to charge to future or inactive tasks unless approved in writing by City. The Consultant shall provide a summary of dates and hours charged per date by individual, and individual timesheets, if requested by City. The hours and amounts charged to each Task shall be proportionate to the services rendered.

Tasks denoted as Optional Tasks, as stated in Exhibit A, require pre-approval in writing by City prior to performing any services under the task. Payment for any Optional Task is allowed only if written authorization is given by the City in advance of the work to be performed. Fees for Optional Tasks shall be considered as Basic Services.

The total amount of all the Tasks is a not-to-exceed amount. Figures in the following table include all Subconsultant costs, reimbursable expenses, and administrative markups. The following table is a summary of the Tasks based upon the Proposal and revised workplan submitted by BKF, and agreed by City and Consultant, incorporated herein by reference.

Consultant shall invoice time and expenses according to the subtasks identified in the Proposal. The time and expenses billed for subtasks may vary above or below the fees identified on the Estimated Project Cost provided that the total billed for all subtasks billed under a Task remains within the Fee established for the Task. Upon mutual agreement between City and Consultant in writing, subtasks may be combined as needed to facilitate Consultant invoicing.

Description of work and task	Cost Estimate
Task No. 1 – Preliminary Engineering/Evaluation	$295,619
Task No. 2 – 65% Construction Documents	$203,905
Task No. 2 – 95% Construction Documents	$150,913
Task No. 4 – 100% Construction Documents Package	$115,477
Task No. 5 – Final Bid Documents	$58,374
Task No. 6 – Bid and Award Phase Assistance	$24,056
Task No. 7 – Construction Phase Assistance	$58,500
Task No. 8 – Post-Construction Phase	$25,021
Task No. 9 - Optional Services: Pothole	$145,010
Task No. 10 - Optional Services: Signal Design (Lafayette & Reeve)	$79,820
Task No. 11 - Optional Services: XPI Testing	$63,305
TOTAL	**$1,220,000**

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed one million two hundred twenty thousand dollars.($1,220,000), subject to budget appropriations.

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not be allowed to be billed to the Project and all costs are covered under Basis Services.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Monthly billing for Additional Services shall be consistent with the terms set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed $183,000 without approval by the City.

V. RATE SCHEDULE

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Rates by classification are listed below. No adjustment to the rates will be allowed during the first two years of the term of this Agreement and annual adjustments based on CPI may be proposed until the end of the term of this Agreement. Any classifications added, or staff members changing classifications, shall be approved in writing by City.

City of Santa Clara - Central Santa Clara Bicycle and Pedestrian Improvement Project
BKF Engineers Professional Services Rate Schedule

CLASSIFICATION		RATE
PROJECT MANAGEMENT		
Principal in Charge	$	355.00
Senior Project Executive	$	330.00
Project Executive	$	320.00
Senior Project Manager | Senior Technical Manager	$	315.00
Project Manager | Technical Manager	$	310.00
Engineering Manager | Surveying Manager | Planning Manager	$	285.00
TECHNICAL STAFF		
Senior Project Engineer | Senior Project Surveyor | Senior Project Planner	$	265.00
Project Engineer | Project Surveyor | Project Planner	$	235.00
Design Engineer | Staff Surveyor | Staff Planner	$	205.00
BIM Specialist I	$	200.00
BIM Specialist II	$	230.00
BIM Specialist III	$	260.00
Technician I	$	190.00
Technician II	$	200.00
Technician III	$	220.00
Technician IV	$	240.00
Technician V	$	255.00
Drafter I	$	150.00
Drafter II	$	165.00
Drafter III	$	180.00
Drafter IV	$	195.00
Engineering Assistant | Surveying Assistant | Planning Assistant	$	125.00
FIELD SURVEYING		
Survey Party Chief	$	260.00
Instrument Person	$	225.00
Survey Chainperson	$	170.00
Utility Locator I	$	135.00
Utility Locator II	$	190.00
Utility Locator III	$	230.00
Utility Locator IV	$	260.00
Apprentice I	$	105.00

City of Santa Clara - Central Santa Clara Bicycle and Pedestrian Improvement Project
BKF Engineers Professional Services Rate Schedule

CLASSIFICATION		RATE
Apprentice II	$	140.00
Apprentice III	$	155.00
Apprentice IV	$	165.00
CONSTRUCTION ADMINISTRATION		
Senior Consultant	$	340.00
Senior Construction Administrator	$	300.00
Resident Engineer	$	220.00
Field Engineer I, II, III, IV	$	200.00
Field Engineer I, II, III, IV	$	230.00
Field Engineer I, II, III, IV	$	260.00
Field Engineer I, II, III, IV	$	280.00
FUNDING & GRANT MANAGEMENT		
Director of Funding Strategies	$	245.00
Funding Strategies Manager	$	225.00
Funding/Research Analyst I, II, III, IV	$	155.00
Funding/Research Analyst I, II, III, IV	$	175.00
Funding/Research Analyst I, II, III, IV	$	190.00
Funding/Research Analyst I, II, III, IV	$	205.00
PROJECT ADMINISTRATION		
Project Coordinator	$	170.00
Senior Project Assistant	$	145.00
Project Assistant	$	130.00
Clerical | Administrative Assistant	$	110.00

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the CONSULTANT's indemnification of the CITY, and prior to commencing any of the Services required under this Agreement, the CONSULTANT shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the CITY, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the CITY of Santa Clara so that any other coverage held by the CITY shall not contribute to any loss under CONSULTANT's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of CONSULTANT; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the CONSULTANT to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous

or regulated materials, CONSULTANT and/or its SUBCONSULTANT'S involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of CONSULTANT included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for CONSULTANT or any SUBCONSULTANT under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the CONSULTANT. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of CONSULTANT's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by CONSULTANT shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be

considered excess insurance only and shall not be called upon to contribute with CONSULTANT's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to CITY at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to CITY at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

CONSULTANT and CITY agree as follows:

1. CONSULTANT agrees to ensure that SUBCONSULTANT'S, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by CONSULTANT, provide the same minimum insurance coverage required of CONSULTANT, except as with respect to limits. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. CONSULTANT agrees that upon request by CITY, all agreements with, and insurance compliance documents provided by, such SUBCONSULTANT'S and others engaged in the project will be submitted to CITY for review.

2. CONSULTANT agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge CITY or CONSULTANT for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

3. The CITY reserves the right to withhold payments from the CONSULTANT in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, CONSULTANT, and each and every SUBCONSULTANT (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to CITY and as described in this Agreement. CONSULTANT shall file with the CITY all certificates and endorsements for the required insurance policies for CITY's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

CONSULTANT or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to CITY, or its representative as set forth below, at or prior to execution of this Agreement. Upon CITY's request, CONSULTANT shall submit to CITY copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to CITY pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Public Works Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for CONSULTANT shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the CITY or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et

seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EXHIBIT E
MILESTONE SCHEDULE

TASK*	**DURATION**
Preliminary Evaluation/Engineering**	10 weeks
65% PS&E & Review	16 weeks
95% PS&E & Review	14 weeks
100% PS&E & Review	12 weeks
Bid Package Submittal	6 weeks
Bid Approval, Opening, and Review	8 weeks
Construction	52 weeks

*Some Tasks will run concurrently with others. Durations assume 4 weeks for City Review period.

**Duration for Task 1 is based on topography services, as-built research/base mapping, data collection, and conceptual plan evaluation only. Excludes scope items that will run concurrently with other Tasks such as meetings, CEQA permitting, Agency Coordination, Geotechnical Evaluation, etc.

EXHIBIT F
PROJECT MANAGEMENT SOFTWARE

ELECTRONIC DATA REQUIREMENTS

General Requirements:

a. Lead CONSULTANT and Sub-CONSULTANT'S shall provide at a minimum, the following to its staff:

i. **Computer**: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.

ii. **Computer Operation System**: Windows XP, Windows Vista, or Windows 7

iii. **Web Browser**: Microsoft Internet Explorer 9

iv. **Work and Spreadsheet Processors**: Microsoft Office Word, Excel and Outlook

v. **Scheduling Software**: Microsoft Project or Primavera

vi. **Internet Service Provider**: A reliable ISP in the area of the Project

vii. **Connection Speed/Minimum Bandwidth**: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream

b. Lead CONSULTANT and Sub-CONSULTANT'S shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis.

Project Web Requirements:

a. This project will utilize a web based project management tool called e-Builder Enterprise™. This web based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

b. Lead CONSULTANT and Sub-CONSULTANT'S shall conduct Project controls, outlined by the Owner, Development Manager, and Construction Manager, utilizing e-Builder Enterprise™. **This designated web based application will be provided by the Lead CONSULTANT to the Sub-CONSULTANT'S**. No additional software will be required. Furthermore, the Development Manager will assist Lead CONSULTANT in providing training of Sub-CONSULTANT's personnel.

c. Lead CONSULTANT and Sub-CONSULTANT'S shall have the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully appraised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

Electronic File Requirements:

a. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Lead CONSULTANT and Sub-CONSULTANT'S shall also submit all closeout documents including all "As-Built Drawings", catalog cuts and Owner's Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Abode Acrobat (.PDF) file format and uploaded to e-Builder Enterprise™.

E-BUILDER IMPLEMENTATION REQUIREMENTS

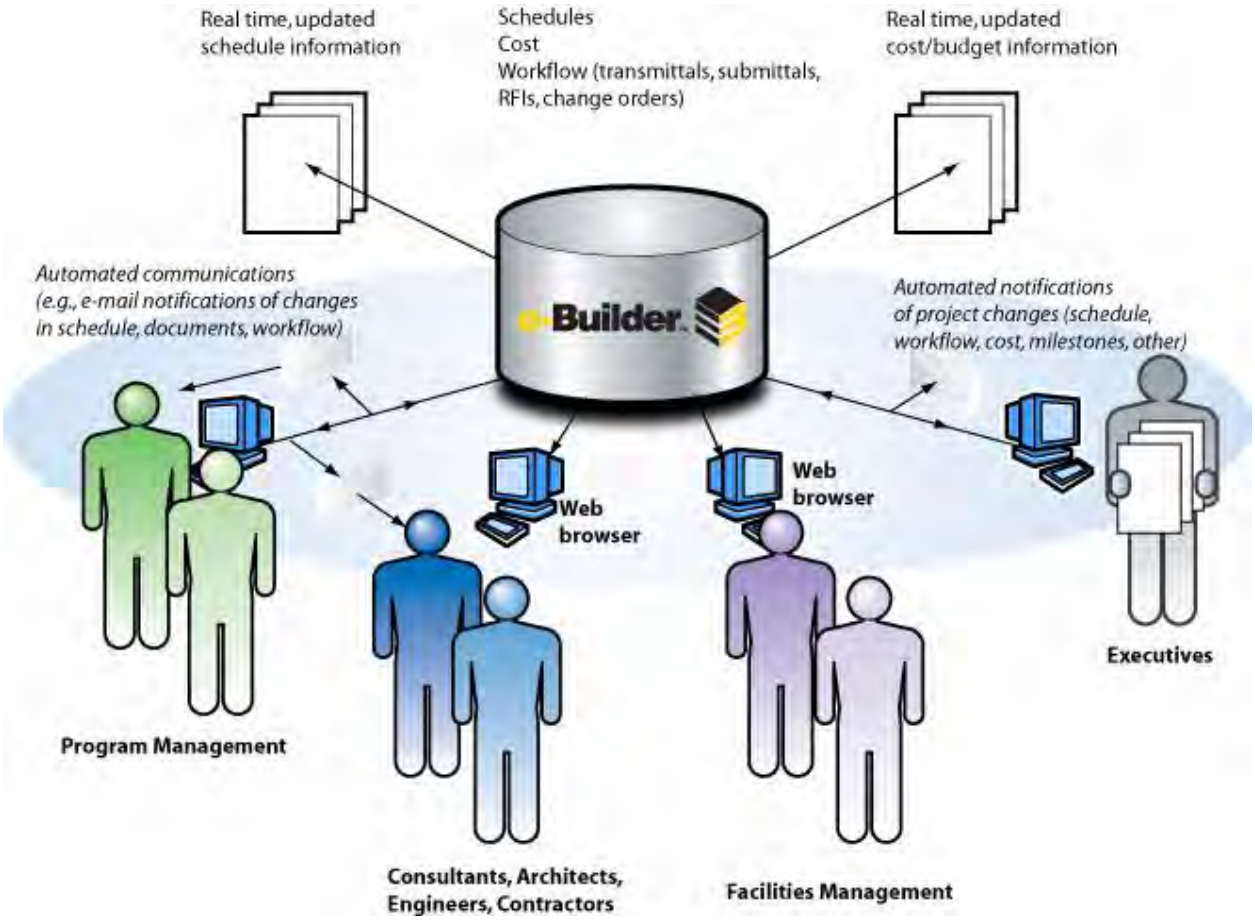
e-Builder Enterprise™ is a comprehensive Project and Program Management system that will be implementing for managing documents, communications and costs between the Lead CONSULTANT, Sub-CONSULTANT'S, Design CONSULTANT'S and Owner. e-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use.

Central Document Vault: e-Builder Enterprise™ system includes a central database that maintains all project information and manages project communications amongst team members.

Communication/Correspondence: e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of project members.

Project Calendars: Meetings will be scheduled and maintained centrally on e-Builder Enterprise™

Reporting: All of the project and program data including documents, communications and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.



E-BUILDER LICENSING REQUIREMENTS

e-Builder Enterprise™ User Licenses: Each user license is for access to the site consisting of unlimited data storage. Users can be direct employees of the Lead CONSULTANT as well as its Sub-CONSULTANT'S and/or Suppliers.

Each user license includes full access to e-Builder Enterprise™ including all of the documents and reports mentioned above. Furthermore, each user license provides the e-Builder software as a service (SaS) including:

- All hosting, operation, maintenance and data back up of the e-Builder Enterprise™ software and documents which are maintained in state-of-the-art data centers located throughout the United States.
- Quarterly e-Builder Enterprise™ software enhancements
- Unlimited phone, email and web based support 24-hours:

e-Builder Enterprise™ user licenses shall be obtained by the Owner, Development Manager, Construction Manager, QA/QC Agencies, and Project Management staff in which the Lead CONSULTANT is not responsible.

25-1031 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to the Agreement with HydroScience Engineers, Inc. for Hydraulic Modeling Calibration and Support Services for a Revised Maximum Compensation of $500,000

BACKGROUND

Water and Sewer Utilities ("W&S") utilizes a hydraulic model of the City's water distribution system to evaluate system performance under various operational scenarios. The model provides essential pressure and flow information that supports day-to-day system operations and long-term planning for future capital improvement projects. The implementation of hydraulic modeling has also replaced W&S's previous practice of conducting field fire flow tests, in which staff physically operated fire hydrants to obtain pressure and flow data. By using the hydraulic model to simulate these flow tests, W&S significantly reduces water use, improving the City's water conservation efforts.

On November 14, 2024, the City Manager executed an agreement with HydroScience Engineers, Inc. (HydroScience) following a competitive Request for Proposals process. Consistent with City Code Section 2.105.300(a), which authorizes the City Manager to execute agreements up to $250,000, the agreement provided for an initial five-year term through November 14, 2029, with two one-year renewal options and a maximum compensation of $250,000.

Under the agreement, HydroScience is responsible for reviewing the City's existing InfoWater hydraulic model, updating it based on water infrastructure improvements, calibrating the model as necessary, and performing analyses using the model. The agreement also allows W&S to request as-needed hydraulic modeling analyses, such as fire flow analyses, development impact analyses, and annual model updates.

DISCUSSION

The original $250,000 maximum compensation was based on the effort needed to complete the base scope of work to update and calibrate the City's hydraulic model, totaling $192,500, and the remaining $57,500 allocated for as-needed services.

The base scope includes reviewing and updating the City's InfoWater hydraulic model to ensure it is calibrated and accurately reflects the City's water distribution system's actual operation. This work also includes water age analysis, updating demand projections based on the previous three years of usage, and developing unidirectional flushing program documents. Completion of the updated and calibrated model is expected by June 2026 and is currently within budget.

In addition to the base scope, the agreement authorizes HydroScience to perform as-needed hydraulic modeling services requested by W&S. These services primarily consist of fire flow analyses required by customers to obtain pressure and flow information needed for fire sprinkler system

design. As-needed services also include development impact analysis and annual updates to the hydraulic model. W&S used the original $57,500 allocation to fund these services during the first year while assessing actual demand levels.

W&S has now confirmed an ongoing annual demand of approximately 75 fire flow requests, along with limited additional modeling needs. This service level requires additional funding to meet projected service needs for the remainder of the agreement term. Therefore, staff is requesting City Council approval to amend the agreement with HydroScience to increase the maximum compensation by $250,000, for a revised not-to-exceed amount of $500,000. The additional $250,000 that will allow W&S to continue processing approximately 75 fire flow analyses per year and to complete other as-needed modeling services as required.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The cost of Amendment No.1 is $250,000 and increases the maximum compensation from $250,000 to $500,000 for the term of the agreement. There is sufficient funding in the Water Utility Fund for Amendment No. 1.

COORDINATION

This report has been coordinated with Water & Sewer Utilities and the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager or designee to execute Amendment No. 1 to the agreement with HydroScience Engineers, Inc. to increase the maximum compensation by $250,000 for a revised not-to-exceed maximum compensation amount of $500,000, subject to the appropriation of funds, and in a final form approved by the City Attorney; and
2. Authorize the City Manager or designee to take all actions necessary to implement and administer the agreement with HydroScience Engineers, Inc., including negotiating and executing future amendment(s) to add or delete services associated with the services and make de minimis changes, provided that the total maximum compensation is not exceeded, subject to the review and approval as to form by the City Attorney.

Reviewed by: John Ramirez, Director, Water & Sewer Utilities
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Amendment No. 1 to the Agreement with HydroScience Engineers, Inc.
2. Original Agreement

powered by Legistar™

Ebix Insurance No. S200002637

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HYDROSCIENCE ENGINEERS, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and HydroScience Engineers, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement For Services Between The City of Santa Clara, California and HydroScience Engineers, Inc., dated November 14, 2024 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide hydraulic modeling services, and the Parties now wish to amend the Agreement to increase compensation by two hundred fifty thousand dollars ($250,000) for a revised not-to-exceed amount of five hundred thousand dollars ($500,000).

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

   In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES". The maximum compensation of this Agreement is Five Hundred Thousand Dollars ($500,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

2. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HYDROSCIENCE ENGINEERS, INC.
*a California corporation

Dated: _____

By (Signature): _____
Name: Mary Hoang
Title: Principal
Principal Place of Business Address: 90 E. Taylor Street, San Jose, CA 95112
Email Address: mhoang@hydroscience.com
Telephone: 408-363-3844
Fax: _____

"CONTRACTOR"

EBIX Insurance No. S200002637

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND HYDROSCIENCE ENGINEERS, INC

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and HydroScience Engineers, a California Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Attachment A - Example forms

Attachment B - 2019 Calibration TM

Attachment C – Pressure Zone Map

Attachment D - Infowater Model Build TM

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement is five years beginning on the date City executes this Agreement ("Execution Date") and terminate on the five-year anniversary of the Execution Date. In addition, the City may extend the term of this Agreement by written notice for two one-year periods at its sole discretion.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Two Hundred Fifty Thousand Dollars ($250,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Dept. of Water and Sewer
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at *LTAM@santaclaraca.gov

And to Contractor addressed as follows:

HydroScience Engineers, Inc.
90 E. Taylor Street, Suite 200
San Jose, CA 95112
and by e-mail at mhoang@hydroscience.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC Section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: 11/14/24

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HYDROSCIENCE ENGINEERS, INC. a California corporation

Dated: 10/25/24
By (Signature):
Name: Mary Hoang
Title: Principal
Principal Place of Business Address: 90 E. Taylor Street
Email Address: mhoang@hydroscience.com
Telephone: (408) 363-3844
Fax: ( )

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. OBJECTIVE

Contractor will provide a fully calibrated InfoWater hydraulic GIS model to be used as a City supplement for in field fire flow testing and evaluate the need for capital improvement projects.

SECTION 2. GENERAL

2.1 Contractor will review the City's existing InfoWater hydraulic model, perform model updates based on water infrastructure improvements, calibrate the model as necessary and perform analysis using the hydraulic model.

2.2 City desires to calibrate the model under steady state to serve as a tool to evaluate fire flow availability of the distribution system. Secondarily, the data generated in model will be used to support capital improvement projects based on changing supply and demand conditions.

2.3 Contractor will provide all resources to complete the projects ensuring that the City of Santa Clara's InfoWater Hydraulic Model is calibrated and ready to be used. After calibration acceptance, Contractor will run the model, and provide documentation that the model generated data reflects the actual operation of the City's water distribution system. Based on the experience and expertise, the Contractor may identify additional tasks or elements needed to meet project goals and such information shall be included in the proposal.

2.4 Contractor is responsible for possessing and acquiring all necessary licenses and permits to perform the work specified herein, including but not limited to InfoWater Pro Software License (Note: Contractor's hydraulic modeling software version must be comparable with InfoWater Version 12.5, which is the version currently used by the City). In addition, Contractor agrees to be compatible with any subsequent InfoWater versions that the City may use during the term of this agreement.

2.5 Throughout this document, references to "Contractor" refer to HydroScience Engineers, Inc.

SECTION 3. PROJECT TASKS

3.1 Project Management

3.1.1 Meetings – Contractor will attend the following meetings at minimum:

3.1.1.1 Project Kickoff Meeting.

3.1.1.2 Model Calibration and Field Data Collection Approach Presentation. This meeting shall be conducted in person at a City of Santa Clara facility.

3.1.1.3 Basis of Design Report (BODR) Presentation.

3.1.1.4 Monthly progress meetings will be virtual) until completion of BODR.

3.2 Existing Model and Data Review

3.2.1 Contractor will review and make necessary corrections of the existing model and data for:

- Accuracy of facility and distribution attributes.
- Accuracy of demand allocation.

3.2.2 City will provide operational parameters and verify the pump on/off settings. Data provided will include all available SCADA data on City water distribution facilities in text (.txt), Excel (.xlsx) or comma delimited format (.csv).

3.3 Calibration Standards and Technical Memorandum

Contractor will:

3.3.1 Provide a Technical Memorandum with the proposed calibration standards for the steady state calibration. In addition, the technical memorandum shall include an overview of the proposed steady state calibration process.

3.3.2 Update and finalize the Technical Memorandum after the model calibration has been completed. The final Technical Memorandum shall include the calibration standards, calibration process, field data, and calibrations performed.

3.3.3 Provide draft and final versions of the Technical Memorandum for City review and comment. The report shall be submitted in MS Word and PDF format.

3.3.4 The hydraulic model was previously calibrated in 2019. See Attachment B for the 2019 Calibration Technical Memorandum.

3.4 Field Data Collection

3.4.1 Contractor will develop a testing plan to collect data for the purpose of model calibration. The testing plan shall be submitted to the City for review. Contractor will coordinate with the City to implement the testing plan over a two-day period. City staff will complete the hydrant tests in accordance with the testing plan and provide the Contractor with applicable facility data for the duration of the hydrant tests. Contractor will assume a minimum of two observation hydrants per hydrant test. Contractor will provide guidance on the exact location and number to data collection points. Below are the minimum requirements for field data collection.

3.4.2 Distribution System Data (Hydrant Flow and Pressure) - The hydrant testing plan shall be conducted at minimum of seven (7) locations in the distribution system Zone 1 and minimum five (5) locations in the distribution system zone 2 and 2A.

3.4.2.1 Tank Level Data – The validation of data shall be conducted at four (4) tank sites and seven storage (7) tanks. This includes data collection for booster stations associated with the tanks.

3.4.2.2 Well Flow and Pressure Data – The validation of data shall be conducted at minimum five (5) well locations in Zone 1, five (5) well locations in Zone 2, and one (1) well location Zone 2A.

3.4.2.3 Note that data loggers, flash drives, and other equipment needed to collect the data shall be supplied by the City. Contractor will define the time and duration of the data collection.

3.5 Model Calibration

3.5.1 Contractor will calibrate the Steady State Model per the calibration standards developed in the Calibration Standards and Plan Technical Memorandum. Since the City's historical Supervisory Control and Data Acquisition (SCADA) information is limited, City staff will engage with Contractor will define acceptable system operational metrics and data, which will then be utilized against the model data to determine if the model results are accurate. The data produced should be representative of the system operations. Contractor will run the hydraulic model to simulate system operations under Steady State Calibration (Contractor will create the necessary scenarios to accomplish the steady state calibration).

3.5.2 The minimum level of accuracy is defined in the table below:

Application	**Hydraulic Grade Line[1]**	**Flow Percent Error[2]**
Master Plan	±10 feet; for all test measurements	±10%
Design	±5 feet; for all test measurements	±5%
Operations	±5 feet; for all test measurements	±5%

1. *Based on AWWA M32 (2018)*
2. *Based on AWWA ECAC (1999)*

3.6 Design Extended Period Scenarios

3.6.1 Contractor will review the appropriate historical data and existing extended period scenarios below and provide recommendations and perform updates as directed by the City.

3.6.1.1 Average Day Demand Scenario.

3.6.1.2 Maximum Day Demand Scenario.

3.6.1.3 Peak Hour Demand Scenario.

3.7 Design Fire Flow Scenario

3.7.1 Utilizing the Maximum day design scenario, Contractor will develop the design fire flow scenario. Contractor will provide results of simulated fire flow exercise as per National Fire Protection Agency (NFPA) 291 requirements in the fire flow module and recommend improvements in the event of fire flow deficiencies. The results of the model must correspond to the fire flow testing requirements as defined under the NFPA 291 practices for testing and reporting.

3.8 Water Quality Analysis and Uni-Directional Flushing Program

3.8.1 Water Quality Analysis

Contractor will perform a water quality analysis to assess water age and water velocities in the system based on the Average Day Demand Extended Period Scenario. The analysis shall identify potential locations in the system where water age or velocities may not meet regulatory requirements or industry standards to develop a Uni-Directional Flushing Program.

3.8.2 Uni-Directional Flushing Program

3.8.2.1 Contractor will develop a comprehensive program based on the Water Quality Analysis and other areas of potential concern identified by the City that will serve as a sequential guide providing operations staff with the order in which flushing should occur, the valves and hydrants necessary to isolate a selection of pipeline, the targeted flow rates and period of flow, and targeted outcomes based on specific issues identified by the City (e.g. color, turbidity, chlorine residual).

3.8.2.2 The hydraulic model will be used to evaluate the target velocities, the necessary flows and time necessary for pipe turnover, and assure minimum pressures are maintained.

3.8.3 Contractor will provide a draft and final report for City review and comment in MS Word and PDF format. The report shall include the criteria used in the water quality analysis, recommended locations for uni-directional flushing and maps identifying the sequencing of valves to be isolated and hydrants to be flushed, target velocities and duration of flushing based on industry standards.

3.9 Water Master Plan Update

3.9.1 The City is currently preparing an update to the Water Master Plan that is scheduled for completion in 2025.

3.9.2 Contractor will update the hydraulic model based on the Water Master Plan including but not limited to the following:

3.9.2.1 System demand projections and scenarios.

3.9.2.2 Develop scenarios for recommended capital improvements.

3.9.3 Upon completion of the updates, Contractor will provide a report summarizing the updates.

3.10 Documentation and Reporting

3.10.1 Contractor will provide a Project Summary Report highlighting the process the project tasks listed in Section 3, ensuring that the model is fully calibrated and ready for use.

3.10.2 Contractor will submit draft and final versions of the Project Summary Reports for City review and comment. Submittals shall be in MS Word and PDF format with clickable table of contents links. Contractor will provide two (2) hard copies (color, bound and tabbed) of the final report(s).

3.10.3 Contractor will conduct meetings/presentations for the Calibration and Field Data Collection Approach and for the final Basis of Design Report. The Calibration and Field Data Collection Approach meeting shall be conducted in person at a City of Santa Clara facility.

3.11 Deliverables:

3.11.1 Hydraulic Model Basis of Design Report (BODR)

3.11.2 The BODR shall include project tasks as described in Section 3.

3.11.3 Water Quality Analysis and Uni-Directional Flushing Report

3.11.4 Water Master Plan Update Report

SECTION 4. AS-NEEDED SERVICES

4.1 Fire Flow Analysis

4.1.1 Contractor will run the hydraulic model as directed by the City using the Design Fire Flow Scenario developed in Section 3.7 to report static and residual pressures.

4.1.2 Contractor will return results no later than 10 working days from date of request.

4.1.3 The City will provide the necessary information to run the analysis including, but not limited to, fire flow demand location(s), fire flow requirements, and duration.

4.1.3.1 It is assumed that this rate accounts for running the analysis once and preparing a report with the static and residual pressures.

4.1.4 The City receives approximately 100 fire flow analysis requests annually.

4.1.5 An example of the forms with information provided to the Contractor is shown in Attachment A.

4.2 Development Impact Analysis

4.2.1 Contractor will run the model using a 24-hour extended period MDD scenario for static and fire flow conditions and provide a recommendation summary for new demand allocations for development projects at capital improvements to address deficiencies on an as needed basis.

4.2.1.1 The City shall provide the Contractor with new demand allocations for commercial or industrial development projects based on assumptions provided by the City. Contractor will update the assets attributes and the potential new demand allocation as directed by the City. The model will be used to validate if the system can support the new development with the minimum fire flow requirements as per City Fire Department.

4.2.1.2 The report shall include figures showing the applied demands and tables presenting static and residual pressures, velocities in adjacent water mains, and status and flow rates from groundwater wells over the 24-hour extended period run.

4.2.1.3 If the model shows fire flow deficiencies, Contractor will include in the report the recommended capital improvements to achieve the minimum fire flow standards.

4.2.2 Contractor will return results no later than 10 working days from date of request.

4.2.3 The City receives approximately 15 Development Impact Analysis requests annually.

4.2.4 An example of the information provided to the Contractor and example report from Contractor is shown in Attachment A.

4.3 Annual Model Updates

4.3.1 Contractor will provide on-going support services for hydraulic model updates on an annual basis or as directed by the City for the length of the agreement.

4.3.2 The current hydraulic model uses InfoWater version 12.5. Contractor will migrate the hydraulic model to InfoWater Pro during the first annual model update or as required.

4.3.3 The City will provide the Contractor GIS shapefiles with the updated water system infrastructure.

4.3.4 Contractor will provide support services to update the hydraulic model because of newly installed capital improvement project or changing field operations. The model is assumed to need updating on an annual basis corresponding demand allocations and supply upgrades. Model updates include, but are not limited to, the following:

- Piping improvements: It is anticipated that the volume of annual distribution system upgrades range from 10,000 to 15,000 feet of main added and/or replaced.
- Supply improvements.
- Abandonment of facilities.
- System demands and demand scenarios.

4.3.5 Contractor will provide a report documenting changes made to the model upon completion of each annual model update cycle.

SECTION 5. OPTIONAL TASKS

5.1 Special Projects

5.1.1 Contractor will provide on-going support services for special projects. Contractor will provide a recommendation summary after the special project simulation.

5.1.1.1 On an as-needed basis directed by the Project Manager, provide hydraulic modeling services for specialty projects. Specialty project may involve changing model conditions, running the model under different simulation options, receiving and interpreting results, providing capital improvement recommendations as needed, and supporting master plan development. Upon completion of the specialty project analysis, Contractor will provide a report documenting the finding and providing a recommendation.

5.2 Water Quality Analysis

5.2.1 Contractor will perform a water quality analysis such as water age, chemical residue, disinfection byproduct, monitoring, tracer studies, and the like will be completed as requested by the City. All analysis shall be accompanied by a recommendation summary.

5.3 GIS Water System Updates

5.3.1 Contractor will perform annual updates to the City's GIS water system database for updates to the water infrastructure such as: pipe replacements or upgrades, active well status, and addition or abandonment of water infrastructure or appurtenances. The City will provide the Contractor PDF utility maps with redlines showing the location and type of infrastructure update(s).

5.3.2 It is anticipated that the volume of annual distribution system upgrades range from 10,000 to 15,000 feet of main added and/or replaced.

5.3.3 The City utilizes Lucity for asset management which is integrated with the City's enterprise GIS water system. All updates to the GIS system will need to using Lucity tools in ArcGIS to preserve integration with Lucity.

5.3.4 The Contractor may perform the GIS updates locally on a City computer or through a VPN connection to a City computer. Contractor will be required to coordinate with the City's IT to obtain access credentials.

5.3.5 The City uses ArcGIS version 10.8.2 and Lucity version 20.1SP0. However, the Contractor can expect these applications will be upgraded to ArcGIS Pro and the latest Lucity version.

5.4 Staff Training

5.4.1 Contractor will provide staff training specific to the needs of the City to be held at the City of Santa Clara. Items must include but are not limited to:

5.4.1.1 Model updating for new capital improvement projects.

5.4.1.2 Model updating for demand allocation.

5.4.1.3 Running the model under different demand scenarios.

5.4.1.4 Running the model under steady state versus extended simulation.

5.4.1.5 Running additional extended modules such are fire flow and water quality modules.

5.4.1.6 Reviewing model reporting tools and displays.

5.4.1.7 Removal and addition of pressure zones.

5.4.1.8 And other items to be covered as determined to be necessary by the City and the Contractor.

5.4.2 Contractor will provide hardcopies of the training material. City to provide training facility, computer, and fully functional software needed for each participant.

SECTION 6. GENERAL

6.1 All tasks described in Section 3 of this Exhibit A, Scope of Services, will be completed within the initial 12 months of contract execution.

6.2 Schedules

6.2.1 Contractor will prepare Gantt chart schedules for Project Tasks listed in this Section 3. Schedule shall show major subtasks and estimated durations. Schedule shall be updated as necessary during monthly progress meetings.

EXHIBIT B
SCHEDULE OF FEES

Tasks	Unit of Measure	Estimated Quantity	Unit Cost	Total
Project Tasks				
Project Management	LS	1	$40,000	$40,000
Existing Model and Data Review	LS	1	$5,600	$5,600
Calibration Standards and TM	LS	1	$10,200	$10,200
Field Data Collection	LS	1	$13,800	$13,800
Model Calibration	LS	1	$49,000	$49,000
Design Extended Period Scenarios	LS	1	$14,500	$14,500
Design Fire Flow Scenario	LS	1	$8,000	$8,000
Water Quality Analysis and Uni-Directional Flushing Program	LS	1	$34,400	$34,400
Water Master Plan Update	LS	1	$17,000	$17,000
		PROJECT TASK TOTAL		**$192,500**
As Needed Services				
Fire Flow Services - SFR Fire Flow Services – Non SFR	EA EA		$640 $1,085	
Development Impact Analysis	EA		$1,200	
Annual Model Updates	EA		$15,000	
Optional Tasks				
Special Projects	Contractor will provide a cost estimate upon each task request			
Water Quality Analysis	Contractor will provide a cost estimate upon each task request			
GIS Water System Updates	EA		$12,000	
Staff Training	LS		$12,500	

Note: LS = lump sum.

The unit prices for "As Needed Services" above shall be fixed for the initial year (twelve months) of the agreement. After the first year, Contractor may request price increase(s) subject to approval by the City. Any price increase shall not exceed the annual percentage increase of the Consumer Price Index (CPI) for All Urban Consumers (1987 base year) for the San Francisco Bay Area Region. For purposes of calculating the percentage change, the annual index used will be closest to the month in which the increase is approved, compared with the index for the same month for the previous year. For example, if a price increase is approved in March, then the increase will be calculated based on the CPI index closest to the month of the increase, compared with the same month from the prior year.

All other pricing shall be fixed for the initial five year term of the agreement.

No guarantee is made or implied as to the actual quantities that will be required throughout the term of the Agreement.

1. City will pay invoices monthly, in arrears, after successful completion of each milestone as listed under Project Tasks in the table above.

2. As needed and optional tasks will be paid pursuant to the prices listed in Exhibit B above.

3. The invoice must include sufficient detail to enable the City to reconcile the charges with the Schedule of Fees in the Table above. City and Contractor will establish an invoice format prior to Contractor submitting their initial invoice.

4. Invoices shall be submitted using the City's project management software, "e-Builder." An e-Builder user account will be provided to the selected Contractor by the City.

Name:	Hydroscience Engineers, Inc.
Account Number:	S200002637
Address:	10569 Old Placerville Road, Sacramento, CA, USA, 95827
Status:	Compliant with minor/expiring deficiencies.

Insured

Business Unit(s) | DBA Name | Print Insured Info

Account Information

Account Number:	S200002637		
Risk Type:	Exhibit C6 - Professional Svc Contract(any amount)		
Do Not Call:		Address Updated:	

Address Information

Mailing Address		**Physical Address**	
Insured:	Hydroscience Engineers, Inc.	HydroScience Engineers, Inc.	
Address 1:	10569 Old Placerville Road	1922 The Alameda, Suite 212	
Address 2:			
City:	Sacramento	San Jose	
State:	CA	CA	
Zip:	95827	95126	
Country:	USA		

Contract Information

Contract Number:	possible two one-year renewals periods		
Contract Start Date:	07/22/2019	Contract End Date:	07/21/2022
Contract Effective Date:		Contract Expiration Date:	
Description of Services:	HYDRAULIC MODELING	Safety Form II:	No

Contact Information

Contact Name:	Mary Hoang	Misc:	possible two one-year renewals periods
Phone Number:	4083633884	Alt Phone Number:	
Fax Number:			
E-Mail Address:	ltam@Santaclaraca.gov		
Approval Date:			
Rush:	Yes		
Contract on File:	No		
Certificate Received:	No		
Indemnification Agreement:	No		
Tax Id			

25-1653 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to execute Amendment No. 2 to an Agreement with Claris Strategy Inc. to Provide Additional Electric Utility Security Consulting Services for Silicon Valley Power, for a Total Not-to-Exceed Compensation of $489,088

BACKGROUND

In 2014, California Senate Bill 699 was adopted in response to the 2013 Metcalf Substation attack. The bill directed the California Public Utilities Commission (CPUC) to establish regulations to enhance the physical security of electrical distribution systems.

In January 2019, the CPUC issued Decision 19-01-018 establishing physical security requirements for California investor-owned utilities in California. The decision also purported to extend its reach to publicly owned utilities (POUs) such as Silicon Valley Power (SVP). Although the CPUC Decision's application to POUs is an overextension of CPUC jurisdiction and regulatory power, SVP and other publicly owned utilities have good reason to voluntarily participate in the program in that it will assist SVP and other utilities to keep up with industry standards with regard to physical security.

Under this decision, electric utilities are required to develop a comprehensive physical security plan for its electric systems, have the plan reviewed by a third party, and submit the plan to the CPUC for review and acceptance by July 10, 2021. SVP completed and submitted its Utility Security Plan in 2021, and the plan was subsequently reviewed and accepted by the CPUC.

The CPUC also requires utilities to review and update their physical security plans every five years. Accordingly, SVP's next update is due to the CPUC by August 10, 2026.

To assist with its participation in the program, SVP initiated a competitive solicitation to retain a qualified consultant to perform a Threat and Vulnerability Assessment (TVA), prepare standard security designs for future substations, and update SVP's 2021 Utility Security Plan. The plan covers thirty-nine (39) SVP facilities, including the Donald Von Raesfeld, Gianera Generation Station, and multiple substations.

DISCUSSION

Consultant Selection and Initial Agreement

Pursuant to Section 2.105.140 of the City of Santa Clara Code (City Code), a formal Request for Proposals (RFP) was conducted, with the award recommendation based on "best value."

Staff published the RFP for Consulting Services for Electric Utility Security on the City's e-

procurement system. Six responsive proposals were received from the following firms:

- 4Liberty, Inc.
- AESI-US, Inc.
- CelPlan Wireless Global Solutions
- Salas O'Brien
- Claris Strategy Inc.
- TRC Solutions, Inc.

A five-member evaluation panel reviewed and scored the proposals based on the evaluation criteria and weights published in the RFP, including experience, technical capability, and cost. Following the evaluation, the panel determined that the proposal from Claris Strategy Inc. (Claris) provided the best value and fully met the requirements of the RFP.

In accordance with Section 2.105.300(a) of the City Code, the City Manager is authorized to execute purchase orders and agreements on behalf of the City in amounts up to and including two hundred fifty thousand dollars ($250,000.00). On July 28, 2025, the City Manager executed an agreement with Claris in the amount of $246,352 for a term of two years, beginning on August 1, 2025.

U.S. Department of Homeland Security, Cyber & Infrastructure Agency (CISA) Findings (Amendment No. 1)

On July 8, 2025, the City Council adopted Resolution No. 25-9463 to authorize the City Manager to amend existing agreements, as necessary, to add services that address urgent security risks and vulnerabilities identified by the U.S. Department of Homeland Security, Cyber & Infrastructure Agency. Under this authority, SVP engaged Claris to develop an Event Specific Security Plan (ESSP) for its critical facilities in preparation for upcoming international events in 2026. On October 28, 2025, the City Manager executed Amendment No. 1 with Claris in the amount of $128,887, increasing the total compensation to $375,239. This amendment did not require further City Council action because it was covered under the authority granted by Resolution No. 25-9463.

CPUC-Related Additional Scope (Proposed Amendment No. 2)

Following further review of the original scope of work for the TVA and updated Utility Security Plan, SVP staff determined that five additional sites should be incorporated into agreement:

- Cogen Power Plant #1
- Space Park Interconnection Station
- Office and Storage Facilities at 881 Martin Avenue
- Municipal Services Yard at 1705 Martin
- 60 kV Storage Yard

Because most of these sites are not directly related to the CISA findings, the work does not fall under the emergency authority of Resolution No. 25-9463. The cost for these additional services is $33,849, bringing the total for the original CPUC-related scope to $280,201.

As this total now exceeds the City Manager's approval limit of $250,000 under Section 2.105.300(a) of the City Code, City Council approval is required. With Amendments No. 1 and No. 2 (including both CPUC- and CISA-related scope), the total contract amount is $409,088, plus a 20% contingency of $80,000, for a total not-to-exceed compensation of $489,088. Compensation under the agreement is based on fixed fees tied to the specific deliverables outlined in the scope of work.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulation in that it can be seen with certainty that there is no possibility that the proposed actions may have a significant effect on the environment as they sole involve the preparation of an updated Utility Security Plan. Any capital improvements which the plan may recommend will require additional environmental analysis.

FISCAL IMPACT

The maximum compensation under the proposed Agreement with Claris is $489,088. Sufficient funds are available in the Substation Physical Security Improvement project budget in the Electric Utility Capital Fund.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager or designee to execute Amendment No. 2 to the Agreement with Claris Strategy Inc. for the Threat and Vulnerability Assessment and updated Utility Security Plan, with a maximum compensation of $409,088, to be funded by the Electric Utility Capital Fund, subject to final review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions necessary to implement and administer the agreement with Claris Strategy Inc., and negotiate and execute future amendment (s) to (a) add or delete services associated with the services, (b) extend the term as needed to complete the project, (c) increase the maximum compensation by approximately 20% for contingencies for a revised not-to-exceed amount of $489,088, and (d) make de minimis changes, subject to the final review and approval as to form by the City Attorney.

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Agreement for Services with Claris Strategy Inc.
2. Amendment No. 1 to the Agreement for Services with Claris Strategy Inc.

3. Resolution No. 25-9463
4. Proposed Amendment No. 2 to the Agreement for Services with Claris Strategy Inc.

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AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CLARIS STRATEGY INC.

PREAMBLE

This Agreement is made and entered into on the date last signed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Claris Strategy a California corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Consultant represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services and goods of the quality and type which meet objectives and requirements of City; and,

C. The Parties agree that Consultant will perform the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall begin on August 1, 2025, and terminate on July 31, 2027 ("Initial Term").

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for one (1) additional year through July 31, 2028 ("Option Periods") in such increments as determined by City. The Option Periods shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Periods shall collectively be referred to as "Term".

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Consultant expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions applicable to this Agreement. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

A. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services, including its duties and obligations, expressed and implied, contained herein. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. City expressly relies upon Consultant's representations regarding its skills and knowledge.

B. Consultant warrants that all employees and subcontractor, if any, shall have sufficient skill and experience to perform the Services assigned to them.

C. Consultant shall comply with all applicable federal, state and local laws in the performance of the Services; including but not limited to those of the Occupational Safety and Health Administration (OSHA) and the California Department of Industrial Relations and State Division of Industrial Safety and the professional standard of care. Where any applicable laws or ordinances conflict with the City's requirements, the more stringent requirement(s) shall be followed. Consultant's failure to be thoroughly familiarized with the provisions of any applicable federal, state, and local regulations, ordinances and codes shall not relieve Consultant from compliance with the obligations and penalties resulting therefrom.

D. Consultant represents and warrants to the City that it has, shall obtain, and shall keep in full force in effect during the Term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession and to perform Services.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all Services rendered and material provided by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is **TWO HUNDRED FORTY-SIX THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS ($246,352),** subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.

B. Termination for Default. For purposes of this Section 7.B., the word "Default" shall mean the failure of Consultant to perform any of Consultant's duties or obligations or the breach by Consultant of any of the terms and conditions set forth in this Agreement. In addition, Consultant shall be deemed to be in Default upon Consultant (i) applying for, consenting to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a

substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Consultant's assets or of Consultant's interests hereunder. In the event of any Default by Consultant, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

D. In the event of termination under sections 7.A. or 7.B., Consultant shall have no further rights hereunder

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subcontractors without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

A. "Confidential Information" means, with respect to a Party hereto, all information or material which either (1) is marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Consultant pricing, and Consultant proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Consultant of a Party or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City's individually identifiable customer information, and the City's customer usage data and financial data.

B. Consultant and the City shall each hold the other's Confidential Information in confidence. Neither Party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information ("Disclosing Party") to the other Party ("Receiving Party") shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Consultant's proposals.

C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.

D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.

E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the

Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.

G. Within two (2) weeks of the termination of this Agreement, Consultant will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Consultant may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such Confidential Information and Consultant's confidential obligations with respect to such information shall continue so long as such information is retained. Consultant shall certify in writing the destruction of the Confidential

Information. The City may perform an audit of Consultant's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

H. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

A. City shall furnish to Consultant such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

B. All documents and materials furnished by City to Consultant, pursuant to Section 12.A., shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall be considered works made for hire and shall become the exclusive property of the City, and City shall have the sole right to use such documents and materials without restriction or limitation on their use in City's discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's sole cost and expense, provide such documents and material to City upon written request.

C. Documents and material prepared by Consultant, pursuant to this Agreement, are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant, is waived against Consultant and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such change.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement ("Audit Period"), to audit the books and records of Consultant for the purpose of verifying any and all Consultant invoices and charges.

B. Consultant shall keep records and invoices in connection with the Services for the length of the Audit Period. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City.

C. Consultant shall use recognized accounting methods in preparing reports and invoices submitted to the City in connection with the Services. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Consultant's accounting procedures and internal controls of Consultant's financial systems and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. If Consultant fails to provide supporting documentation satisfactory to City for costs charged, then Consultant agrees to reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Consultant agrees to fully cooperate with any such audit(s).

D. Consultant will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Consultant's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Consultant. If Consultant fails to make such payment, Consultant agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Consultant reimburses City for any exception(s). If an audit inspection or examination in accordance with this Section discloses overcharges (of any nature) by Consultant to City in excess of one percent (1%) of the value of that portion of the Agreement that was audited, the actual cost of City's audit shall be reimbursed to City by Consultant.

E. Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to the Services.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and

whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subconsultants, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and manager@santaclaraca.gov

And to Consultant addressed as follows:

Claris Strategy Inc.
Attn: William Lim
1111 Drake Road
Arcadia, CA 91007
and by e-mail at wlim@clarisstrategy.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

SIGNATURES ON NEXT PAGE

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: July 28, 2025

Shawdy Rizzedo for

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

CLARIS STRATEGY
*choose one: a California corporation

Dated: July 10, 2025

By (Signature):

Name: William Lim

Title: CEO/President

Principal Place of Business Address: 1111 Drake Rd. Arcadia, CA 91007

Email Address: wlim@clarisstrategy.com

Telephone: (626-437-4365

"CONSULTANT"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

1.1 Consultant shall provide comprehensive professional services to prepare the following for the City's Electric Utility Department, Silicon Valley Power (SVP):

1.1.1 A threat and vulnerability assessment (TVA) report for a total of thirty-nine (39) unique sites, including:

1.1.1.1 Thirty-five (35) City substations

1.1.1.2 One (1) switching station

1.1.1.3 Donald Von Raesfeld Power Plant (DVR)

1.1.1.4 Gianera Generating Station (Gianera)

1.1.1.5 Natural Gas Pipeline & Natural Gas Compressor Station

1.1.2 Standard plans, details, and specifications for physical and operational security of future substations yet to be constructed.

1.1.3 Update to 2021 Utility Security Plan

1.2 The terms "City" and "SVP," are used interchangeably.

SECTION 2. SPECIFIC WORK REQUIREMENTS

2.1 **Threat and Vulnerability Assessment Report.** Consultant will prepare a report that will (a) identify critical assets at each facility, (b) identify mitigation, protection, prevention, and resiliency efforts to address security and reduce the potential of long-term outage, and (c) provide a prioritization of the overall needs for City's consideration. Consultant shall provide recommendations of required and desirable improvements at each facility with cost estimates. Consultant shall comprehensively identify optimal physical and operational security for each facility and may focus on the following areas for each facility:

2.1.1 Parking/Delivery/Standoff

2.1.2 Security Force Profile

2.1.3 Barriers

2.1.4 Electronic security systems

2.1.5 Dependencies (Electric Power)

2.1.6 Dependencies (Information Technology)

2.2 **Standard Plans, Details, and Specifications for Physical and Operational Security of Future Substations.** Consultant shall provide recommendations, standard plans, details, and specifications for optimal physical and operational security for future substations yet to be constructed, to improve public safety and deter sabotage, theft, and vandalism that includes, but is not limited to, the following:

2.2.1 Access control system that consists of access control panel, auxiliary power supply, card readers at all doors, magnetic door contacts, and wire and other related accessories.

2.2.2 Perimeter fence/wall, equipment and communication line protection, gate security and access control, intrusion alarm, video cameras, and biometric identification systems.

2.2.3 Consultant shall evaluate the City's current access control system software for two separate systems: SVP's main system and SVP's isolated system, both subject to federal regulatory compliance requirements, including the North American Electric Reliability Corporation (NERC). If Consultant recommends new software, Consultant shall provide a comprehensive report containing a cost-benefit, resource analysis, and impact analyses, along with an estimated timeline and other considerations identified by Consultant. If the City chooses to replace the systems, the City may request Additional Services (as defined in Section 7) pursuant to Section 7 from Consultant, such as but not limited to:

2.2.3.1 Assisting the City in facilitating the Request for Proposals (RFP) including the development of solicitation documents, assistance with responding to vendor questions, and participation in the evaluation process and contract negotiations.

2.2.3.2 Providing services to maintain current system functionality.

2.3 2021 Utility Security Plan Update

2.3.1 Consultant shall provide:

2.3.1.1 A detailed narrative explaining how SVP can take steps to implement a preventative maintenance plan for security equipment to ensure that mitigation measures are functional and performing adequately.

2.3.1.2 A description of distribution and/or security control center roles and actions related to distribution system physical security.

2.3.2 Consultant shall identify and recommend firms, utilities, or municipalities capable of conducting an independent review of the updated Utility Security Plan delivered by Consultant to City.

2.3.3 Consultant shall provide recommendations that support and integrate with SVP's resiliency plans and activities.

2.3.4 Consultant shall review and update the 2021 Utility Security Plan to include up to six (6) of the thirty-nine (39) sites identified in Section 1.1. Consultant shall submit an updated plan that complies with the requirements of the California Public Utilities Commission (CPUC) Decision 19-01-018. The report shall include, but not be limited to, the following:

2.3.4.1 Overview

2.3.4.2 Background

2.3.4.3 Plan Development Process

2.3.4.4 Identification of Covered Distribution Facilities

2.3.4.5 Risk Assessment per Site

2.3.4.6 Covered Distribution Facility Mitigation Plans per Site

2.3.4.7 Independent Evaluation and Response

2.3.4.8 Validation

2.3.4.9 Narrative Descriptions for Utility Security Plan

2.4 Project Management/Communication

2.4.1 Consultant shall communicate and coordinate with the City's designated project manager and project team.

2.4.2 Consultant shall conduct meetings with the City, third-party contractors or consultants, vendors, and other design consultants as necessary. These meetings may be conducted in person or virtually.

2.4.3 Through the project manager designated by City, Consultant shall coordinate with SVP Divisions including Planning, Fiber, Protection, Substation, Systems Support, Operations, Engineering Records Retention,

Electrical Control Center, and management. Such coordination shall be incorporated into the fixed price defined in Exhibit B.

2.4.4 Consultant will be provided access to and is expected to use the City's project management tool, e-Builder, further described in Section 6 for managing schedules, action items, and invoicing. All other files, such as reports, plans, and deliverables, must be submitted to a City-controlled Secure File Transfer Protocol (SFTP) site separate from e-builder.

2.4.5 Consultant is responsible for providing all staff and materials to complete the project.

2.4.6 Consultant shall perform the required services at their own offices.

2.4.7 Consultant is required to conduct site or field visits to support their work.

2.4.8 Consultant must ensure the information security of all City-owned data in its possession, including any data or materials generated by the Consultant and its affiliates, subcontractors, and service providers in connection with the work for the City. This includes implementing specific methods for storage, handling, and transmittal of the data or materials. Consultant shall be compliant with System and Organization Control (SOC or SOC2) and work within a Federal Risk and Authorization Management Program (FedRAMP) security framework.

SECTION 3. PROJECT WORK PLAN

3.1 Task 1 – Project Start Up

3.1.1 **Request for Background Materials**. Consultant shall submit a data request(s) to City for information needed to perform services. All data shall be exchanged through SFTP site provided by City. The requested information may include, but not be limited to:

3.1.1.1 City and/or SVP goals and policies.

3.1.1.2 Regulatory requirements.

3.1.1.3 Previous threat and vulnerability assessments.

3.1.1.4 Previous physical security assessments.

3.1.1.5 Security plans including 2021 Utility Security Plan.

3.1.1.6 Emergency response plans.

3.1.1.7 Security system information, such as:

3.1.1.7.1 As-built floor plans with layout of rooms, cable paths, architectural features, and security devices.

3.1.1.7.2 System block diagrams illustrating the overall architecture and components of the electronic security systems and interconnections between different devices.

3.1.1.7.3 Wiring diagrams depicting the electrical connections between different components of the security system.

3.1.1.7.4 Elevation Drawings with a vertical view of specific areas, such as the exterior walls where security devices are placed.

3.1.1.7.5 Integration Design Documents: a comprehensive and detailed blueprint for the integration of disparate systems, applications, or components within a larger software or IT infrastructure. This document outlines the architecture, data flow, interfaces, protocols, and communication mechanisms.

3.1.1.8 City Policies regarding:

3.1.1.8.1 How video can be used in the city.

3.1.1.8.2 Exporting and sharing recorded video.

3.1.1.8.3 Configuration of video cameras (resolution, framerate, codec, compression, etc.).

3.1.1.8.4 Design standards or design criteria for security systems.

3.1.1.8.5 User accounts and access rights for various security systems.

3.1.1.9 Standard Operating Procedures.

3.1.1.9.1 Response to access control alarms (e.g. door held open, door forced open) to include alarmed gates and roll-up doors.

3.1.1.9.2 Response to duress alarm.

3.1.1.9.3 Procedures for exporting and sharing recorded video.

3.1 1.9.4 Procedures for viewing live video.

3.1.1.10 After-Action Reports and Improvement Plans.

3.1.1.11 Site maps and facility plans of facilities to be assessed.

3.1.1.12 Customer and staff data regarding safety and security issues.

3.1.1.13 Specific safety and security standard operating procedures (SOPs).

3.1.1.14 Organization charts.

3.1.1.15 Previous related studies and reports.

3.1.2 Project Kick-Off Meeting

Consultant shall schedule a kick-off meeting with SVP personnel. The kick-off meeting shall be virtual, unless SVP requests the meeting to be onsite to coincide with the scheduled site visits. The meeting agenda shall include:

3.1.2.1 Review of project goals and assumptions.

3.1.2.2 Review project scope and work plan.

3.1.2.3 Establishment of a schedule for delivering (a) the Threat and Vulnerability Assessment Report; (b) the Standard Plans, Details, and Specifications for Physical and Operational Security of Future Substations; and (c) the Utility Security Plan.

3.1.2.4 Identification of City staff and Consultant's team members roles and responsibilities.

3.1.2.5 Confirmation the facilities to be assessed.

3.1.2.6 Data collection methods to be used.

3.1.2.7 Discussion of preliminary set of assessment criteria.

3.1.2.8 Discussion of risk methodology use for risk assessment.

3.1.2.9 Establishment of communication channels.

3.1.2.10 Confirmation of key project dates and deliverables.

3.1.2.11 Discussion and confirmation of dates for site walk.

3.1.2.12 Development of initial list of stakeholders.

3.1.2.13 Project team discussion.

3.2 Task 2 – Data Collection

3.2.1 Site and Facilities to Assess

3.2.1.1 Consultant to conduct site visits to assess thirty-nine (39) SVP sites including:

3.2.1.1.1 Thirty-five (35) City substations.

3.2.1.1.2 Switching Station.

3.2.1.1.3 Donald Von Raesfeld Power Plant.

3.2.1.1.4 Gianera Generating Station.

3.2.1.1.5 Natural Gas Pipeline and Natural Gas Compressor Station.

3.2.2 Site and Facility Walks

3.2.2.1 Consultant shall use the site and facility walks to evaluate potential threats, to document the security measures in place, to assess any vulnerabilities, to identify any opportunities for improvement, and gather any other data required for Consultant to perform Services.

3.2.2.2 Consultant will be accompanied at all times by SVP staff and may only photograph with consent from SVP staff.

3.2.2.3 Consultant shall document the site and facilities through photographs and notes, focusing on an assessment criteria checklist previously developed and agreed upon by Parties. These will include

3.2.2.3.1 Site and facilities physical security including use of entrances and exits for vehicles and persons, lighting, fences, walls, gates, guard rails, bollards, secured doors and locking systems, screening centers and equipment and guard posts.

3.2.2.3.2 Intrusion and egress vulnerabilities to the threats such as terrorist attack, active shooter, and criminal behavior.

3.2.2.3.3 Video surveillance systems (CCTV).

3.2.2.3.4 Access control systems.

3.2.2.3.5 Intrusion detection systems.

3.2.2.3.6 Communication systems dependencies.

3.2.2.3.7 Electric power dependencies.

3.2.2.3.8 Information technology systems dependencies.

3.2.2.4 During the facility walks, Consultant shall evaluate the following with respect to the security systems at the facilities:

3.2.2.4.1 Coverage: Evaluate the system's coverage and ensure that all critical areas, such as entry and exit points, perimeters of buildings, areas critical to operations, and public spaces are adequately covered by cameras.

3.2.2.4.2 Quality: The quality of the video footage is essential for identifying people and events accurately. Every camera should have a specific objective and purpose (detection, observation, recognition, identification). Some cameras will be used for general observation of a space while other cameras should provide high- resolution video that can capture details such as faces, license plates, and other identifying features.

3.2.2.4.3 Storage: The system should have sufficient storage capacity to retain video footage for an extended period. Depending on the City's requirements, the storage capacity should be able to retain video footage for a specified amount of time.

3.2.2.4.4 Integration: The video surveillance system could be integrated with other security systems, such as access control and alarm systems. Integration ensures that the video footage can be used in conjunction with other security measures to enhance

the overall security of the city. Integrations will be evaluated and considered in the process.

3.2.2.4.5 Maintenance: The system should be easy to maintain, and regular maintenance should be performed to ensure optimal performance. Maintenance and support options will be considered with any recommendations.

3.2.3 Key Stakeholder Interviews

3.2.3.1 Consultant will conduct interviews (up to eight interviews) with key City staff. Each interview will be approximately sixty minutes in length. Interviews may be held virtually or, if possible, be held on site during the site walks. The interviews will:

3.2.3.1.1 Identify the key stakeholders responsible for security at the sites to be assessed.

3.2.3.1.2 Include meetings with key stakeholders, including Planning, Fiber, Protection, Substation, Systems Support, Operations, Engineering Records Retention, Electrical Control Center, and management to discuss any security concerns, past incidents, challenges, lessons learned and opportunities.

3.2.3.1.3 Develop an understanding of the processes and procedures in place to monitor, patrol, report, notify and respond to security incidents.

3.2.3.1.4 Meetings with law enforcement and security staff to discuss security issues such as criminal activity, incident reports, and community and social concerns which could impact the potential threats and vulnerabilities surrounding the sites.

3.2.4 Document Review

Consultant shall review the background material received in detail to develop an understanding of the current state of the safety and security of the facilities.

3.2.5 Research

3.2.5.1 Threat Analysis Based on Local and National Research. Consultant shall perform research on the following threat areas:

3.2.5.1.1 Terrorist threat. Consultant shall regularly update the threat profile for various types of terrorist threats to critical infrastructure utilizing our sources and contacts at applicable security organizations such as the Federal Bureau of Investigation (FBI), Department of U. S. Department of Homeland Security (DHS), Joint Terrorist Task Force (JTTF), Infragard, Federal Emergency Management Agency (FEMA), local law enforcement and American Society for Industrial Safety (ASIS) to identify the current best practices to harden high target facilities.

3.2.5.1.2 Criminal Statistics. Consultant shall provide three (3) years of crime statistics for each facility location. Analysis will include current, real-time, and historical data by utilization of the Federal Bureau of Investigation Uniform Crime Report (UCR) systems as well as Automated Regional Justice Information Systems (ARJIS) to target Part 1 violent crimes, Part 1 property crimes, and Part 2 offenses.

3.3 Task 3 Findings Summary and Risk Analysis

Consultant shall perform the following actions in Task 3:

3.3.1 **Findings.** Consultant shall produce and discuss an initial set of findings that will include:

3.3.1.1 A summary of the information collected, using a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis for each facility.

3.3.1.2 Identification of locations necessitating the construction, or addition of physical deterrents.

3.3.1.3 Risk analysis with prioritization of areas requiring mitigation.

3.3.1.4 Identification of rough order of magnitude costs.

3.3.2 **Findings Meeting.** Consultant shall host a virtual meeting with City's project staff to review Consultant's findings. This meeting shall include a review of the SWOT analysis, and City will provide direction to Consultant identifying which mitigation strategies to focus on for the final report.

3.3.3 **Risk Assessment**. Consultant shall use the information collected to develop a risk assessment based on the assets to be protected, relevant

threats and vulnerabilities identified. Consultant shall use the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) methodology for the risk assessment:

Risk (R) = Threat (T) x Vulnerability (V) x Consequence (C)

3.3.3.1 **Threat Assessment.** Based on the research, Consultant will identify the relevant threats to each facility. Consultant will rate relevant threats for a facility on a scale of 1 (Very Low) to 10 (Very High). At a minimum, Consultant will consider the following threats and hazards:

3.3.3.1.1 Terrorist attack: Vehicle borne bomb, person borne bomb, vehicle ramming, drone attach, active shooter, firearms to grid components, generation lines, fuel tanks, sabotage, chemical, biological, radiological, and nuclear and explosives (CBRNE) attack.

3.3.3.1.2 Criminal activity: Active shooter, firearms to grid components, generation lines, fuel tanks, trespassing, assault, theft or diversion, robbery, rape, arson, vandalism, and insider threat.

3.3.3.2 **Vulnerability Assessment**. In the vulnerability assessment, Consultant will include an in-depth analysis of the facilities' functions, systems, and site characteristics to identify building weaknesses and identifying mitigations or corrective actions that can be designed and/or implemented to reduce the vulnerabilities. Consultant will rate each relevant vulnerability on the scale of 1 (Very Low) to 10 (Very High).

At a minimum, Consultant will consider, the following components in the vulnerability assessment for each facility:

3.3.3.2.1 Fencing/gates.

3.3.3.2.2 Security lighting.

3.3.3.2.3 Security signage.

3.3.3.2.4 Vehicle bollards.

3.3.3.2.5 Door and gate locks.

3.3.3.2.6 Blast resistance/standoff distances.

3.3.3.2.7 Panic buttons.

3.3.3.2.8 Security systems: video surveillance, access control, intrusion detection, system monitoring.

3.3.3.2.9 Security/emergency communications

3.3.3.2.10 Electric power and information technology dependencies

3.3.3.3 **Consequences.** Consultant shall use the DHS/FEMA threat and vulnerability assessment methodology to quantify the potential losses. For each facility, Consultant will rate each consequence on a scale of 1 (Very Low) to 10 (Very High) in the following four categories.

3.3.3.3.1 Human Impact. Effects on human life and physical wellbeing (e.g. fatalities, injuries).

3.3.3.3.2 Economic Impact. Direct and indirect effects on the economy with respect to the buildings and its functions.

3.3.3.3.3 Public Confidence. Effect on the public confidence in the organization to deliver service. This shall encompass those changes in perception emerging from a significant incident that affect the public's sense of safety and wellbeing.

3.3.3.3.4 Business Functionality. Effect on the business's ability to continue operations to delivery serve.

3.3.3.4 Risk Analysis

Using the confirmed threat, asset and vulnerability assessments, Consultant shall quantify the level of risk for each facility against each primary threat using the risk equation below. Consultant will tabulate an overall risk rating for each facility. The risks will be ranked high, medium and low.

	Low Risk	Medium Risk	High Risk
Risk Factors Total	1-60	61-175	>175

3.3.4 Recommendations

From the risk analysis, Consultant will develop a set of recommendations, prioritized by risk, for mitigating the vulnerabilities and enhancing the physical security measures and security systems.

3.3.5 Risk Assessment Workshop

Contactor shall schedule and conduct a virtual workshop with City's project team and key stakeholders to review and discuss the risk assessment and initial recommendations.

3.3.6 Task 4 Cost Analysis

Consultant will review the prioritized recommendations and develop a rough order of magnitude (ROM) cost estimate, divided into short and long-term costs. Consultant will use historic data, current market pricing and in some cases direct vendor estimates to prepare the cost estimates for the physical deterrents and security system improvements. Consultant will break down the cost estimate for each facility.

3.4 TASK 4 FINAL REPORT

Consultant's final report will include a threat and vulnerability assessment report; standard plans, details, and specifications for physical and operational security of substations yet to be completed; and an updated Utility Security Plan.

3.4.1 Threat and Vulnerability Assessment Draft Report

Consultant shall develop a draft report for SVP review. The draft report will include content developed during the previous tasks with the final content, recommendations, and appendices finalized in the draft report. The preliminary table of contents for the draft report will include:

3.4.1.1 An executive summary

3.4.1.2 An introduction with project scope, methodology and assumptions.

3.4.1.3 A findings summary with SWOT analysis.

3.4.1.4 A threat analysis.

3.4.1.5 A vulnerability assessment

3.4.1.6 A consequence analysis

3.4.1.7 A risk assessment summary

3.4.1.8 An evaluation matrix ranking risk based on threat vulnerability and consequence.

3.4.1.9 A prioritized set of recommendations with a focus on the security systems.

3.4.1.10 Rough-Order-of-Magnitude costs for the recommendations.

3.4.1.11 A summary report of each identified facility which may include:

3.4.1.11.1 A description of the facility and its key functions

3.4.1.11.2 A threat analysis

3.4.1.11.3 A vulnerability assessment of each site

3.4.1.11.4 A consequence analysis

3.4.1.11.5 A risk assessment matrix

3.4.1.11.6 Site-specific recommendations for mitigation

3.4.1.12 A set of appendices that includes a glossary and detailed crime statistics.

3.4.2 Consultant shall present the key elements of the Draft Threat and Vulnerability Assessment Report to SVP (and other stakeholders) at a virtual meeting.

3.4.3 After SVP review of the draft report, Consultant shall incorporate any changes recommended by SVP into the final report. Consultant will submit the Threat and Vulnerability Assessment Final Report to City staff for approval.

3.4.4 Standard Plans, Details and Specifications for Physical Security and Operational Security of Future Substations.

3.4.4.1 Upon completion of the Threat and Vulnerability Assessment Final Report, Consultant shall develop a base plan for a substation; design physical security components including perimeter fence/wall, equipment and communication line protection, gate security and access control, intrusion alarm, video cameras, and biometric identification systems. Consultant shall produce details and develop specifications for City's use.

3.4.4.2 Consultant shall include an evaluation of the City's current access control software for the two separate systems in its evaluation.

Consultant will make recommendations for new software if Consultant determines new software is warranted.

3.4.4.3 If Consultant determines new access control software is recommended, Consultant shall provide a comprehensive report supporting such recommendation. The comprehensive report will contain a cost benefit analysis, a resource analysis, and an impact analysis, along with an estimated timeline and other considerations.

3.4.5 Utility Security Plan Update

After completion of the Threat and Vulnerability Assessment Final Report, Consultant shall prepare an update to SVP's 2021 Utility Security Plan. This update shall, at minimum, include:

3.4.5.1 A detailed narrative explaining how SVP can take steps to implement a preventative maintenance plan for security equipment to ensure that mitigation measures are functional and performing adequately.

3.4.5.2 A description of Distribution and/or Security Control Center roles and actions related to distribution system physical security.

3.4.5.3 Recommendations that support and integrate with SVP's resiliency plans and activities.

3.4.5.4 Analysis of up to six (6) sites of the thirty-nine (39) sites identified in Section 1.1.

3.4.5.5 Sections for each of the following:

3.4.5.5.1 Overview

3.4.5.5.2 Background

3.4.5.5.3 Plan Development Process

3.4.5.5.4 Identification of Covered Distribution Facilities

3.4.5.5.5 Risk Assessment of Each Site

3.4.5.5.6 Covered Distribution Facility Mitigation Plans per Site

3.4.5.5.7 Independent Evaluation and Response

3.4.5.5.8 Validation

3.4.5.5.9 Narrative Descriptions for Utility Security Plan

SECTION 4. PROJECT SCHEDULE AND DELIVERABLES

4.1 Task 1. Project Start-Up

4.1.1 **Request for Background Material.** Consultant shall submit request for background material to City within the first two weeks after project start.

4.1.2 **Project Kick-Off Meeting.** Consultant shall schedule the project kick-off meeting no later than 2 weeks after submittal of request for background material.

4.2 Task 2. Data Collection and Evaluation

4.2.1 Within sixty (60) calendar days of project start, Consultant shall complete the following:

4.2.1.1 Site visits and facility walks

4.2.1.2 Key stakeholder interviews

4.2.1.3 Document review

4.2.1.4 Local and national research for threat analysis

4.3 Task 3. Findings Summary and Risk Analysis

4.3.1 **Findings Summary and Findings Meeting with City**. Within thirty (30) calendar days of completion of Task 2, Consultant shall produce a summary of findings and present the findings to the City for discussion.

4.3.2 **Risk Analysis.** Within thirty (30) calendar days of the findings meeting, Consultant shall:

4.3.2.1 Conduct the threat and vulnerability assessments

4.3.2.2 Prepare the initial risk analysis

4.3.2.3 Prepare initial recommendations based on the risk analysis

4.3.3 **Risk Assessment Workshop.** Within forty-five (45) calendar days after the findings meeting, Consultant shall conduct a risk assessment workshop with City.

4.3.4 **Cost Analysis.** Within fifteen (15) calendar days of the risk assessment workshop, Consultant shall complete the cost analysis.

4.4 Task 4. Final Reports.

4.4.1 **Threat and Vulnerability Assessment Report**.

4.4.1.1 Within forty-five (45) calendar days of the risk assessment workshop, Consultant shall complete the draft report and meet with City to discuss the draft report.

4.4.1.2 City shall review the draft report and provide comments to Consultant within fifteen (15) calendar days of the meeting.

4.4.1.3 Within fifteen (15) calendar days of receiving the City's comments on the draft report, Consultant shall submit the final report to the City.

4.4.2 **Substation Plans, Details, and Specifications.** Within sixty (60) calendar days after submittal of the final Threat and Vulnerability Assessment Report, Consultant shall provide City with the substation plans, details and specifications.

4.4.3 **2021 Utility Security Plan Update.**

4.4.3.1 Within forty-five (45) calendar days after the Consultant submits the Threat and Vulnerability Assessment Final Report to City, Consultant shall submit the draft Utility Security Plan Update to City for review.

4.4.3.2 City shall review draft Utility Security Plan Update and provide comments to Consultant within fifteen (15) calendar days.

4.4.3.3 Within seven (7) calendar days of receiving City's comments, Consultant shall submit to City the final Utility Security Plan Update.

4.5 Submission of Final Reports. Consultant will deliver three (3) hard copies of the final Threat and Vulnerability Assessment Report, Substation Plans, Details and Specifications, and the updated Utility Security Plan to the City and upload the digital format (pdf) of each report to the City's SFTP site.

SECTION 5. SPECIAL REQUIREMENTS

In accordance with SVP's CIP-013 Supply Chain Risk Management Program, the Consultant is required to complete a Vendor Risk Assessment and Attestation. In

delivering the services under this agreement, Consultant must adhere to SVP's Security Incident Response Plan outlined below

5.1 Definitions

5.1.1 Security Incident: A Security Incident is defined as (a) any breach event or known vulnerability or potential security flaw in the product delivered by Consultant to City and (b) any event perpetrated, or attempted, by Consultant, employee of Consultant, affiliate, subcontractor, or service provider working on behalf of Consultant providing services to City, including, but not limited to, unauthorized disclosure of non-public information, unauthorized remote or local use of data or materials, unauthorized access or change to any City system, product crashing due to third-party interference, embedded malware, or opening of unauthorized/undisclosed communication channels.

5.1.2 Banned Vendors or Products: Banned vendors or products are deemed to pose a threat to the U.S. bulk power system (BPS) or bulk electric system (BES) and are identified in U.S. executive orders or by federal government agencies including, but not limited to, the Department of Defense, Department of Energy, the Department of Homeland Security, the Federal Energy Regulatory Commission, or the North American Electric Reliability Corporation.

5.2 Notification of Security Incident

5.2.1 Consultant shall notify City immediately by email to designated SVP representative whenever a Security Incident occurs.

5.2.2 Anytime Consultant becomes aware of a Security Incident, Consultant must provide notice by email to the City contact identified in the Agreement and the SVP Project Manager, in the most expedient time possible and without unreasonable delay, but no more than five (5) business days after discovery. The notice shall include the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a detailed summary of the facts and circumstances of the Security Incident, including a description of (a) how the Security Incident occurred (e.g., a precise description of the reason for the system failure (root cause analysis) to the extent known – interim reports are allowable), (b) the nature, type, and scope of the Security Incident including which products or system(s) that may be impacted, (c) the scope of City information known or reasonably believed to have been disclosed, and (d) the measures taken or planned to address and remedy the occurrence to prevent the same or a similar event from occurring in the future.

5.2.3 Consultant shall provide written updates of the notice to City addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those

new facts and circumstances. Consultant shall cooperate with City in City's efforts to determine the risk, if any, to the BES posed by the Security Incident, including providing additional information regarding the Security Incident upon request from City.

5.2.4 Consultant shall ensure a confirmation of receipt is received by the City for all initial and follow-up communication regarding the Security Incident.

5.3 Coordination of Responses Related to Security Incident

5.3.1 Development and Implementation of a Security Incident Response Plan.

5.3.1.1 To the extent practicable, Consultant shall share any documentation (policies, plan, and procedures), and any updates to such documentation, to address Security Incidents ("Response Plan") in place to mitigate the harmful effects of Security Incidents and addressing and remedying the occurrence to prevent the recurrence of Security Incidents in the future.

5.3.1.2 Consultant shall provide City access to inspect its Response Plan. The Response Plan should align with the best practices consistent with the contingency planning requirements of National Institute of Standards and Technology (NIST) Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev. 4, CP-1 through CP-13 (and NIST SP 800-61 Rev. 3 upon its promulgation), and the incident response requirements of NIST Special Publication 800-53 Rev. 4, IR-1 through IR-10 as those standards may be amended from time to time. In the event of a conflict between NIST and NERC, NERC will control.

5.3.1.3 As soon as practicable, understanding time is of the essence, upon learning of a Security Incident related to the products and services provided to City by Consultant, Consultant shall notify City of that implementation by contacting the designated SVP representative(s).

5.3.2 Prevention of Recurrence: As soon as practicable, understanding time is of the essence, Consultant shall provide recommendations, action plans, and/or mitigating controls to City on actions that City may take to assist in the prevention of recurrence, as applicable or appropriate.

5.3.3 Notification to Affected Parties: Consultant will, at its sole cost and expense, assist and cooperate with City with respect to any investigation of a Security Incident, to the extent the Security Incident involves or arises from Consultant-provided products or services, disclosures to affected parties, and other remedial measures as requested by City in connection with a Security Incident

or required under any applicable laws related to a Security Incident, to the extent necessary.

5.4 Verification of Software Integrity and Authenticity of Patches

5.4.1 Hardware, Firmware, Software, and Patch Integrity and Authenticity: Consultant shall comply with SVP's NERC CIP-010 Policy and Procedure regarding the verification of the identity of the patch source and the integrity of the software obtained from the source.

5.4.2 Computer Viruses and Malware: Consultant shall warrant that it has no knowledge of any computer viruses or malware coded or introduced into any software or patches, and Consultant will not insert any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality.

5.4.3 Remedies: If a virus or other malware is found to have been coded or otherwise introduced as a result of Consultant's product, service, actions, or negligence, Consultant shall immediately, and at its own cost take all necessary remedial action and provide assistance to City to eliminate the virus or other malware throughout City's information networks, computer systems, and information systems, regardless of whether such systems or networks are operated by or on behalf of City; and restoring previous functionality of the affected device, system, or product.

5.5 Controls for Remote Access

5.5.1 In the course of furnishing products and services to City under the Agreement, Consultant, or through any of their affiliates, subcontractors or service providers, shall not access, and shall not permit Consultant personnel to access City property, systems, or networks or City information without City's prior express written authorization. Such written authorization may subsequently be revoked by City at any time in City's sole discretion. Further, any Consultant personnel access shall be consistent with, and in no case exceed the scope of, any such approval granted by City. All City authorized connectivity or attempted connectivity to City's systems or networks shall be in conformity with City's security policies, including, but not limited to, those policies used to address the NERC CIP reliability standards, as may be amended from time to time.

5.5.2 Consultant shall maintain controls designed to protect City-issued credentials and shall ensure that network devices have encryption enabled for network authentication to prevent possible exposure of City-issued credentials.

5.5.3 Prior to using any virtual private network (VPN) or other device to simultaneously connect machines on any City system or network to any machines on any Consultant or third-party systems, Consultant shall:

5.5.3.1 Complete and provide an SVP VPN request form with the full name of each individual who uses any such remote access method and the phone number and email address at which the individual may be reached while using the remote access method, and

5.5.3.2 Agree that any computer used by Consultant personnel to remotely access any City system or network will not simultaneously access the Internet or any other third-party system or network while logged on to City systems or networks.

5.5.3.3 Not be allowed to connect any of Consultant's computers to any of City system or network directly.

5.5.4 Consultant shall ensure that City-issued credentials issued to Consultant personnel for accessing City networks are not shared between Consultant personnel.

5.5.5 Consultant shall recommend any additional protective measures to address the security of remote and onsite access to City Information, City systems and networks, and City property.

5.6 Consultant Notification of Remote or Onsite Access Revocation

5.6.1 Consultant shall immediately take all steps necessary to remove Consultant personnel's access to any City Information, systems, networks, or property at such time when:

5.6.1.1 Any Consultant personnel no longer requires such access in order to furnish the services or products provided by Consultant under the Agreement,

5.6.1.2 Any Consultant personnel is terminated or suspended or his or her employment otherwise ends; or

5.6.1.3 Consultant reasonably believes any Consultant personnel poses a threat to the safe working environment at or to any City property, including to employees, customers, buildings, assets, systems, networks, trade secrets, confidential data, and/or employee or City Information.

5.6.2 Consultant shall notify City, no later than close of business on the same day as the day termination or change set forth in this section, occurs. Additionally, Consultant will notify City by contacting the SVP designated representative(s)

upon removal of access to City Information as well as City property, systems, and networks.

5.7 Consultant Cybersecurity Policy:

Consultant shall provide to City its cybersecurity policy and shall implement and comply with said cybersecurity policy.

5.8 Regulatory Examinations

5.8.1 Consultant agrees that any regulator or other governmental entity with jurisdiction over City and its affiliates, including but not limited to the North American Electric Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC), may examine Consultant's activities relating to the performance of its obligations under this Agreement to the extent such authority is granted to such entities under the law.

5.8.2 Consultant shall promptly cooperate with and provide all information reasonably requested by the regulator or other governmental entity in connection with any such examination and provide reasonable assistance and access to all equipment, records, networks, and systems requested by the regulator or other governmental entity.

5.8.3 Consultant shall comply with all reasonable recommendations that result from such regulatory examinations within reasonable timeframes at Consultant's sole cost and expense. The foregoing cooperation and assistance will be rendered at Consultant's then- current time and materials rates, subject to City's prior written authorization.

SECTION 6. E-BUILDER

6.1 Use of e-Builder. When required by City, Consultant shall use e-Builder for managing schedules, action items, and invoicing throughout the Term. e-Builder is a web-based construction management application hosted by e-Builder, Inc. For schedules, action items, and invoicing, e-Builder shall be the primary means of project information submission and management. Consultant shall not use e-builder for any confidential data including reports, plans, and deliverables which Contractor must submit to a City-controlled Secure File Transfer Protocol (SFTP) site provided by City.

6.2 Access to e-Builder. The City will establish the Consultant's access to e-Builder by providing licenses to Consultant's personnel at City's cost. The Consultant's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. The City reserves the right to limit the licenses issued to Consultant at any time.

6.3 E-builder Training. Consultant is required to obtain all necessary training to use the e-builder software. Consultant must participate in at least one classroom training or a web-based seminar as determined by City.

6.4 Connectivity to e-Builder. e-Builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Consultant is responsible for its own connectivity to the Internet. e-Builder's response time is dependent on the Consultant's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated with Consultant's use of e-Builder including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Consultant shall ensure connectivity to the e-Builder system whether at the home office or job site. Under no circumstances will Consultant's use of e-Builder be grounds for a time extension or cost adjustment to the Services.

6.5 Acceptance of Information. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the e-Builder system) by the City and the Consultant will be jointly owned. Consultant is responsible for managing, tracking, and documenting the Services provided and to comply with the requirements of this Agreement. The City's acceptance of documentation in e-builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Consultant's submitted information.

6.6 Format of Project Documents. In addition to submittal of documents through e-Builder, at the City's sole discretion, the City may require Consultant to submit documents in hard copy format, or both electronic and hard copy format.

6.7 Project Communication. While regular email may still be used for communication, when requested by City, e-Builder shall be used as much as possible in connection with schedules, action items, and invoicing required in the performance of Services where City has directed the use of e-Builder. Where applicable, Consultant shall be responsible for scanning or otherwise converting to electronic format all schedules, action items, and invoicing documents, and uploading them to the e-Builder website. Consultant shall be responsible for the validity of its information placed in e-Builder. Consultant shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Consultant may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

6.8 Archive Copies. When requested by City, Consultant shall keep an archive copy of all digital data created by Consultant, or submitted to Consultant via e-mail, or resident on e-Builder for the duration of the Agreement. Such data shall be available to City, and authorities with the jurisdiction (including funding agencies or representatives) on demand.

6.9 Should the City replace e-Builder with a different project management tool, Consultant, and subcontractors shall be required to use the new project management tool selected by the City.

SECTION 7. ADDITIONAL SERVICES

7.1 Additional Services are tasks or deliverables not outlined in Exhibit A, including services requested by the City beyond the agreed scope. Prior to commencing any Additional Services requested by City, Consultant shall submit a proposal outlining the Additional Services to be provided and the proposed price. If Additional Services are authorized, the Parties will execute an amendment to this Agreement which may require approval by the Santa Clara City Council.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

SECTION 2. FIXED FEE FOR SCOPE OF SERVICES

Except for reimbursable expenses which are subject to the provisions of Section 3 of this Exhibit, compensation under this Agreement shall be a fixed fee in accordance with the fees outlined in Table B1 below. The fixed fees represent the total compensation for the scope of services outlined in Exhibit A. Payments for this fixed fee will be made according to the Payment Provisions in Section 5 below.

TABLE B1

Services/Task	Description	Fixed Fee
Task 0	Project Management	$ 13,500
Task 1	Project Startup	$ 8,100
Task 2	Data Collection	$ 57,960
Task 3	Risk Analysis	$ 84,970
Task 4	Final Reports: Threat and Vulnerability Assessment Report, Substation Plans, Details and Specifications, and Updated Utility Security Plan	$ 56,880
Optional Item	Comprehensive Report to support recommendation for new control access software described in Section 2.2.3	$ 12,600
Reimbursable Expenses – Not to Exceed		
Reimbursable Expenses	Printing and travel related costs – Pursuant to Section 3 of this Exhibit B	$ 12,342

Services/Task	Description	Fixed Fee
Total		$ 246,352

SECTION 3. REIMBURSABLE EXPENSES

3.1 Reimbursable Expenses. Contractor may pass through costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Any and all reimbursable expenses related the Services shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance, (4) Consultant submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Costs for outside services (including subcontractor fees, equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed 10%
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants or subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. RATE ADJUSTMENTS

4.1 In the event that Services extend beyond two years from the Effective Date, Consultant may propose an adjustment to the fees in Table B1.

4.2 Consultant shall notify the City ninety (90) days in advance of any proposed adjustment to fees. Consultant must be able to substantiate such adjustments to the satisfaction of the City.

4.3 If accepted, all adjustments to Table B1 must be approved by the City by executing an amendment to this Agreement.

SECTION 5. PAYMENT PROVISIONS

5.1 Payment Schedule for Scope of Services (Fixed Fee):

5.1.1 Consultant shall provide a monthly invoice for the percentage of the services completed in the preceding month, provided that the total amount billed for each task does not exceed the amounts as outlined in Table B1. Each invoice must include the following information:

5.1.1.1 Invoice Number and Invoice Period.

5.1.1.2 Current amount due for each task.

5.1.1.3 Sufficient detail for City to verify the fixed fees in Table B1 have not been exceeded.

5.2 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

5.3 Payment Limited to Satisfactory Work. Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

5.4 Accurate Invoice. If the invoice submitted by Consultant is not accurate, the invoice will be returned to Consultant to correct and resubmit before payment can be processed.

5.5 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required documentation, City shall process the invoice for payment.

5.6 Confidential. Invoices are not confidential even if marked as confidential when submitted.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using

Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon

request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to ctsantaclara@ebix.com, or by mail to:

EBIX Inc.
City of Santa Clara – Silicon Valley Power
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280

Fax number: 770-325-0409

I. QUALIFYING INSURERS

ALL OF THE INSURANCE COMPANIES PROVIDING INSURANCE FOR CONSULTANT SHALL HAVE, AND PROVIDE WRITTEN PROOF OF, AN A. M. BEST RATING OF AT LEAST A MINUS 6 (A- VI) OR SHALL BE AN INSURANCE COMPANY OF EQUAL FINANCIAL STABILITY THAT IS APPROVED BY THE CITY OR ITS INSURANCE COMPLIANCE REPRESENTATIVES.

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EBIX Insurance No. S200005646

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CLARIS STRATEGY INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Claris Strategy, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California, and Claris Strategy Inc, dated July 28, 2025 (Agreement); and

B. The City Council approved Resolution No. 25-9463 which authorized the use of an expedited procurement process for implementation of Projects to address security improvements to City facilities and critical City services in advance of certain high-profile international events in 2026;

C. The Parties wish to amend the Agreement to (1) amend the Scope of Services to include Additional Services, in accordance with Section 7 of Exhibit A, to develop an Event Specific Security Plan for the City's Electric Utility, Silicon Valley Power ("SVP"), and (2) increase maximum compensation by $128,887, for a revised not-to-exceed maximum compensation of $375,239, subject to the appropriation of funds; and

D. The proposed Additional Services fall with the Resolution No. 25-9463 in that the Event Specific Security Plan will assist with addressing certain potential risks identified by U.S. Department of Homeland Security, Cyber & Infrastructure Security Agency (CISA).

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement is amended to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Servicers rendered by Contractor in

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accordance with First Revised Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The Maximum Compensation of this Agreement during the Term is Three Hundred Seventy-Five Thousand Two Hundred Thirty-Nine Dollars ($375,239.00) subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the Maximum Compensation shall be at the Contractor's expense. City does not guarantee any minimum compensation under this Agreement. Contractor shall not be entitled to any payment above the Maximum Compensation under any circumstance."

2. Section 3 of Exhibit A of the Agreement, entitled "Scope of Services", is hereby amended by adding Tasks 5 through 10, to provide an Event Specific Security Plan for SVP, attached hereto and incorporated into the Agreement as Amended by reference.

3. Exhibit B of the Agreement is hereby amended in its entirety with the First Revised Exhibit B , attached and incorporated into the Agreement as Amended by reference.

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The effective date of this Amendment No. 1 is the date of the City's execution of this amendment.

SIGNATURES ON THE NEXT PAGE

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The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Signed by:
Daniel Ballin
ABC722A8FC81448...
GLEN R. GOOGINS
City Attorney

Dated: 10/28/2025 | 2:37 PM PDT

Signed by:
Jovan D. Grogan
5EAD60DED5C343A...
JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

CLARIS STRATEGY,
a California corporation

Dated: 10/13/25
By (Signature):
Name: William Lim
Title: CEO/President
Principal Place of Business Address: 1111 Drake Road, Arcadia, CA 91007
Email Address: wlim@clarisstrategy.com
Telephone: (626) 437-4365

"CONTRACTOR"

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ADDENDUM TO EXHIBIT A
SCOPE OF SERVICES
ADDITION OF TASKS 5-10 TO SECTION 3 OF EXHIBIT A

EVENT SPECIFIC SECURITY PLAN (TASK 5-10)

Consultant shall provide additional comprehensive professional services to prepare an Event Specific Security Plan for the City's Electric Utility Department, Silicon Valley Power (SVP).

3.5 Task 5 – Development of Event Specific Security Plan

The objective of this task is to provide City an Event Specific Security Plan ("ESSP") for seven (7) SVP sites that could be impacted by the 2026 Super Bowl event to be held at Levi Stadium.

3.5.1 ESSP Project Startup/Project Management

3.5.1.1 Contractor shall coordinate with SVP staff to confirm project goals and objectives, request background materials and establish project logistics.

3.5.1.2 Contractor shall request any pertinent background materials and data for review and use throughout the Services. These may include:

3.5.1.2.1 Safety and security plans relevant to the Event Specific Security Plan ("Plan")

3.5.1.2.2 Relevant security standard operating procedures

3.5.1.2.3 Previous hazards and risk assessment studies

3.5.1.2.4 Site maps and facility floor plans

3.5.1.2.5 Electronic security systems at these facilities

3.5.1.2.6 After-action reports

3.5.1.2.7 Previous related studies and reports

3.5.2 Project Kickoff Meeting. The Kickoff Meeting will be held virtually and begin coordination with SVP staff for the ESSP Project. The Meeting will include:

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3.5.2.1 Review of ESSP Project scope, schedule and work plan.

3.5.2.2 Confirmation of planning team, including City, SVP and Contractor team members' roles and responsibilities.

3.5.2.3 Discussion of data collection methods.

3.5.2.4 Establishment of communication channels.

3.5.2.5 Confirmation of key project dates.

3.5.2.6 Confirmation of planning team meeting dates.

3.5.2.7 Confirmation of deliverables.

3.5.2.8 Initiate scheduling interviews and coordination meetings

3.6 Task 6 - Information Collection.

The objective of this task is for the Contractor to develop an understanding of current emergency and security operations at SVP.

3.6.1 Stakeholder Interviews

Contractor will conduct up to five (5) virtual stakeholder interviews with key staff identified by the SVP project team. Each interview will be approximately 1 to ½ hour in length. The initial set of stakeholders will consist of members from the following:

3.6.1.1 SVP staff and contractors responsible for security and emergency planning.

3.6.1.2 Santa Clara Police Department.

3.6.1.3 Santa Clara Fire Department

3.6.1.4 Santa Clara County Sheriff's Department

3.6.1.5 Other law enforcement, security agencies and emergency response personnel responsible for security for the special events.

3.6.2 Site Walks

During the development of the Plan Contractor shall conduct site walks of the seven (7) identified sites for the concurrent threat and vulnerability assessment (TVA) project. During the site walks, Contractor will review security measures in place relevant to planning for the special events. The review may include security staffing, security procedures and physical security currently in place. Information from the site walks is to be used for developing the ESSP.

3.6.3 Document Review

Contractor will perform a detailed review of the material received and the information obtained and will develop a picture of the current state of security operations and security preparations for the special events and identify any gaps in security.

3.6.4 Informal Tabletop Exercise

Contractor will conduct an informal virtual tabletop exercise with stakeholders to walk through a scenario on how SVP would handle such as an attack on a substation providing power to Levi Stadium.

3.7 Task 7 – Stakeholder Coordination Meetings

Contractor will conduct up to five (5) stakeholder coordination meetings throughout the duration of the Project. The meetings will be held virtually, and will include the City's Police and Fire Departments, other law enforcement agencies, SVP staff and security contractors responsible for planning for the events. During the meetings, Contractor will work with the stakeholders to define liaison roles and information-sharing protocols, and will establish joint command procedures.

3.8 Task 8 Plan Development

3.8.1 Draft Plan Development. Contractor will develop a draft of the Plan, that may include:

3.8.1.1 Executive Summary

3.8.1.2 Plan Timeline

3.8.1.3 Intelligence and threat monitoring

3.8.1.4 Critical stakeholders

3.8.1.5 Communication protocols

3.8.1.6 Critical facilities and infrastructure

3.8.1.7 Security staffing and deployment

3.8.1.8 Incident management team activation and roles

3.8.1.9 Collaboration with external stakeholders

3.8.1.10 Compliance and regulatory oversight

3.8.1.11 Training and awareness

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3.8.1.12 Post-event review

3.8.2 Draft Plan Review Meeting

Contractor will conduct a virtual meeting with City to review and discuss the draft Plan. Contractor will provide guidance on specific areas to review and indicate areas of the Plan which requires additional information.

3.8.3 Final Event Plan

Contractor will incorporate any changes into the final Plan and submit the final Plan to City for approval. Contractor shall provide digital copies of the Plan in Microsoft Word and PDF formats.

3.9 Task 9 – Event Training and Post-Event Review

3.9.1 Event Plan Training

Contractor shall conduct a virtual event training session for SVP staff, first responders and contractors on the Plan. The training will review plan objectives, response procedures, coordination protocols, and communication methods.

3.9.2 Post-Event Review

Following the event, Contractor shall conduct a post-event debrief with all stakeholders to evaluate the effectiveness of the Plan, identify lessons learned, and recommend improvements for future events.

3.10 Task 10 – Optional Task – Implementation and Event Operations

At the City's direction, two members from the Contractor's team, will support City staff in implementing the Plan and providing guidance throughout its execution throughout the Super Bowl event. Optional support tasks may include finalizing staffing and deployment schedules, testing communication and monitoring systems, coordinating security efforts, and maintaining real-time coordination with law enforcement.

The Services described in Tasks 5 -10 shall be completed within five (5) months from the time the City issues the notice to proceed.

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FIRST REVISED EXHIBIT B

SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

SECTION 2. FIXED FEE FOR SCOPE OF SERVICES

Except for reimbursable expenses which are subject to the provisions of Section 3 of this Exhibit, compensation under this Agreement shall be a fixed fee in accordance with the fees outlined in Table B1 below. The fixed fees represent the total compensation for the Services. Payments for this fixed fee will be made according to the Payment Provisions in Section 5 below.

TABLE B1

Services/Task	Description	Fixed Fee
Task 0	Project Management	$13,500
Task 1	Project Startup	$8,100
Task 2	Data Collection	$57,960
Task 3	Risk Analysis	$84,970
Task 4	Final Reports: Threat and Vulnerability Assessment Report, Substation Plans, Details and Specifications, and Updated Utility Security Plan	$56,880
Optional Item 1	Comprehensive Report to support recommendation for new control access software described in Section 2.2.3	$12,600
Reimbursable Expenses	Travel related costs for Tasks 0-4, Pursuant to Section 3 of this Exhibit B	$12,342

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Services/Task	Description	Fixed Fee
Subtotal	**Tasks 0-4 and Optional Item 1**	**$246,352**
	Event Specific Security Plan (ESPP)	
Task 5 ESSP Project Start-Up/Project Management	Request for Background Materials Virtual Project Kick-Off Meeting	$14,000
Task 6 ESSP Information Collection	Conduct stakeholder interviews, site walks, document review and informal tabletop exercise	$12,250
Task 7 ESSP Stakeholder Coordination Meetings	Conduct up to five (5) virtual stakeholder coordination meetings	$20,000
Task 8 ESSP Plan Development	Develop draft Plan, virtual draft plan meeting with City, submittal of final Plan for approval	$42,350
Task 9 ESSP Event Training and Post-Even Review	Provide virtual event Plan training session for SVP staff, first responders and contractors, and conduct post-event debrief with all stakeholders	$10,000
Task 10 – **Optional** – Implementation and Event Operations during 2026 Super Bowl event	Contractor to provide implementation support and guidance with executing the Plan during 2026 Super Bowl	$14,000
Reimbursable Expenses	Travel related costs for Optional Task 10– Pursuant to Section 3 of this Exhibit B	$ 4,170
Contingency		$12,117
Subtotal Tasks 5-10 plus contingency for ESSP		**$128,887**
TOTAL		**$375,239**

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SECTION 3. REIMBURSABLE EXPENSES

3.1 **Reimbursable Expenses.** Contractor may pass through costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Any and all reimbursable expenses related the Services shall be reimbursable only to the extent that (1) Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance by the City in writing, (4) Consultant submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

	Reimbursable Expense Schedule	Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Costs for outside services (including subcontractor fees, equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed 10%
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants or subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. RATE ADJUSTMENTS

a. In the event that Services extend beyond two years from the Effective Date, Consultant may propose an adjustment to the fees in Table

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b. Consultant shall notify the City ninety (90) days in advance of any proposed adjustment to fees. Consultant must be able to substantiate such adjustments to the satisfaction of the City.

c. If accepted, all adjustments to Table B1 must be approved by the City by executing an amendment to this Agreement.

SECTION 5 PAYMENT PROVISIONS

5.1 Payment Schedule for Scope of Services (Fixed Fee):

5.1.1 Consultant shall provide a monthly invoice for the percentage of the services completed in the preceding month, provided that the total amount billed for each task does not exceed the amounts as outlined in Table B1. Each invoice must include the following information:

5.1.1.1 Invoice Number and Invoice Period.

5.1.1.2 Current amount due for each task.

5.1.1.3 Sufficient detail for City to verify the fixed fees in Table B1 have not been exceeded.

5.2. Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

5.3. Payment Limited to Satisfactory Work. Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

5.4. Accurate Invoice. If the invoice submitted by Consultant is not accurate, the invoice will be returned to Consultant to correct and resubmit before payment can be processed.

5.5. Payment. If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required documentation, City shall process the invoice for payment.

5.6. Confidential. Invoices are not confidential even if marked as confidential when submitted.

docusign

Certificate Of Completion

Envelope Id: A2EC93CB-04B1-4341-8359-8D50E745BF12
Status: Completed
Subject: [**RUSH**] with Docusign: 2. Claris Strategy Inc. - Electric Utility Security Services Agmt Amend...
Source Envelope:
Document Pages: 11
Signatures: 2
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Ahcomb Hardwick
1500 Warburton Avenue
Santa Clara, CA 95050
ahardwick@svp.net
IP Address: 66.54.249.132

Record Tracking

Status: Original
10/24/2025 2:33:25 PM
Holder: Ahcomb Hardwick
ahardwick@svp.net
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Santa Clara
Location: Docusign

Signer Events	Signature	Timestamp
Daniel Ballin dballin@santaclaraca.gov Senior Counsel for Silicon Valley Power Security Level: Email, Account Authentication (None)	Signed by: Daniel Ballin ABC722A8FC81448... Signature Adoption: Pre-selected Style Using IP Address: 104.129.198.85	Sent: 10/24/2025 2:36:20 PM Viewed: 10/24/2025 3:20:52 PM Signed: 10/24/2025 3:22:24 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jōvan D. Grogan jgrogan@santaclaraca.gov City Manager Security Level: Email, Account Authentication (None)	Signed by: Jovan D. Grogan 5EAD88DED5C349A... Signature Adoption: Pre-selected Style Using IP Address: 136.226.78.120	Sent: 10/28/2025 2:16:57 PM Viewed: 10/28/2025 2:37:26 PM Signed: 10/28/2025 2:37:42 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jovan Grogan manager@santaclaraca.gov City Manager City of Santa Clara Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/28/2025 2:17:00 PM Viewed: 10/28/2025 2:27:43 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
SVP Contracts svpcontracts@santaclaraca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 2:37:43 PM
City Attorney cityattorney@santaclaraca.gov City of Santa Clara Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 2:37:44 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/24/2025 2:36:20 PM
Certified Delivered	Security Checked	10/28/2025 2:37:26 PM
Signing Complete	Security Checked	10/28/2025 2:37:42 PM
Completed	Security Checked	10/28/2025 2:37:44 PM

Payment Events	Status	Timestamps

RESOLUTION NO. 25-9463

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, DECLARING AN URGENCY IN ACCORDANCE WITH SANTA CLARA CITY CHARTER SECTION 1310 TO ALLOW FOR AWARD OF PUBLIC WORKS CONTRACTS FOR PROJECTS IMPLEMENTING SECURITY MEASURES TO MITIGATE RISKS TO PUBLIC SERVICES AND FACILITIES WITHOUT ADVERTISING FOR BIDS

WHEREAS, on June 17, 2025, the City Council received a presentation from a representative of the U.S. Department of Homeland Security, Cyber & Infrastructure Security Agency (CISA) regarding security risks and vulnerabilities affecting public services and City facilities;

WHEREAS, the conditions described in the presentation create significant risks that if not properly addressed could leave City facilities and critical City services vulnerable to damage or destruction by bad actors;

WHEREAS, risk and threat levels are on the rise in the United States and internationally, and the City is scheduled to host high-profile international events in 2026;

WHEREAS, in light of these significant risks, there is an urgent need to implement projects that address such vulnerabilities on an expedited timeline;

WHEREAS, the categories of projects that are needed to address the vulnerabilities generally include installing fencing and perimeter security improvements, barrier/K-Rails, and security camera systems (the “Projects”);

WHEREAS, Santa Clara City Charter 1310 authorizes the City Council to award public works contracts without advertising for bids if the City Council deems the work to be of urgency necessity for the preservation of life, health or property; and

WHEREAS, based on these recitals and declaration of facts contained in this Resolution, the staff report, and public testimony presented during the City Council meeting, Council believes the work implementing the Projects constitutes an urgency necessity justifying the use of expedited procurement processes for the preservation of life, health, and property;

//

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council hereby deems the work implementing the Projects to be of urgent necessity for the preservation of life, health, and property based on the following declaration of facts:

A. During a presentation to the City Council, CISA provided a risk assessment of certain City facilities which revealed security risks and vulnerabilities at certain City facilities.

B. With risk and threat levels on the rise, both in the United States and internationally, and with the City scheduled to host high-profile international events in 2026, there is an urgent need to address these vulnerabilities on an expedited timeline.

C. If the Projects intended to address such vulnerabilities are not completed on an expedited basis, and with sufficient time for testing in preparation for the upcoming events, critical City services could be vulnerable to damage or destruction by bad actors;

D. An expedited procurement process will reduce the time required to implement necessary security improvements by several months and help ensure that City facilities are secure during the City's upcoming events.

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2. In light of the foregoing declaration and determination, the City Council hereby waives the standard requirements under Charter Section 1310 that would otherwise require advertising for bids for the award of the Projects, thereby allowing for awards of public works contracts to contractors without advertising for bids. Whenever practical, City staff shall implement other practices to assure the award of contracts to qualified contractors at reasonable rates, consistent with the practices described in the staff report.

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 8TH DAY OF JULY, 2025, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Chahal, Cox, Gonzalez, Hardy, Jain, and Park, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CLARIS STRATEGY INC

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Claris Strategy, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California, and Claris Strategy Inc", dated July 28, 2025 (Agreement) for the purpose of having Contractor provide comprehensive professional electric utility consulting services for the City's Electric Utility Department, Silicon Valley Power (SVP);

B. The Agreement was previously amended by Amendment No. 1, dated October 28, 2025, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties now wish to amend the Agreement as Amended to expand the Scope of Services to include five (5) additional sites to the threat and vulnerability assessment (TVA) and update to the 2021 Utility Security Plan, and to increase the maximum compensation for the additional services.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement as Amended is amended in its entirety to read as follows:

   "In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Servicers rendered by Contractor in accordance with Exhibit B (Second Revised) , entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The Maximum Compensation of this Agreement during the Term is Four Hundred Nine Thousand Eighty-Eight Dollars ($409,088.00) subject to budget

appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the Maximum Compensation shall be at the Contractor's expense. City does not guarantee any minimum compensation under this Agreement. Contractor shall not be entitled to any payment above the Maximum Compensation under any circumstance.:

2. Section 1.1.1 of Exhibit A of the Agreement as Amended is hereby amended in its entirety to read as follows:

    1.1.1 A threat and vulnerability assessment (TVA) report for a total of forty-four (44) unique sites, including:

        1.1.1.1 Thirty-five (35) City substations

        1.1.1.2 One (1) switching station

        1.1.1.3 Donald Von Raesfeld Power Plant (DVR)

        1.1.1.4 Gianera Generating Station (Gianera)

        1.1.1.5 Natural Gas Pipeline & Natural Gas Compressor Station

        1.1.1.6 Cogen Power Plant #1

        1.1.1.7 Space Park Interconnection Station

        1.1.1.8 Office and storage facilities at 881 Martin Avenue

        1.1.1.9 Municipal Services Yard at 1705 Martin Avenue

        1.1.1.10 60 kV Storage Yard

3. Section 2.3.4 of Exhibit A of the Agreement as Amended is hereby amended in its entirety to read as follows:

    2.3.4 Consultant shall review and update the 2021 Utility Security Plan to include up to six (6) of the forty-four (44) sites identified in Section 1.1.1. Consultant shall submit an updated plan that complies with the requirements of the California Public Utilities Commission (CPUC) Decision 19-01-018. The report shall include, but not be limited to, the following

        2.3.4.1 Overview

        2.3.4.2 Background

        2.3.4.3 Plan Development Process

2.3.4.4 Identification of Covered Distribution Facilities

2.3.4.5 Risk Assessment per Site

2.3.4.6 Covered Distribution Facility Mitigation Plans per Site

2.3.4. 7 Independent Evaluation and Response

2.3.4.8 Validation

2.3.4.9 Narrative Descriptions for Utility Security Plan

4. Section 3.2.1 of Exhibit A of the Agreement as Amended is hereby amended in its entirety to read as follows:

3.2.1 Site and Facilities to Assess

3.2.1.1 Consultant to conduct site visits to assess forty-four (44) SVP sites including:

3.2.1.1.1 Thirty-five (35) City substations.

3.2.1.1.2 Switching Station

3.2.1.1.3 Donald Von Raesfeld Power Plant (DVR)

3.2.1.1.4 Gianera Generating Station (Gianera)

3.2.1.1.5 Natural Gas Pipeline & Natural Gas Compressor Station

3.2.1.1.6 Cogen Power Plant #1

3.2.1.1.7 Space Park Interconnection Station

3.2.1.1.8 Office and storage facilities at 881 Martin Avenue

3.2.1.1.9 Municipal Services Yard at 1705 Martin Avenue

3.2.1.1.10 60 kV Storage Yard

4 Section 3.4.5.4 of Exhibit A of the Agreement as Amended is hereby amended in its entirety to read as follows

3.4.5.4 Analysis of up to six (6) sites of the forty-four (44) sites identified in Section 1.1.1.

5 Exhibit B of the Agreement as Amended is hereby amended in its entirety and replaced with Exhibit B (Second Revised), attached and incorporated into the Agreement as Amended by reference

6 Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No.2 shall control.

The effective date of this Amendment No. 2 is the date of City's execution of this amendment.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

SIGNATURES ON THE NEXT PAGE

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

CLARIS STRATEGY,
a California corporation

Dated: 10-31-2025
By (Signature): _____
Name: William Lim
Title: CEO/President
Principal Place of Business Address: 1111 Drake Road, Arcadia, CA 91007
Email Address: wlim@clarisstrategy.com
Telephone: (626) 437-4365

"CONTRACTOR"

EXHIBIT B (SECOND REVISED)
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

The maximum compensation payable to Consultant during the Term shall not exceed the amount in Section 6 of this Agreement.

SECTION 2. FIXED FEE FOR SCOPE OF SERVICES

Except for reimbursable expenses which are subject to the provisions of Section 3 of this Exhibit, compensation under this Agreement shall be a fixed fee in accordance with the fees outlined in Table B1 below. The fixed fees represent the total compensation for the Services. Payments for this fixed fee will be made according to the Payment Provisions in Section 5 below.

TABLE B1

Services/Task	**Description**	**Fixed Fee**
Task 0	Project Management	$13,500
Task 1	Project Startup	$8,100
Task 2	Data Collection	$65,105
Task 3	Risk Analysis	$100,657
Task 4	Final Reports: Threat and Vulnerability Assessment Report, Substation Plans, Details and Specifications, and Updated Utility Security Plan	$64,689
Optional Item 1	Comprehensive Report to support recommendation for new control access software described in Section 2.2.3	$12,600
Reimbursable Expenses	Travel related costs for Tasks 0-4, Pursuant to Section 3 of this Exhibit B	$15,550
Subtotal	**Tasks 0-4 and Optional Item 1**	**$280,201**
	Event Specific Security Plan (ESPP)	
Task 5 ESSP Project Start-	Request for Background Materials Virtual Project Kick-Off Meeting	$14,000

Services/Task	Description	Fixed Fee
Up/Project Management		
Task 6 ESSP Information Collection	Conduct stakeholder interviews, site walks, document review and informal tabletop exercise	$12,250
Task 7 ESSP Stakeholder Coordination Meetings	Conduct up to five (5) virtual stakeholder coordination meetings	$20,000
Task 8 ESSP Plan Development	Develop draft Plan, virtual draft plan meeting with City, submittal of final Plan for approval	$42,350
Task 9 ESSP Event Training and Post-Even Review	Provide virtual event Plan training session for SVP staff, first responders and contractors, and conduct post-event debrief with all stakeholders	$10,000
Task 10 – **Optional** – Implementation and Event Operations during 2026 Super Bowl event	Contractor to provide implementation support and guidance with executing the Plan during 2026 Super Bowl	$14,000
Reimbursable Expenses	Travel related costs for Optional Task 10– Pursuant to Section 3 of this Exhibit B	$ 4,170
Contingency		$12,117
Subtotal Tasks 5-10 plus contingency for ESSP		**$128,887**
TOTAL		**$409,088**

SECTION 3. REIMBURSABLE EXPENSES

3.1 **Reimbursable Expenses**. Contractor may pass through costs such as, but not limited to printing, materials, equipment, and travel as listed in the Reimbursable Expenses Schedule in this Section. Any and all reimbursable expenses related the Services shall be reimbursable only to the extent that (1)

Consultant submits sufficient documentation to City that the expenses were directly incurred in providing the required Services, (2) Consultant demonstrates that such expenses aren't included in the hourly rate where applicable, (3) such expenses were approved in advance by the City in writing, (4) Consultant submits receipts, invoices, or other supporting documentation demonstrating that such reimbursable costs were incurred, and (5) any Mark Up conforms with the Reimbursable Expense Schedule below.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Costs for outside services (including subcontractor fees, equipment, materials, and facilities not furnished directly by Consultant).	Not to exceed 10%
4.	Consultant may charge allowable mileage at the prevailing IRS rate per mile. Mileage is not applicable to rental cars. Rental cars are reimbursed at actual fuel cost only.	No Markup
5.	Unless approved in writing (e-mail acceptable) in advance, reimbursement to Consultant (and any subconsultants or subcontractors) for meals, lodging, and related per diem will not exceed the rates outlined by United States General Services Administration (GSA). https://www.gsa.gov/travel-resources. Airfare or rental car, where applicable shall be at economy rates.	No Markup
6.	Other reimbursable expenses with prior written approval from the City.	No Markup

SECTION 4. RATE ADJUSTMENTS

6.2 In the event that Services extend beyond two years from the Effective Date, Consultant may propose an adjustment to the fees in Table

6.3 Consultant shall notify the City ninety (90) days in advance of any proposed adjustment to fees. Consultant must be able to substantiate such adjustments to the satisfaction of the City.

6.4 If accepted, all adjustments to Table B1 must be approved by the City by executing an amendment to this Agreement.

SECTION 5 PAYMENT PROVISIONS

5.1 Payment Schedule for Scope of Services (Fixed Fee):

5.1.1 Consultant shall provide a monthly invoice for the percentage of the services completed in the preceding month, provided that the total amount billed for each task does not exceed the amounts as outlined in Table B1. Each invoice must include the following information:

5.1.1.1 Invoice Number and Invoice Period.

5.1.1.2 Current amount due for each task.

5.1.1.3 Sufficient detail for City to verify the fixed fees in Table B1 have not been exceeded.

5.2. Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Consultant beginning the Services.

5.3. Payment Limited to Satisfactory Work. Consultant is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

5.4. Accurate Invoice. If the invoice submitted by Consultant is not accurate, the invoice will be returned to Consultant to correct and resubmit before payment can be processed.

5.5. Payment. If there are no discrepancies or deficiencies in the submitted invoice and Consultant has submitted all required documentation, City shall process the invoice for payment.

5.6. **Confidential.** Invoices are not confidential even if marked as confidential when submitted.

25-91 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT

Action to Authorize the Use of City Electric Forces for Public Works to Decommission an Existing Dark Fiber Route from 3075 Raymond Street, 3030 Corvin Drive, 1380 Kifer Road, to 2050 Martin Avenue, with an Estimated Cost of $1,558

BACKGROUND

Section 1310 of the Santa Clara City Charter (Contracts on Public Works) states “that every contract involving an expenditure of more than one thousand dollars ($1,000) for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder.” The section further states that “the City Council may declare and determine that, in its opinion, the work in question may be performed better or more economically by the City with its own employees, and after the adoption of a resolution to this effect by at least four affirmative votes, it may proceed to have said work done in the manner stated, without further observance of the provisions of this section.”

Since 2014, Silicon Valley Power (SVP) developed a Fiber Splicing Technician position as an in-house position to primarily perform maintenance and repairs to meet the performance standards of fiber customers, which includes City departments and commercial customers. Fiber Splicing Technician activities include basic splicing and distribution changes to fiber optic cables. The technician can also perform duties such as pulling, laying, aligning, and positioning fiber optic equipment for new connections to SVP’s fiber network. Fiber Splicing Technicians also perform fusion splicing at building entrances and in maintenance spaces. Currently, SVP employs two Fiber Splicing Technicians.

DISCUSSION

Currently, the SVP fiber optic network serves SVP, other City departments, and various commercial customers. The Fiber Splicer Technician performs a variety of specialized activities from maintenance and repair to new or re-spliced interconnections to SVP’s network. Each interconnection can be unique, involving different hours of labor depending on the number of fibers required to be spliced and the particular location within the network.

Large or extensive projects involving extending fiber cable being laid along new paths or significant distances or adding conduit or related infrastructure are performed by a construction contractor through a public works contract. SVP spends up to $1 million per year on these public works contracts.

Staff believes that the work described below is better performed with City forces based upon the following factors: (1) the work is limited in size and scope; (2) City forces have knowledge and training in operating, maintaining and repairing the fiber optic system that can be leveraged to more

economically perform this work; and (3) bidding out the work and contracting with a private entity would not likely result in a lower overall cost or time savings.

Therefore, staff recommend that the City Council declare and determine that City forces can better perform the following fiber optic projects and approve the use of City forces for such projects:

Estimate Number:	FWM#01782
Location:	Route from 3075 Raymond Street, 3030 Corvin Drive, 1380 Kifer Road, to 2050 Martin Avenue
Type of Service:	Fiber
Description of Work:	Decommission an existing dark fiber route from 3075 Raymond Street, 3030 Corvin Drive, 1380 Kifer Road, to 2050 Martin Avenue for a fiber lease customer.
Estimated Cost:	$1,558
Appropriation:	Electric Utility Capital Fund (591) Project 2004 - Fiber Development Design & Expansion
Source of Revenue:	Developer Contribution

ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the action being considered is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15301 (Class 1 - Existing Facilities) of Title 14 of the California Code of Regulations, as the proposed work consists of the decommissioning of existing fiber optic facilities.

FISCAL IMPACT

The funds to support the staff time for work performed by Silicon Valley Power (SVP) and related construction materials for the work detailed in this report, totaling $1,558, are included in the Fiscal Year 2025/26 Budget, Fiber Development, Design, and Expansion project in the Electric Utility Capital Fund. All referenced work will be performed with City Electric Forces (SVP staff). Some work associated with encroachment permits may be performed by the Department of Public Works (DPW). DPW costs are recovered through payment of permit fees.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Determine the proposed action is exempt from CEQA pursuant to Section 15301 (Class 1 - Existing Facilities) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works

with an estimated cost of $1,558, located along the route from 3075 Raymond Street, 3030 Corvin Drive, 1380 Kifer Road, to 2050 Martin Avenue, are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan D. Grogan, City Manager

25-1604 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT
Action to Authorize the Use of City Electric Forces for Public Works at 4600 Patrick Henry Drive, 2700 Tasman Drive, 5129 Old Ironsides Drive, 4808 Great America Parkway, 5100 Patrick Henry Drive, 4855 Patrick Henry Drive, 2256 Avenida de Los Alumnos, 2451 Tasman Drive, 2685 The Alameda, 2885 Lakeside Drive, With an Estimated Cost of $212,189

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
Section 1310 of the Santa Clara City Charter (Contracts on Public Works) states “that every contract involving an expenditure of more than one thousand dollars ($1,000) for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder.” The section further states that “the City Council may declare and determine that, in its opinion, the work in question may be performed better or more economically by the City with its own employees, and after the adoption of a resolution to this effect by at least four affirmative votes, it may proceed to have said work done in the manner stated, without further observance of the provisions of this section.”

DISCUSSION
Staff believes that the work described below is better performed with City forces based upon the following factors: (1) the work is limited in size and scope; (2) City forces have knowledge and training in operating and maintaining the electric system that can be leveraged to more economically perform this work; and (3) bidding out the work and contracting with a private entity would not likely result in a lower overall cost or time savings. Therefore, the staff recommends that the City Council declares and determines that City forces can better perform the installation of the following electric facilities and approve the use of City forces.

Estimate Number:	40377
Location:	4600 Patrick Henry Drive
Type of Service:	New Business (2005)
Description of Work:	Installation of underground cable and underground connectors to point of connection for small cell streetlight.
Estimated Cost:	$8,300
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

Estimate Number: 40421
Location: 2700 Tasman Drive
Type of Service: New Business (2005)
Description of Work: Installation of underground cable and underground connectors to point of connection for small cell streetlight.
Estimated Cost: $5,454
Appropriation: Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue: Customer/Developer Contribution

Estimate Number: 40513
Location: 5129 Old Ironsides Drive
Type of Service: New Business (2005)
Description of Work: Installation of underground cable and underground connectors to point of connection for small cell streetlight.
Estimated Cost: $5,454
Appropriation: Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue: Customer/Developer Contribution

Estimate Number: 40604
Location: 4808 Great America Parkway
Type of Service: New Business (2005)
Description of Work: Installation of underground cable and underground connectors to point of connection for small cell streetlight.
Estimated Cost: $7,780
Appropriation: Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue: Customer/Developer Contribution

Estimate Number: 40605
Location: 5100 Patrick Henry Drive
Type of Service: New Business (2005)
Description of Work: Installation of underground cable and underground connectors to point of connection for small cell streetlight.
Estimated Cost: $5,250
Appropriation: Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue: Customer/Developer Contribution

Estimate Number: 40606
Location: 4855 Patrick Henry Drive
Type of Service: New Business (2005)
Description of Work: Installation of underground cable and underground connectors to point of connection for small cell streetlight.
Estimated Cost: $13,153
Appropriation: Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue: Customer/Developer Contribution

Estimate Number:	40663
Location:	2256 Avenida de Los Alumnos
Type of Service:	New Business (2005)
Description of Work:	Installation of underground cable and underground connectors to point of connection for small cell streetlight.
Estimated Cost:	$6,572
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

Estimate Number:	40665
Location:	2451 Tasman Drive
Type of Service:	New Business (2005)
Description of Work:	Installation of underground cable and underground connectors to point of connection for small cell streetlight.
Estimated Cost:	$9,915
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

Estimate Number:	39187
Location:	2685 The Alameda
Type of Service:	New Business (2005)
Description of Work:	Remove 2-wood poles and light arms, ± 100' low voltage conductor, and install ± 700' high voltage conductor, ± 125' low voltage conductor, 1-300kVA transformer and equipment, 2-streetlights, 1-1200A meter, 1-400A meter, and 35-200A meters.
Estimated Cost:	$105,634
Appropriation:	Electric Utility Capital Fund (91) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

Estimate Number:	37957
Location:	2885 Lakeside Drive
Type of Service:	New Business (2005)
Description of Work:	Install approximately 300' of 1/0 aluminum underground cable, (6) splices, (6) 200 Amp terminations, secondary connections, 1000 kVA padmount transformer and 1200 Amp meter & devices.
Estimated Cost:	$44,677
Appropriation:	Electric Utility Capital Fund (91) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

Historically, City staff has performed small project work like this under the use of City Forces exception and justification above. In preparation for the implementation and roll out of the new Arcos crew management system scheduled to go live in Fall 2025, SVP staff will be developing a process to review this practice on a routine basis to provide further support for this approach.

ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15302 (Class 2 -Replacement or Reconstruction) Section 15303 (New Construction) of Title 14 of the California Code of Regulations as the proposed work involves the replacement of electric facilities and the installation of small electric facilities involving negligible expansion of capacity.

FISCAL IMPACT

The funds to support the staff time for work performed by Silicon Valley Power (SVP) and related construction materials for the work detailed in this report totaling $212,189 are included in the FY 2025/26 Adopted CIP Budget, in Project 2005 - New Business Estimate Work in the Electric Utility Capital Fund. All of the referenced work will be performed by City SVP staff. Some work associated with encroachment permits may be performed by the Department of Public Works (DPW). DPW costs are recovered through payment of permit fees.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303 (New Construction) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 4600 Patrick Henry Drive, 2700 Tasman Drive, 5129 Old Ironsides Drive, 4808 Great America Parkway, 5100 Patrick Henry Drive, 4855 Patrick Henry Drive, 2256 Avenida de Los Alumnos, 2451 Tasman Drive, 2685 The Alameda, and 2885 Lakeside Drive, with an estimated cost of $212,189, are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan D. Grogan, City Manager

25-1022 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT

Action on Recommendations from Governance and Ethics Committee for Updates to Council Policy 043 ("Official Travel by City Councilmembers")

BACKGROUND

As background, Council Policy 043 ("Official Travel by Elected Officials") (Attachment 1) was identified for review and revision as part of the Governance and Ethics Committee (Committee) workplan. The policy establishes guidelines for official travel by City Councilmembers, defines reimbursable expenses for official travel, and ensures compliance with fiscal responsibility standards.

At the September 8, 2025 Committee meeting, staff presented proposed amendments to Council Policy 043 which included general cleanup language, clarifications, and additional procedures.

During its discussion ,the Committee provided further direction regarding reimbursable meal rates. The existing policy limited reimbursement for meals on the first and last day to 75% of the applicable U.S. General Services Administration (GSA) per diem rate. Committee members noted that actual travel schedules may necessitate full meals regardless of departure or return timing and recommended updating the policy to allow reimbursement at 100% of the GSA per diem rate for all days of authorized travel.

The Committee approved the staff recommendations to amend Council Policy 043 with the following changes:

1) Remove the 75% GSA limitation for the first and last days of travel and allow for reimbursement at 100% of the GSA rate for all travel days;
2) Require an itemized receipt for meal reimbursement; if an itemized receipt is unavailable, reimbursement may be made up to the maximum GSA per diem; and
3) Clarify that overnight lodging maybe approved when justified by commute time or similar circumstances.

In addition to these revisions, staff is updating City Manager Directive 028 (CMD) Purchase Card (P-Card) policy to incorporate audit procedures and authorize procedures and authorize issuance of City purchase cards to Councilmembers for official travel expenses. Once updated, staff will provide training to the City Council on proper use and compliant use of the City purchase cards.

DISCUSSION

The proposed revisions to Council Policy 043 (retitled “Official Travel by City Councilmembers”) (Attachment 2) are presented for City Council review and consideration. Key proposed changes

include the following:

1. Title: The title is updated from “Official Travel by Elected Officials” to "Official Travel by the City Councilmembers" to clarify that the policy applies to the Mayor and City Councilmembers only. Travel requirements for the elected Police Chief an elected City Clerk are outlined under City Manager Directo 028, Travel Policy (Attachment 3).

2. Criteria for Official Travel: In this section, proposed revisions were made as follows:

    a. Travel eligible for reimbursement must relate to a Councilmember’s official duties, professional development, or representation of the City at regional, state or national organizations that promote or advance City interests.
    b. Where there is the potential for “multiple attendees,” the current policy states: “If multiple members meet the criteria to attend, the representative may attend based on seniority.” Under the proposed policy, when several Councilmembers request to attend the same event, priority will be based on:
        - Committee or legislative assignment
        - Submission date of the request
        - Budget availability
        - Brown Act considerations, as applicable

    The proposed policy also a process for staff to confirm quorum availability for City Council meeting scheduled during travel periods.

3. Types of Travel: This section clarifies criteria for local, in-state, out-of-state, and international travel.

    a. Local travel: Defined as less than 50 miles for single-day events. Overnight lodging may be approved by the City Manager when justified by commute time.
    b. In-State Travel: Travel exceeding 50 miles and aligned with official travel criterial (e.g. League of California Cities Annual Conference, League of California Cities New Members Academy)
    c. Out-of-state travel: Includes events such as the United States Conference of Mayors and National League of Cities conferences and meetings.
    d. International Trave: Permitted for all City Councilmembers, including travel associated with City of Santa Clara's Sister Cities or Friendship Cities.

4. Procedures for Travel: The revised policy outlies a pre-authorization process:

    a. Councilmembers submit a written request Describing the purpose of travel and benefit to the City.
    b. Staff verifies funding availability and prepares the pre-authorization form.
    c. The City Manager or designee reviews and approves the pre-authorization form.

5. Reimbursable Expenses: A new section provides detail on allowable reimbursement expenses.

a. Lodging: Lodging is reimbursable for approved travel, including the night before and the after the event. Receipts are required, and reimbursement is limited to actual costs. If not available, designated lodging is provided, reimbursement is based on actual cost.
b. Meals: Meals, including tax and tips and incidentals, are reimbursable up to the per diem GSA rate (available at <http://www.gsa.gov/perdiem>) for a full day of travel. Itemized receipts are required; if unavailable, reimbursement may be made up to the GSA maximum.

   Meals provided by the conference, event, or hotel, must be deducted from the reimbursement as listed on <http://www.gsa.gov/mie>

   Alcohol, guest meals, and hotel incidentals (e.g. in-room services) are not eligible for reimbursement.

c. Transportation

   - City /Private Vehicles: City vehicles are available for in-state or local travel. Councilmembers shall be compensated for the use of their private vehicles for approved business travel at the current GSA standard mileage rate, provided that it is the most logical and least expensive method of transportation. To drive a vehicle on City business, Councilmembers must possess a valid California driver's license. A driver of a privately owned vehicle must carry liability insurance coverage, and be responsible for any damage, service, or repair to the car occurring on the trip, as these costs are included in the City's per mile cost reimbursement.

   - Bridge Tolls/Parking: Reimbursable with itemized receipts.

   - Train /Other Mass Transit: Train or other transit fares are reimbursable when logical and cost effective.

   - Ground Transportation: Supplementary transportation within the destination city shall be accomplished by hotel courtesy buses, local shuttle services or public transportation, if available and logical. Taxi or rideshare may also be used.

   - Rental Vehicles: Allowed only when no reasonable alternative exists; economy-class vehicles required; option insurance is not reimbursable.

d. Airfare: Airfare must be booked at the lowest reasonable fare that provides the most direct route. Air travel options shall not be limited to a specific airline. Refundable tickets are permitted if there is a risk of cancellation. One checked bag is reimbursable. Any unused credits from official travel must either be applied to future City travel or reimbursed to the City.

6. Expense Report: The filing deadline is extended from 15 calendar days to 30 business days to allow Councilmembers additional time to compile and submit itemized receipts

7. Rewards and Promotional Benefits: Councilmembers may retain frequent flyer miles or similar rewards accrued during City travel, however, if personal frequent flyer miles or other reward points are used to purchase travel for City business, the value is not reimbursable.
8. Reports by City Councilmembers: Councilmembers must provide a written or oral report to the City Council within fifteen (15) business days of returning from travel or at the next Council meeting. Prior required reporting items are removed and replaced with an option to share course materials digitally.

The Goverrnance and Ethics Committee recommends the City Council approve the proposed amendments to Council Policy 043 ("Official Travel by the City Council") and approval by Resolution (Attachment 4).

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the recommendation.

COORDINATION

This report was coordinated by the City Manager’s Office, City Auditor’s Office and the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the Recommendation from the Governance and Ethics Committee to Amend Council Policy 043 ("Official Travel by Elected Officials") to be retitled Council Policy 043 ("Official Travel by the City Council") in substantially the form presented.

Reviewed by: Maria Le, Assistant to the City Manager, City Manager
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Current Council Policy 043 ("Official Travel by Elected Officials")
2. Proposed Council Policy 043 (“Official Travel by City Councilmembers”)
3. City Manager Directive (CMD) 28 Travel Policy
4. Resolution

OFFICIAL TRAVEL BY ELECTED OFFICIALS

PURPOSE

Consistent with the City of Santa Clara (City)'s Code of Ethics and Values, the City is fiscally responsible and endorses the proper use of City assets to help ensure the City's fiscal stability.

In order to ensure an open and transparent government, the City Council will regulate and prescribe guidelines for official travel by all elected officials. Reimbursement for official travel funded by non-City entities shall be in accordance with the guidelines issued by such other non-City entity.

To the extent the official's expenses are not reimbursed by the non-City entity, the official may request reimbursement in accordance with the requirements of this policy (e.g., the official is chosen to serve as the City representative on a County-wide committee and the County agency sends the official to a conference, and reimburses the official for conference attendance and hotel, but not for meals and mileage; the Official may seek reimbursement for meals and mileage in accordance with the terms of this policy.)

This policy does not address an official's reporting requirements relative to payments by a non-City entity for official travel; elected officials must comply with FPPC reporting requirements relating to payments for travel.

POLICY

In order to control and properly account for expenditures made by elected officials in the course of their official duties, only authorized expenses may be reimbursed in accordance with the Travel-Meal Reimbursement & IRS Mileage Rates established by the Finance Department on an annual basis and within the criteria outlined within this policy.

Any questions regarding the appropriateness of a particular type of expense should be resolved by the City Council before the expense is incurred. Examples of non-reimbursable expenses include personal expenses, charitable/political contributions, entertainment expenses, personal losses incurred while travelling, and expenses for family members.

In order to conserve City resources and keep expenses within community standards for public officials, expenditure amounts should adhere to the guidelines set forth within. Expenses that exceed these

OFFICIAL TRAVEL BY ELECTED OFFICIALS (cont.)

guidelines will be reimbursed only to the maximum extent of the guidelines.

All cash expenditures, credit card expenses, and expense reimbursement requests must be submitted to the City Auditor on an expense report form provided by the City, accompanied by receipts documenting each expense. Expense and mileage reports must document that the expense in question meets the requirements of this policy. Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

All expenses are subject to review and verification by the City Auditor for compliance with this policy and eligibility for reimbursement.

TRAVEL GUIDELINES

Reports by Elected Officials
The elected official must file a written or oral report to the City Council within fifteen (15) business days or at the next City Council meeting immediately following any travel attended at City expense or travel attendance as a City official that is funded by a non-City entity.

The report shall include, but is not limited to:

a. A listing of any workshops, presentations, educational seminars, speeches, or other sessions attended with summary and/or descriptions of information gathered

b. A listing of meeting(s) held during travel with legislators, other governmental officials, or groups with subjects addressed during the meeting(s)

c. A listing of any speeches, presentations, or other speaking roles during travel

Course Materials
Course materials received will be turned into the Mayor and Council Offices - Council Library or elected official's respective department's library, as applicable, for open accessibility, except for safety-sensitive portions of such materials.

Rewards and Promotional Benefits
Rewards granted under frequent travel programs through airlines,

OFFICIAL TRAVEL BY ELECTED OFFICIALS (cont.)

hotels, or any type of travel vendor, if accrued through official travel and at the City's expense, shall be used only for official travel and/or turned over to the City for future official travel, to the extent possible.

Promotional benefits or materials received during official travel, if obtained under the same conditions as those offered to the general public and at no expense to the City, may be retained for personal use.

CRITERIA FOR OFFICIAL TRAVEL

Official City Representative Criteria
When travelling to a conference, convention, workshop, or similar event, one or more elected officials shall be specifically designated to act as the official representative(s) of the City with the following criteria:

a. Official travel must be related to the elected official's roles or duties such as work performed on a particular issue or substantive area in an official capacity, committee assignment, liaison assignment, task force assignment, or council assignment.

b. If multiple members of the City Council meet the criteria, the representative(s) will then be designated based on seniority.

Public Purpose Criteria
Travel by elected officials is an allowable activity and expense when it is performed for a valid public purpose:

a. Attending educational seminars designed to improve the elected official's skill and information levels, or to comply with applicable professional standards

b. Participating in regional, state, and national organizations whose activities affect the City's interests

c. Communicating with representatives of regional, state, and national government and their various agencies

d. Travel is consistent with the adopted budget and/or legislative priorities

Elected officials may attend conferences or any other official travel at

OFFICIAL TRAVEL BY ELECTED OFFICIALS (cont.)

SUMMARY OF CONFERENCES AND TRAVEL

their own expense if such travel falls outside the criteria set forth in this policy.

Official Travel – Local (Drivable Distance)

c. Local travel or single-day events that do not require an overnight stay are open to all elected officials.

d. Local travel or single-day events that require an overnight stay must meet the criteria for official travel.

Official Travel – In-state

a. In-state travel is limited to a maximum of two elected officials per official travel event, except as follows:
The League of California Cities Annual Conference is open to all elected officials, and the League of California Cities New Members Academy is open to all newly elected or appointed members of the City Council.

b. In-state travel requires elected officials to meet the criteria for official travel.

Official Travel – Out-of-state

a. Out-of-state travel is approved in advance annually with the respective department's Operating Budget

b. Out-of-state travel is limited to a maximum of two elected officials per conference, with the exception of United States Conference of Mayors and National League of Cities conferences and meetings.

c. Out-of-state travel requires elected officials to meet the criteria for official travel.

Official Travel – International

a. International travel is limited to a maximum of three elected officials per trip.

OFFICIAL TRAVEL BY ELECTED OFFICIALS (cont.)

b. International travel may be initiated by invitation or commemoration of anniversaries with the City of Santa Clara's sister cities.

c. International travel requires elected officials to meet the criteria for official travel.

d. International travel is approved in advance annually in the respective department's Operating Budget and must be submitted in advance to the City Council for approval with sufficient time to ensure that, if approved by Council, arrangements can be made before the first day of travel.

Official Travel – Other
For any official travel that has not been pre-approved in the respective department's Operating Budget, requests for travel approval must be submitted to the City Council with sufficient time to ensure that, if approved by Council, arrangements can be made before the first day of travel.

a. Requests for travel approval must meet all of the criteria for official travel.

b. Requests for travel approval require 5 votes from the City Council.

c. When reviewing and considering approval of requested travel by elected officials, the City Council shall ensure compliance with the Brown Act (California Open Meeting Requirements for Local Legislative Bodies).

PROCEDURE

Prior to incurring expenses, review policy to ensure proposed expenses are allowed based on the criteria established within this policy.

Within fifteen (15) business days of an expense being incurred, elected officials submit to the City Auditor an expense report form, accompanied by receipts, documenting the amount and purpose of each expense and how it meets the requirements of this policy. Course materials must be turned into the respective department's library for open accessibility, except for safety-sensitive materials.

OFFICIAL TRAVEL BY ELECTED OFFICIALS (cont.)

The elected official must file a written or oral report to the City Council within fifteen (15) business days or at the next City Council meeting immediately following any travel attended at City expense, with the criteria outlined within this policy.

OFFICIAL TRAVEL BY THE CITY COUNCIL

POLICY

The purpose of this policy is to establish guidelines for official City Council travel. Travel must serve a legitimate public purpose, be conducted in a fiscally responsible manner, and comply with the City of Santa Clara Code of Ethics and Values. All expenses are subject to review by the City Auditor to ensure transparency and accountability.

Aligned with the City of Santa Clara Code of Ethics and Values, the City is committed to fiscal responsibility and the prudent use of public resources to protect long-term financial stability. To promote open and transparent government, the City Council establishes guidelines for official travel by Councilmembers.

Travel by City Councilmembers is permitted and reimbursable when it serves a valid public purpose. This policy defines the types of expenses that are authorized during official travel and outlines the procedures for reimbursement. Reimbursements will not exceed the limits set forth in these guidelines.

All travel expenses are subject to review and verification by the City Auditor to ensure compliance with this policy and eligibility for reimbursement.

This policy governs City-funded travel only. It does not address reporting obligations for travel paid by non-City entities. City Councilmembers remain responsible for complying with all Fair Political Practices Commission (FPPC) reporting requirements regarding non-City payments for travel.

ELIGIBILITY AND CRITERIA

Official Travel

The City's annual operating budget for the Mayor and Council office includes funding allocated for official City travel. Travel meeting the criteria of this policy may be allowed as long as funding is available.

Official travel may be authorized when it meets one or more of the following:

1. Official Duties: Related to the Councilmember's elected role, committee assignment, or legislative priority (e.g. committee or liaison assignment, task force assignment, or council assignment).

OFFICIAL TRAVEL BY CITY COUNCILMEMBERS (cont.)

2. Professional Development: Conferences, meetings, workshops, trainings or educational seminars that build skills or knowledge relevant to City service.

3. Representation: Participation in regional, state, or national organizations that promote and advance the interests of the City.

4. Multiple Attendees: When several Councilmembers request attendance at the same event, priority will be based on committee or legislative assignment; submission date of request; budget availability; and compliance with Brown Act quorum requirements If multiple members of the City Council elect to attend the same event for travel, Councilmember(s) may attend based on available department budget or based on a committee assignment or legislative priorities of interest.

~~a. All requests for additional budget approval must meet all criteria for official travel.~~
~~b. Requests for travel approval requires five votes from the City Council.~~

Types of Travel

a. Local travel is defined as 50 miles or less from Santa Clara City Hall for single-day events which meet the official travel criteria above.

b. Local travel may require overnight lodging and may be approved by the City Manager depending on whether an extensive commute is required to attend the conference/event.

c. In-State Travel exceeding 50 miles must meet the official travel criteria above which may include: League of California Cities Annual Conference, League of California Cities New Members Academy.

d. Out-of-State travel are for events such as the United States Conference of Mayors and National League of Cities conferences and other meetings.

OFFICIAL TRAVEL BY CITY COUNCILMEMBERS (cont.)

e. International travel is allowed for all City Councilmembers. International travel may be initiated by invitation or commemoration of anniversaries with the City of Santa Clara's Sister Cities or Friendship Cities or international delegation.

PROCEDURES

Travel Arrangements

Travel arrangements should be made as far in advance as possible to obtain the best possible fares, early bird and discounted rates, and to avoid late registration fees.

1) Prior to travel, Councilmembers must submit a written request to City staff stating the purpose and benefit to the City.

2) City staff will verify available funds and prepare the pre-authorization form.

3) The City Manager or designee approves the pre-authorization form.

REIMBURSABLE EXPENSES

Lodging

Lodging is covered for approved travel, including the night before and the night after an event. Itemized receipts are required, and reimbursement is limited to actual costs.

If no specific lodging site is designated for official City business, the City will reimburse the actual cost of lodging at an alternative location.

Meals

Meal expenses are reimbursed, including tax and tips and incidentals, up to the General Services Administration (GSA) per diem rate for the destination (http://www.gsa.gov/perdiem) for a full day of travel. Itemized receipts showing the expense amount are required for Councilmembers to receive reimbursement. In the case an itemized receipt is missing and efforts to obtain a copy are not available, a review may be made to authorize the full per diem reimbursement amount. Reimbursements are capped at the GSA amounts detailed online.

The Meals & Incidental Expenses will be used to generate the per diem

OFFICIAL TRAVEL BY CITY COUNCILMEMBERS (cont.)

rate for meals. Any meals provided as part of the conference, event, or hotel, must be deducted from the reimbursement as listed on http://www.gsa.gov/mie .

Alcohol, guest meals, and hotel incidentals (e.g. in-room services) are not eligible for reimbursement.

Transportation

Use of City /Private Vehicles: City vehicles are available for in-state or local travel. Councilmembers shall be compensated for the use of their private vehicles for approved business travel at the federal GSA standard rate, provided that it is the most logical and least expensive method of transportation.

To drive a vehicle on City business, Councilmembers must possess a valid California driver's license. A driver of a privately owned vehicle must carry liability insurance coverage, and be responsible for any damage, service, or repair to the car occurring on the trip, as these costs are included in the City's per mile cost reimbursement.

Bridge Tolls/Parking: Bridge tolls and parking fees incurred while traveling on City business are reimbursable with receipts. Councilmembers shall obtain itemized receipts and submit them with their Travel Expense Reports.

Train /Other Mass Transit: Councilmembers shall be compensated for train or other mass transit fares and fees provided that it is the most logical and least expensive method of travel.

Ground Transportation: Supplementary transportation within the destination city shall be accomplished by hotel courtesy buses, local shuttle services or public transportation, if available and logical. Taxi or rideshare may also be used.

Rental Vehicles: Rental vehicles shall only be used when no practical alternative exists; in such cases, Councilmembers must select economy class vehicles, and optional insurance is not reimbursable.

Airfare: Airfare must be booked at the lowest reasonable fare that provides the most direct route. Air travel options shall not be limited to

OFFICIAL TRAVEL BY CITY COUNCILMEMBERS (cont.)

a specific airline. Refundable tickets are permitted if there is a risk of cancellation. One checked bag is reimbursable. Any unused credits from official travel must either be applied to future City travel or reimbursed to the City.

If travel arrangements must be canceled, Councilmembers are expected to notify staff as soon as practicable to allow sufficient time to avoid or minimize additional costs to the City.

Expense Report

- All itemized receipts and documentation must be submitted within thirty (30) business days of travel to staff for processing with the City Auditor's Office.
- Expense and mileage reports must document that the expense meets the requirements of this policy. Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.
- **Non-reimbursable expenses:** Expenses that are personal, political, or entertainment related are not eligible for reimbursement. Alcohol expenses for family members or guests, and costs associated with extending a trip for personal reasons are also non-reimbursable.

Rewards and Promotional Benefits

Councilmembers may earn frequent flyer miles or other travel rewards (such as airline, hotel, or vendor loyalty points) while on official City travel. However, if personal frequent flyer miles or other reward points are used to purchase tickets or services for City business, the value of those tickets or services is not reimbursable.

Promotional benefits or materials received during official travel, if obtained under the same conditions as those offered to the general public and at no expense to the City, may be retained for personal use.

OFFICIAL TRAVEL BY CITY COUNCILMEMBERS (cont.)

Reports by City Councilmembers

Councilmembers must provide either a written or oral report to the City Council within fifteen (15) business days of their return, or at the next City Council meeting, whichever comes first. This requirement applies to travel funded by the City as well as travel undertaken in an official capacity that is funded by a non-City entity. Any course or conference materials received may be shared in digital format with the full City Council.

~~The report shall include, but is not limited to:~~

- ~~A listing of any workshops, presentations, educational seminars, speeches, or other sessions attended with summary and/or descriptions of information gathered~~
- ~~A listing of meeting(s) held during travel with legislators, other governmental officials, or groups with subjects addressed during the meeting(s)~~
- ~~A listing of any speeches, presentations, or other speaking roles during travel~~

~~**Course Materials**~~

~~Course materials received may be shared with the Mayor and Council Office staff to include in a digital format to share with the full City Council. the Council Library or elected official's respective department's library, as applicable, for open accessibility, except for safety-sensitive portions of such materials.~~

City Manager's Directive 028
Travel Policy

POLICY

The City of Santa Clara (the "City") expects to pay all reasonable costs incurred by City employees traveling on approved City business; and City employees are expected to use sound fiscal stewardship when expending public funds, and to travel in the most logical and least expensive manner possible.

PURPOSE

The purpose of this Travel Policy (the "Policy") is to define the City's expectations of its employees who travel in connection with their work responsibilities and to clarify which expenses the City will fund and which expenses are considered the personal responsibility of the traveler. This policy is not intended to cover short trips during work hours made by employees in the course of their regularly assigned work duties.

Local Travel

Local travel is travel necessary to conduct official City business and is performed by the most direct route within and adjacent to an employee's official worksite. Local travel is defined as less than 50 miles from the employee's home or place of business, whichever is the shortest distance. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance. The City will not pay for lodging or per diem meal expenses related to local travel as defined above. The City will pay for transportation and parking costs related to the local travel.

Employees can settle their allowable local travel expenses through the petty cash reimbursement process if the request is less than the petty cash limit at the time of reimbursement. Requests larger than the petty cash limit require an accounts payable request for payment.

Conference and Meeting Attendance

City employees shall be authorized to join professional and public organizations and attend the meetings and conferences held by such organizations subject to adequate budget appropriations and adherence to this policy.

General Procedures and Guidelines

The Policy shall be reviewed annually by the City Auditor's Office to ensure its consistency with respect to the City's objectives and any modifications must be approved by the City Manager.

Travel Authorization

A. City Manager Pre-Travel Authorization Form Required.

City Manager (or designee) authorization is required in advance of travel or the commitment of City funds for the following:

- Travel by Department Directors
- Out-of-State travel by any staff
- Any exception to this policy

Authorization shall be sought via submittal of a Pre-Travel Authorization Form (Attachment A).

B. Department Director Pre-Travel Authorization Form Required.

In-state, overnight travel requires the approval of a Department Director via submittal of a Pre-Travel Authorization Form in advance of travel and the commitment of City funds.

C. Department Director or Designated Supervisor Authorization Required.

A pre-travel authorization form is not required for local travel as defined above, where meal reimbursement, overnight or out-of-state travel is not concerned. Employees are required to obtain approval from their supervisor prior to any business travel for which the City is expected to pay for mileage, bridge tolls and/or parking. This approval can be via email, with a copy of email approval submitted with travel costs. Itemized receipts are necessary to receive reimbursement for all expenses whether through petty cash or accounts payable request for payment. An employee may not approve their own travel documentation under any circumstances.

Travel Arrangements

Travel arrangements shall be made as far in advance as possible to obtain the best possible fares and rates. Registration for conferences and training shall be made far enough in advance to take advantage of early (discounted) fees, and to avoid late

registration fees. If travel arrangements must be cancelled for any reason, the person who made the arrangements shall cancel them in sufficient time to prevent the City from incurring unnecessary costs when possible.

At the Department Director's discretion, one or more persons may be designated as a Travel Coordinator and be assigned responsibility for making travel arrangements for all business travelers within a department. It is the City's preference that all travel be booked by designated Travel Coordinators using their City Procurement Cards to secure travel arrangements ahead of all travel. Individual travelers may make their own travel arrangements with their personal credit cards and be reimbursed if it is not feasible for a travel coordinator to do so.

Transportation

Travelers shall use whatever mode of transportation is the most reasonable and least expensive. When planning the transportation portion of a trip, the employee shall consider all aspects of cost to the City including daily expenses, overtime, lost work time as well as actual transportation costs.

Use of a mode of transportation other than the most reasonable and least expensive must be documented and have advance approval from the employee's Department Director. The City will pay only the cost of the most reasonable and least expensive mode. If the mode of transportation is determined to be a City vehicle, the traveler shall comply with the City Manager's Directive (CMD) 21 Use and Maintenance of City Vehicles Including General Government/Public Works Pool Vehicles. The difference between the selected mode and the least expensive mode shall be documented and considered the employee's personal expense at the time of travel authorization. This paragraph does not apply to special accommodations made to qualified employees under the Americans with Disabilities Act provided that the alternate mode of transportation is approved in advance.

A. Air Travel.

Employees shall not limit their air travel options by specifying an airline. The airline offering the lowest fare for a reasonable route shall be selected.

B. Use of Personal Vehicle.

With the exception of employees who have been assigned a City vehicle or who receive a car allowance, employees shall be compensated for the use of their private vehicles for business travel at the current IRS standard mileage rate, provided that it is the most reasonable and least expensive method of transportation. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance.

Employees that receive a car allowance and are required to travel greater than 50 miles from their work location or residence, whichever is the shortest distance, are eligible to be compensated for the use of their private vehicle for business travel at the current IRS standard mileage rate for miles traveled over 50 each way of the trip (e.g. if travel destination is 80 miles from the work location and 70 miles from the residence, then the employee will receive reimbursement for 20 miles (70-50=20)).

Employees who do not receive a car allowance may also be compensated at the current IRS standard mileage rate for the use of their private vehicles for routine travel on City business between City facilities or to other locations in Santa Clara or the adjoining communities. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance. Employees must keep a log of such routine travel using the Mileage Reimbursement Log (Attachment C). Expense reimbursements for this type of mileage must be submitted monthly.

The City will reimburse all expenses, such as bridge tolls and parking fees, incurred as the result of an employee's authorized use of a vehicle while traveling on City business. Employees requesting reimbursement for the payment of such expenses shall obtain itemized receipts and submit them as part of their travel expenses on the Travel Expense

Form. Also, whenever possible, employees attending the same event shall travel together to minimize expenses.

To drive a City or privately-owned vehicle on City business an employee must possess a valid California driver's license. An owner/driver of a privately-owned vehicle used for City business must carry adequate liability insurance coverage in accordance with applicable State law, and be responsible for any damage, service, or repair to the car occurring on the trip, as these costs are included in the City's per mile cost reimbursement.

In addition, the employee shall charge any additional personal time spent outside of the normal reasonable travel time during normal work hours to vacation or a similar leave.

C. Train and Other Mass Transit.

Employees shall be compensated for train or other mass transit fares and fees provided that it is the most logical and least expensive method of travel to the conference, conference related events, or meeting site. Any incremental cost beyond the basic cost required for the employee to attend a conference or meeting shall be paid for by the employee. In addition, the employee shall charge any additional personal time spent outside of the normal reasonable travel time during normal work hours to vacation or a similar leave.

D. Ground Transportation at Destination.

Supplementary transportation within the destination city shall be accomplished by hotel courtesy buses or local shuttle services, if available. Taxi or ride-share (Uber/Lyft) service shall be used only when no other convenient, less costly mode of transportation is available for the employee to travel to the conference, conference related events, or meeting site. Any incremental cost beyond the basic cost required for the employee to attend a conference or meeting shall be paid for by the employee.

E. Rental Vehicles.

Rental vehicles shall be used only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical and must be authorized in advance by the Department Director. If a rental vehicle is authorized, employees shall request the least expensive vehicle category that meets their needs. Employees are required to purchase and shall be reimbursed for optional insurance coverage for the rental vehicle. Optional insurance coverage shall include Damage Waiver (DW) (also referred to as Collision Damage Waiver (CDW)) and third-party liability coverage.

F. Travel Time.

Travel time is compensable under certain conditions identified in the Fair Labor Standards Act (FLSA). As a charter city, the City follows current FLSA regulations for determining the compensability for travel time. The FLSA regulations are available at: http://www.dol.gov/whd/regs/compliance/whdfs22.htm

Lodging

The City will pay lodging expenses for approved City travel, including the evening preceding or subsequent to a meeting or business event when the employee would otherwise have to travel from his/her residence before 6 a.m. or after 9 p.m. to reach or return from his or her destination. Local travel, as defined previously in this policy, does not qualify for City paid lodging expenses.

Employees are expected to use the most cost-effective lodging reasonably available. When a conference or training session is held at a specific hotel, the City shall pay for actual lodging expenses up to the standard lodging rate advertised by the conference or training sponsor unless approved by the Department Director as part of the travel authorization process.

When there is not a specific lodging site associated with official City business, the City shall pay for actual lodging expenses up to the

GSA maximum rate allowed by location (http://www.gsa.gov/perdiem). Note that the GSA maximum rate applies to the base room rate only and does not include taxes. Any exception to applying the GSA rate due to the current market rates in the area of travel must be documented in writing and approved, pre-travel, by the Department Director.

Every effort shall be made to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The lodging should also be clean, safe and appropriate for business travel. Government rates are often available and should be sought. The City will pay for standard room accommodations at the most cost-effective lodging reasonably available. Any incremental cost beyond that of a standard room shall be paid for by the employee unless a written exception has been approved by the City Manager (or designee).

Room reservations may be made in advance using a City procurement card and the employee should request a copy of the hotel's credit card authorization receipt as applicable. This will be used to authorize the hotel to charge the total room cost, including all taxes, on the Travel Coordinator's purchasing card. Employees shall personally pay for any additional expenses incurred, such as movie rental, mini-bar bills, room service, etc.

Employees shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the employee's personal expense unless failure to cancel the reservation was due to circumstances reasonably beyond the employee's control.

Meals

A. Overnight Travel

The City will pay for an employee's meals during authorized travel, including tax and tips and incidentals, up to the per diem amount established by the GSA for the destination location (available at: http://www.gsa.gov/perdiem) for a full day of travel. Per GSA, rules, employees are only eligible for 75 percent of the total per diem amount on the first and last travel day. The Meals & Incidental Expenses (M&IE) column will be used to generate the per diem rate for meals. Use the guide on http://www.gsa.gov/mie to breakdown

the per diem amount for each meal. For any meal that is provided by the conference or hotel the appropriate meal amount listed on http://www.gsa.gov/mie must be deducted from the reimbursement request.

The City will not pay for the following:

- Meals that the employee elects to purchase from another source when the meals are included in the cost of a conference, training registration fee, or hotel stay. In the event an exception is granted due to dietary restrictions, the meal will be reimbursed on an actual expense basis, up to the applicable GSA rate.
- Alcoholic beverages.

B. Non-Overnight Travel

With regard to partial days of travel that is not overnight but exceeds the local travel guidelines detailed above, the City will pay for meals on a pro-rated basis using GSA meal amounts, as follows:

- If the partial day includes travel before 8 a.m., the City will pay for the employee's breakfast.
- If the partial day includes travel between 11 a.m. and 1 p.m., the City will pay for the employee's lunch.
- If the partial day includes travel after 5 p.m., the City will pay for the employee's dinner.

Miscellaneous Fees/Business Expenses

A. Gratuities/Tips.

The City will pay reasonable and customary gratuities and tips during City business travel, which are included in the standard per diem rate per GSA guidelines.

B. Business Expenses.

The City will pay for goods and/or services deemed necessary for the completion of official business, such as printer, copier, and computer usage, etc.; for internet usage at actual cost and for all business telephone calls. Cellular phones are often more cost-effective than using hotel phones

directly and should be considered as a primary option. Whenever possible, employees shall anticipate the need for supplies and shall take whatever they will need with them instead of buying supplies at their destination.

C. Baggage Fees.

If the airline charges for all checked baggage, the City will cover the cost for one checked bag only. Excess baggage charges are not reimbursable.

D. Personal Expenses.

Personal expenses will not be paid by the City. In addition to those items identified as personal expenses throughout this Policy, personal expenses include early bird flight check-in fee, change flight fee (except as otherwise set forth in this Policy), personal transportation costs outside of the conference or conference event site, personal telephone calls, in-room movies, spas and gyms, optional recreational events in connection with a conference, laundry or dry cleaning, miscellaneous sundries, or other items of a personal nature.

Personal travel shall not be mixed with business travel if it will result in (1) additional costs to the City, (2) employee engaging in personal travel while be compensated, or (3) harming the City's interest in any way. Any extension of a trip for personal travel must be accompanied by Director approval and supporting documentation of what the trip would have cost with the original business itinerary. The City will reimburse the lesser of the original business itinerary cost or the extended trip cost due to personal travel. Any additional cost from the original business itinerary must be covered by the employee. The City will not pay for any expenses of a spouse or other person who accompanies an employee on business travel.

Settlement of Trip Expenses

Payment of travel expenses incurred during the trip using City procurement cards is not permitted. Purchase cards may be used to pre-pay expenses such as flights, hotel, car rental, or conference registration (preferably by a Travel Coordinator) or may pay these expenses by invoice through accounts payable.

Allowable expenses per this policy during the trip are to be paid out of pocket by employees and reimbursed upon completion of travel. The City will not provide any advance payment of travel costs directly to employees.

Travel Reimbursement

All employee travel reimbursement requests require either direct supervisor or Department Head approval prior to submitting to the City Auditor. Direct supervisors can approve expense reimbursement requests if there is no greater than a 10% variance between the pre-approved travel estimate and the actual expense reimbursement requested. Any reimbursement request with a difference greater than 10% of the pre-approved estimate must be approved by the Department Director.

The City Auditor's Office is responsible for review and has final approval of travel expense reimbursement requests. Approval shall be based upon the employee's compliance or non-compliance with the requirements of this policy. Once approved by the City Auditor, the reimbursement request will be forwarded directly to accounts payable for processing and email notification will be provided to travel coordinators and/or the employee.

Within 30 days of an employee's return from a business trip, a final, department approved expense report associated with the trip shall be submitted to the City Auditor to be eligible for any reimbursement. The employee must complete a signed Travel Form and supporting documentation to substantiate all reported expenses with the exception of meals, as these are reimbursed based on GSA per diem rates. The documentation should be in its original form and include the following, if applicable:

- Pre-travel request authorization as defined by this policy
- Invoice and trip itinerary from vendor
- Event brochure or agenda for conference, training, or special event

- Any certificates of completion associated with event
- Airfare receipt showing the travel dates and time
- Parking receipts showing the travel date and amount paid
- Transportation receipts showing the travel date and full address to/from the event location
- Car rental receipt showing the dates and number of days
- Final itemized hotel bill or statement showing all charges
- Documentation showing miles between destination and the employee's work location or residence to substantiate the shortest distance driven for mileage
- A brief written explanation if a reporting item doesn't have supporting documentation.

It is the employee's responsibility to submit the travel expense reimbursement request within the specified timeline.

Uncompleted training will not be paid by the City unless the employee's failure to complete the training was due to a cause outside the employee's control as documented with a memorandum.

Advances

The City does not offer advances to employees for travel.

Exceptions to this Policy

This Policy does not claim to address all contingencies and conditions. However, any exception requires City Manager (or designee) approval in writing for anticipated/known exceptions or unanticipated/unplanned expenses. Requests for exceptions should be accompanied by the traveler's written justification for the expense.

Examples of exceptions to this policy include, but are not limited to, the following:

- Unusual business expenses
- Per diem and/or lodging expenses which exceed GSA limits
- The purchase of one or more meals from another source even though they were included in a conference and/or seminar registration fee
- The use of an alternate mode of transportation
- Lodging expenses incurred during local travel
- Travel costs exceeding available budget appropriations

City Auditor to Conduct Periodic Audits	The City Auditor shall conduct periodic audits in accordance with generally accepted government auditing standards to ensure compliance with this travel policy. Audit results shall be submitted to the City Council.

Cross References:
CMD 49 - Membership in Professional Societies and Associations
CMD 21 - Use and Maintenance of City Vehicles Including General Government/Public Works Pool Vehicles

Attachments:
A – Travel Authorization Form
B – Travel Expenses Reimbursement Form
C – Mileage Reimbursement Log

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA AMENDING COUNCIL POLICY 043 OFFICIAL TRAVEL BY CITY COUNCILMEMBERS

WHEREAS, a draft of Council Policy 043, "Official Travel by City Councilmembers" ("Draft Policy") was presented to the Governance and Ethics Committee ("Governance and Ethics Committee") for their consideration on September 8, 2025 for review and revision as part of Council policies and procedures to further clarify guidelines for official travel by City Councilmembers, define reimbursable expenses for official travel, and ensure compliance with fiscal responsibility standards; and

WHEREAS, the Governance and Ethics Committee approved the Draft Policy in substantial form, with revisions, and directed staff to present the Draft Policy to the City Council for its consideration and adoption; and,

WHEREAS, City staff updated the Draft Policy and presented it to the City Council for their consideration at their December 16, 2025 City Council meeting; and

WHEREAS, Council considered the Draft Policy, heard public comment, and provided direction to staff regarding any requested modifications; and

WHEREAS, such modifications include updated guidelines and procedures for the Official Travel by City Councilmembers for the City of Santa Clara.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA AS FOLLOWS:

1. Council Policy 043, entitled "Official Travel by City Councilmembers", attached here as Attachment 1, is hereby approved and adopted commencing December 16, 2025 until further amended. The Policy shall continue in effect until otherwise affirmed, modified or terminated by vote of the City Council.

2. Staff is directed to take such other actions as are necessary to implement, post and distribute the Policy, including preparation and presentation to the City Council of any necessary

modifications to reflect the new policy.

3. Effective date. This resolution shall become effective immediately, with the Council Policy 043 to go into full effect upon December 16, 2025.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 16th DAY OF DECEMBER 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments to be incorporated by reference:
1. Council Policy 043, entitled, “Official Travel by City Councilmembers”

25-1023 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT

Action on Recommendations from Governance and Ethics Committee for Updates to Council Policy 006 ("Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events")

BACKGROUND

As background, Council Policy 006 ("Guidelines for Commissioners Attendance at Conferences and Training Events") (Attachment 1) was identified for review and revision as part of the Governance and Ethics Committee (Committee) workplan. The policy establishes guidelines for official travel by members of City Commissions, Boards and Committees, defines reimbursable expenses for official travel, and ensures compliance with fiscal responsibility standards.

At the September 8, 2025 Committee meeting, staff presented proposed amendments to Council Policy 006 which included general cleanup language, clarifications, and additional procedures.

During its discussion, the Committee Provided further direction regarding reimbursable meal rates. The existing policy limited reimbursement for meals on the first and last day to 75% of the applicable U.S. General Services Administration (GSA) per diem rate. Committee members noted that actual travel schedules may necessitate full meals regardless of departure or return timing and recommended updating the policy to allow reimbursement at 100% of the GSA per diem rate for all days of authorized travel.
The Committee also emphasized the importance of ensuring sufficient budget resources for Commissioner and Committee members. The Committee recommended that City staff liaisons actively promote and encourage available trainings and conferences to help support the development of Commissioners, Board, and Committee members.

The Committee approved the staff recommendations to amend Council Policy 006 with the following change:

1. Remove the 75% GSA limitation for the first and last days of travel and allow for reimbursement at 100% of the GSA rate for all travel days.

DISCUSSION

The proposed Council Policy 006 (retitled “Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events”) (Attachment 2) are presented for City Council review and consideration Key proposed changes include the following:

1. Title: The title is updated to “Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events” to clarify that the policy applies to all

members of Commissions, Boards, and Committees.

2. Criteria for Official Travel: New language clarifies that overnight lodging is not permitted for local travel, defined as less than fifty miles from Santa Clara City Hall. Exceptions may be approved by the City Manager when an extensive commute would otherwise be required.

3. Procedures for Travel: The revised policy outlines the process:

   - Travel arrangements should be made as early as reasonably possible to secure the best available fares, early bird/ discounted rates, and avoid late registration fees.

   - All itemized receipts and documentation must be submitted within thirty (30) business days of travel for processing by staff with the City Auditor's Office.

   - Expense and mileage reports must demonstrate that the expense meets policy requirements; failure to do so in a timely manner may result in the cost being borne by the Commission or Committee member.

   - Non-reimbursable expenses: Personal, political, or entertainment related expenses are not reimbursable. Alcohol expenses for family members or guests, as well as costs associated with extending travel for personal reasons, are also non-reimbursable.
   - Extending travel outside the approved travel authorization (including additional days or weekends) does not entitle the traveler to reimbursed for for associated expenses, included lodging, meals, or airfare differences.

4. Reimbursable Expenses: new section provides detail on allowable reimbursement expenses.

   a. Lodging: Lodging is reimbursable for approved overnight travel, limited to actual costs with receipts. If no official hotel is designated, alternative lodging may be reimbursed.

   b. Meals: Where a conference Includes meals in its registration cost, separate meal reimbursements will not be provided unless related to dietary restrictions. Reimbursement is available during authorized overnight travel, capped at the GSA per diem rate for the destination. First and last travel days are reimbursed at 100% of the GSA rate. Alcohol, guest meals, and hotel incidentals (e.g., in-room services) are not reimbursable.

      Alcohol, guest meals, and hotel incidentals (e.g. in-room services) are not eligible for reimbursement.

   c. Transportation: Eligible costs include mileage at the GSA rate for private vehicles, bridge tolls and parking (with receipts), train or mass transit fares, local shuttle or public transportation, and rideshare or taxi when appropriate. Airfare must be booked at the lowest reasonable direct fare. Refundable tickets are permitted. One checked bag is reimbursable. Unused credits must be applied to future City travel or reimbursed to the City.

5. Rewards and Promotional Benefits: Committee Members and Commissioners may retain frequent flyer miles or similar rewards accrued during City travel. However, if personal Frequent flyer miles or other reward points are used to purchase travel for City business, the value is not reimbursable.

The Goverrnance and Ethics Committee recommends the City Council approve the proposed amendments to amend Council Policy 006 ("Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events") and approval by Resolution (Attachment 3).

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the recommendation.

COORDINATION

This report was coordinated by the City Manager's Office, City Auditor's Office and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Committee agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt a Resolution Approving the Recommendation from the Governance and Ethics Committee to amend Council Policy 006 ("Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events") in the form presented.

Reviewed by: Maria Le, Assistant to the City Manager, City Manager's Office
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Current Council Policy 006 ("Guidelines for Commissioners Attendance at Conferences and Training Events")
2. Proposed Council Policy 006 ("Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events")
3. Resolution

GUIDELINES FOR COMMISSIONERS FOR ATTENDANCE AT CONFERENCES AND TRAINING EVENTS

PURPOSE

The purpose of this Policy is to establish criteria for Boards and Commissions travel to conferences and training events.

POLICY

Each City Commission has a separate budget to pay for members' attendance at appropriate conferences and training programs. These guidelines were established by the City Council in 1997 and amended in 2003 and 2010 based on the City's Budget Principles. In general, the policy discourages international and out-of-state travel for conferences and training events.

TRAVEL GUIDELINES

1. Official travel must be related to the Commissioner's roles or duties and approved by the City Commission.
2. Attendance at conferences and training events should be rotated as much as feasible among members of each City Commission.
3. All travel requests must be pre-approved by the Board or Commission prior to travel arrangements. Exceptions will be made for urgent or late travel requests, which occur before the Board or Commission convenes, these requests may be approved by the City Manager.
4. The City of Santa Clara is fiscally responsible and endorses the proper use of City assets to help ensure the City's fiscal stability. If the City Commission believes that the out-of-state conference is highly important, and if sufficient funding is available within the existing budget then approval by the City Manager is required.
5. No more than two members of a City commission may attend any specific out-of-state conference or training event.
6. No more than three members of a City commission may attend any specific conference and training event held within the State of California. If more than three members of a City commission wish to attend a conference within the State of California, if sufficient funding is available within the existing budget, working with the staff liaison, the City Commission may send more than three members to the conference upon a vote of the City Commission, without requiring additional City Council approval.

GUIDELINES FOR COMMISSIONERS FOR ATTENDANCE AT CONFERENCES AND TRAINING EVENTS

7. Attendance at an international conference or training held outside of the United States requires special approval by the City Council. Out-of-country travel is not recommended.
8. One-day meetings that do not require an overnight stay are allowed as long as the total budget is not exceeded.
9. Overnight lodging for travel may be approved by the City Manager depending on whether an extensive commute is required to attend the conference/event.
10. A special situation exists for the Historical & Landmarks Commission which has a formally designated advisor as required for the City's Certified Local Government status. The Commission may choose to send the advisor instead of a member of the commission.
11. Per AB 1234 requirements, Commissioners should report verbally on conference and training attendance at the subsequent meeting of the Commission. A brief written report from the Commissioner may be substituted for the verbal report. (See the "Resource Material" section of "Board and Commission Handbook and Survival Guide" for more information.)

RESOLUTION NO. 23-9245

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING COUNCIL POLICY 006 ENTITLED "GUIDELINES FOR COMMISSIONERS FOR ATTENDANCE AT CONFERENCE AND TRAINING EVENTS"

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara Council Policy Manual includes policies and procedures by which the City Council, Boards, Commissions, Standing and Ad Hoc Committees, shall conduct City business and activities;

WHEREAS, the City Council of the City of Santa Clara takes its stewardship of the City's finances and oversight to ensure public resources should only be used where there is a substantial benefit to the City of Santa Clara; and

WHEREAS, the Council Policy 006 on Guidelines for Commissioners for Attendance at Conferences and Training Events establishes the criteria, procedures and guidelines for official travel by Commissioners to ensure that public funds are expended for travel only when it serves a purpose for the City of Santa Clara.

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NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the amended Council Policy 006 ("Guidelines for Commissioners for Attendance at Conferences and Training Events"), attached hereto as Attachment 1, is hereby approved and adopted by the City Council of the City of Santa Clara.

2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 11TH DAY OF JULY, 2023, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Becker, Chahal, Hardy, Jain, Park, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Council Policy 006

GUIDELINES FOR CITY COMMISSIONS, BOARDS AND COMMITTEES FOR ATTENDANCE AT CONFERENCES AND TRAINING EVENTS

POLICY

The purpose of this policy is to establish guidelines for official travel of City Board and City Commissioners who travel to conferences and training events.

Aligned with the City of Santa Clara Code of Ethics and Values, the City is committed to fiscal responsibility and the prudent use of public resources to protect long-term financial stability. To promote open and transparent government, the City Council establishes guidelines for official travel by members of City Boards and Commissions. In general, the policy discourages international and out of state travel for conferences and training events.

This policy defines the types of expenses that are authorized during official travel and outlines the procedures for reimbursement. Reimbursements will not exceed the limits set forth in these guidelines.

All travel expenses are subject to review and verification by the City Auditor to ensure compliance with this policy and eligibility for reimbursement.

CRITERIA FOR OFFICIAL TRAVEL

1. Official travel must be related to the Commissioner or Boardmember's roles or duties and approved by the City Commission/Board.
2. Attendance at conferences and training events should be rotated as much as feasible among members of each City Commission/Board.
3. All travel requests must be pre-approved by the Board or Commission prior to travel arrangements. Exceptions will be made for urgent or late travel requests, which occur before the Board or Commission convenes, these requests may be approved by the City Manager.
4. If the Board or Commission believes that an out-of-state conference is highly important, and if sufficient funding is available within the existing budget, then approval by the City Manager is required.

GUIDELINES FOR CITY COMMISSIONS, BOARDS AND COMMITTEES FOR ATTENDANCE AT CONFERENCES AND TRAINING EVENTS

5. No more than two members of a City Commission may attend any specific out-of-state conference or training event.

6. No more than three members of a City Commission / Board may attend any specific conference and training event held within the state. If more than three members of a City Commission/Board request to attend a conference within the State of California, if sufficient funding is available within the existing budget, the City Commission may send more than three members to the conference upon a vote of the Commission/Board, without requiring additional City Council approval.

7. Single-day meetings and events that do not require and overnight stay are allowed as long as the total budget is not exceeded.

8. Attendance at an international conference or training held outside of the United States requires special approval by the City Council. Out-of-country travel is not recommended.

9. Overnight lodging is not allowed for local travel, local travel is defined as 50 miles for less rom Santa Clara City Hall.

10. Overnight lodging for travel may be approved by the City Manager depending on whether an extensive commute is required to attend the conference/event.

11. A special situation exists for the Historical & Landmarks Commission which may have a formally designated advisor ~~as required for the City's Certified Local Government status~~. The Commission may choose to send the advisor instead of a member of the commission.

12. Per AB 1234 requirements, Commissioners/Boardmembers should report verbally on conference and training attendance at the subsequent meeting of the Commission. A brief written report may be substituted for the verbal report. ~~(See the "Resource Material" section of "Board and Commission Handbook and Survival Guide" for more information.)~~

GUIDELINES FOR CITY COMMISSIONS, BOARDS AND COMMITTEES FOR ATTENDANCE AT CONFERENCES AND TRAINING EVENTS

PROCEDURE

Travel arrangements should be made as far in advance as possible to obtain the best possible fares, early bird and discounted rates, and to avoid late registration fees.

1) All itemized receipts and documentation must be submitted within thirty (30) business days of travel to staff for processing with the City Auditor's Office.

2) Expense and mileage reports must document that the expense meets the requirements of this policy. Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

3) **Non-reimbursable expenses:** Expenses that are personal, political, or entertainment related are not eligible for reimbursement. Alcohol expenses for family members or guests, and costs associated with extending a trip for personal reasons are also non-reimbursable.

An extension of the trip outside of the official travel pre-authorization period to include additional days or weekends for personal reasons, does not entitle the traveler to be reimbursed for any expenses on extra days including lodging, meals or additional airfare expenses.

REIMBURSABLE EXPENSES

Lodging

Lodging is covered for approved overnight travel, including the night before and the night after an event. Receipts are required, and reimbursement is limited to actual costs.

If no specific lodging site is designated for official City business, the City will reimburse the actual cost of lodging at an alternative location.

Meals

Where a conference or other event includes a meal or meals as part of the costs of the activity, no separate meals will be reimbursed unless due to dietary restrictions. The City will pay for the meals for Commissioners/Boardmembers during authorized **overnight travel only** as detailed below.

Meal expenses are reimbursed, including tax and tips and incidentals, up to the General Services Administration (GSA) per diem rate for the

GUIDELINES FOR CITY COMMISSIONS, BOARDS AND COMMITTEES FOR ATTENDANCE AT CONFERENCES AND TRAINING EVENTS

destination (available at http://www.gsa.gov/perdiem) for all official days of travel, including the first and last day of travel. Itemized receipts showing the expense amount are required for Councilmembers to receive reimbursement. Reimbursements are capped at the GSA amounts detailed below.

The Meals & Incidental Expenses will be used to generate the per diem rate for meals. Any meals provided as part of the conference, event, or hotel, must be deducted from the reimbursement as listed on http://www.gsa.gov/mie .

Alcohol, guest meals, and hotel incidentals (e.g. in-room services) are not eligible for reimbursement.

Transportation

Use of Private Vehicles: Members shall be compensated for the use of their private vehicles for approved business travel at the current GSA standard mileage rate, provided that it is the most logical and least expensive method of transportation.

Bridge Tolls/Parking: Bridge tolls and parking fees incurred while traveling on City business are reimbursable with receipts. Councilmembers shall obtain itemized receipts and submit them with their Travel Expense Reports.

Train /Other Mass Transit: Members shall be compensated for train or other mass transit fares and fees provided that it is the most logical and least expensive method of travel.

Ground Transportation: Supplementary transportation within the destination city shall be accomplished by hotel courtesy buses, local shuttle services or public transportation, if available and logical. Taxi or rideshare may also be used.

Airfare: Airfare must be booked at the lowest reasonable fare that provides the most direct route. Air travel options shall not be limited to a specific airline. Refundable tickets are permitted if there is a risk of cancellation. One checked bag is reimbursable. Any unused credits from official travel must either be applied to future City travel or reimbursed to the City.

GUIDELINES FOR CITY COMMISSIONS, BOARDS AND COMMITTEES FOR ATTENDANCE AT CONFERENCES AND TRAINING EVENTS

Cancellation

If travel arrangements must be canceled, members are expected to notify staff as soon as practicable to allow sufficient time to avoid or minimize additional costs to the City. Failure to not provide notification when unable to attend an event may result in the Boardmember/Commissioner from being disqualified for travel for at least six months.

Rewards and Promotional Benefits

Boardmembers/Commissioners may earn frequent flyer miles or other travel rewards (such as airline, hotel, or vendor loyalty points) while on official City travel. However, if personal frequent flyer miles or other reward points are used to purchase tickets or services for City business, the value of those tickets or services is not reimbursable.

Promotional benefits or materials received during official travel, if obtained under the same conditions as those offered to the general public and at no expense to the City, may be retained for personal use.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA AMENDING COUNCIL POLICY 006 GUIDELINES FOR CITY COMMISSIONS, BOARDS AND COMMITTEES

WHEREAS, a draft of Council Policy 006, "Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events" ("Draft Policy") was presented to the Governance and Ethics Committee ("Governance and Ethics Committee") for their consideration on September 8, 2025 for review and revision as part of Council policies and procedures to further clarify guidelines for official travel by City Commissoners, Boardmembers and Committee members, and to further define reimbursable expenses for official travel, and ensure compliance with fiscal responsibility standards; and

WHEREAS, the Governance and Ethics Committee approved the Draft Policy in substantial form, with revisions, and directed staff to present the Draft Policy to the City Council for its consideration and adoption; and,

WHEREAS, City staff updated the Draft Policy and presented it to the City Council for their consideration at their December 16, 2025 City Council meeting; and

WHEREAS, Council considered the Draft Policy, heard public comment, and provided direction to staff regarding any requested modifications; and

WHEREAS, such modifications include updated guidelines and procedures for the Official Travel by City Councilmembers for the City of Santa Clara.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA AS FOLLOWS:

1. Council Policy 006, entitled "Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events", attached here as Attachment 1, is hereby approved and adopted commencing December 16, 2025 until further amended. The Policy shall continue in effect until otherwise affirmed, modified or terminated by vote of the City Council.

2. Staff is directed to take such other actions as are necessary to implement, post and

distribute the Policy, including preparation and presentation to the City Council of any necessary modifications to reflect the new policy.

3. Effective date. This resolution shall become effective immediately, with the Council Policy 006 to go into full effect upon December 16, 2025.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 16th DAY OF DECEMBER 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments to be incorporated by reference:
1. Council Policy 006, entitled, “Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events”

25-1715 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT
Authorize the City Manager to Execute the 2026-2029 Memorandum of Understanding Between the City of Santa Clara and the Unclassified Police Management (Unit 9A) that Incorporates the Terms of the Tentative Agreement

BACKGROUND
The Unclassified Police Management (hereafter, “Unit 9A”) Memorandum of Understanding (hereafter, “MOU”) is set to expire on December 31, 2025.

The City and Unit 9A began negotiations on a successor MOU in October 2025 and met approximately five (5) times. On December 5, 2025, the parties reached a Tentative Agreement. The Tentative Agreement was ratified by the Unit 9A membership on or about December 5, 2025, and accepted by the City.

DISCUSSION
The recommended action authorizes the City Manager to execute a successor Memorandum of Understanding with a term of August 31, 2025, through and including December 31, 2029, that incorporates the terms of the Joint Mediation Recommendation reached between both parties.

The following is a summary of the notable provisions of the Joint Mediation Recommendation:

- Term:
  January 1, 2026 - December 31, 2029

- Wages:
  Effective the first pay period of calendar year 2026, all employees holding positions in classifications assigned to Unit 9A, except Assistant Police Chief (Job Code 027) shall receive a salary adjustment of approximately 4.0%. All salary ranges will remain status quo.

  Effective the first pay period of calendar year 2027, all salary ranges for employees holding positions in classifications assigned to Unit 9A shall be increased by approximately 3.0%.

  Effective the first pay period of calendar year 2028, all salary ranges for employees holding positions in classifications assigned to Unit 9A shall be increased by approximately 3.0%.

  Effective the first pay period of calendar year 2029, all salary ranges for employees holding positions in classifications assigned to Unit 9A shall be increased by approximately 3.0%.

- Lump Sum

Effective the first full pay period for calendar year 2026, the City shall issue a one-time Lump Sum payment of $5,500 to the Assistant Police Chief (Job Code 027).

- Deferred Compensation
  Effective the first full pay period for calendar year 2026, the City shall increase its contribution to $330/month (from $150/month) to the employee's deferred compensation. Once the 401(a) is established, the City's prospective contributions after the 401(a) is established will go to the 401(a).

- Voluntary Employee Beneficiary Association (VEBA)
  Effective the first full pay period for calendar year 2026, the City shall increase its contribution to $250/month (from $100/month) to the employee's VEBA account.

- Vacation Cashout
  The vacation cashout shall increase from 80 to 100 hours in calendar years 2026, 2027, and 2028. Elections for 2026 must be made by December 31, 2025. Effective the first pay period of Calendar Year 2029, employees shall be eligible for a maximum vacation cashout of 80 hours per year.

- Management Leave Program
  Effective the first full pay period for calendar year 2026, the management leave accrual limit shall increase from 180 to 210 hours in calendar years 2026, 2027, and 2028. Effective the first pay period of Calendar Year 2029, employees shall have a management leave accrual limit of 180 hours.

  For calendar year 2026, only, management leave credited to employees shall increase from 120 hours to 150 hours.

- Chemical Testing
  The language shall be amended to align with the Police Officers Association (Unit 2).

- Workers' Compensation Fast Track Program
  The Side Letter Agreement the Workers' Compensation Fast Track Program available to the Police Officers Association (Unit 2) shall be extended to employees represented by Unit 9A.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The City regularly budgets the total compensation cost for its current employees and integrates known and projected cost increases from MOUs in the City's annual budget. The costs of the Unit 9A MOU are within budget authority approved by the City Council through the negotiation process.

In FY 2025/26, the costs associated with the negotiated agreement are approximately $59K, all of which are in the General Fund. It is anticipated that this amount will be covered within the existing

departmental budget in FY 2025/26. Expenditures will be monitored throughout the year, and a budget action will be brought forward to Council if necessary. There is sufficient funding in the unrestricted ending fund balance to address any additional costs that cannot be absorbed. In future years, the costs for this contract will be factored into future forecasts and annual budgets.

The chart below reflects the estimated changes in costs, all of which are in the General Fund, over the term of the Unit 9A MOU.

Item	Description	Estimated General Fund Cost
Ongoing Costs		
Wages (Jan. 2026)	4.0% increase for Police Captains (salary range remains status quo) + $5,500 lump sum to the Assistant Police Chief	$70K + $5.5K
Wages (Jan. 2027)	3.0% increase	$66K
Wages (Jan. 2028)	3.0% increase	$68K
Wages (Jan. 2029)	3.0% increase	$70K
Deferred Compensation	Increase to $330/month	$11K
VEBA	Increase to $250/month	$9K
	Total	$299.5K
One-time Costs		
Vacation cash out	Additional 20 hours	$16K
	Total	$16K

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov, or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager to execute the Memorandum of Understanding between the City of Santa Clara and the Unclassified Police Management (Unit 9A) with effective dates of January 1, 2026 - December 31, 2029, that incorporates the terms of the Tentative Agreement.

Reviewed by: Marco Mercado, Acting Director of Human Resources
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Tentative Agreement between the City and Unit 9A

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CITY and Unit 9A Negotiations – Comprehensive Tentative Agreement

1. **Duration (Preamble)**

   4-Year Term (expiring 12/31/29)

2. **Wages (Section 1)**

   - First Pay Period of Calendar Year 2026 – All employees holding positions in classifications assigned to Unit 9A, except Assistant Police Chief (Job Code 027) shall receive a salary adjustment of approximately **4.0%.** All salary ranges will remain status quo.

   - First Pay Period of Calendar Year 2027 – All salary ranges for employees holding positions in classifications assigned to Unit 9A shall be increased by approximately **3.0%**

   - First Pay Period of Calendar Year 2028 – All salary ranges for employees holding positions in classifications assigned to Unit 9A shall be increased by approximately **3.0%**

   - First Full Pay Period of Calendar Year 2029 – All salary ranges for employees holding positions in classifications assigned to Unit 9A shall be increased by approximately **3.0%**

3. **Lump Sum (Section 1)**

   - Effective the first full pay period for Calendar Year 2026 – one-time Lump Sum payment of $5,500 to the Assistant Police Chief (Job Code 027).

4. **Deferred Compensation (Section 5)**

   - Effective the first full pay period for Calendar Year 2026, the City will increase its contribution to $330/month (from $150/month) to the employee's deferred compensation. Once the 401(a) is established, the City's prospective contributions after the 401(a) is established will go to the 401(a).

5. **Voluntary Employee Beneficiary Association (VEBA) (Section 11)**

   - Effective the first full pay period for Calendar Year 2026, City will contribute $250/month to the employee's VEBA account.

6. **Vacation Cashout (Section 7)**

   - Increase the vacation cashout from 80 to 100 hours in Calendar Years 2026, 2027, and 2028. Elections for 2026 must be made by December 31, 2025. Effective the first pay period of Calendar Year 2029, employees will be eligible for a maximum vacation cashout of 80 hours per year.

7. Management Leave Program (Section 17)

- Effective the first full pay period for Calendar Year 2026, increase the management leave accrual limit from 180 to 210 hours in calendar years 2026, 2027, and 2028. Effective the first pay period of Calendar Year 2029, employees will have a management leave accrual limit of 180 hours.
- Increase management leave credited to employees from 120 hours to 150 hours for 2026 only.

8. Chemical Testing (Section 22)

- Amend language to align with the Police Officers Association (Unit 2)

9. Workers' Compensation Fast Track Program

- Extend via Side Letter Agreement the Workers' Compensation Fast Track Program available to the Police Officers Association (Unit 2) to employees represented by Unit 9A.

10. Housekeeping

- Bereavement Leave (Section 9)
- Dues Deduction (Section 25)
- Merit Pay/Salary Adjustment Program (Section 24)

***** THIS AGREEMENT IS CONSIDERED TENTATIVE AND SHALL NOT BE CONSIDERED FINAL OR BINDING UNTIL RATIFIED BY ASSOCIATION MEMBERS AND APPROVED BY CITY COUNCIL. THIS DOCUMENT SETS FORTH THE FULL AGREEMENTS OF THE PARTIES REACHED DURING THESE NEGOTIATIONS. ANYTHING NOT INCLUDED IN THE DOCUMENT IS NOT PART OF THE TENTATIVE AGREEMENT.***

For the City:

12/9/25
Jōvan D. Grogan — Date
City Manager

12/5/2025
Ashley Lancaster — Date
Acting Assistant Director

12/15/25
Micaela Salacup — Date
Management Analyst

For the Unclassified Police Management (Unit 9A):

R. Fitting 12/04/2025
Richard Fitting — Date
Unit 9A

L. Martin 12/04/2025
Luis Martin — Date
Unit 9A

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA

AND

UNCLASSIFIED POLICE MANAGEMENT (UNIT 9A)

WORKERS' COMPENSATION FAST TRACK PROGRAM

The City and Unit 9A agree to implement a Workers' Compensation Fast Track Program (or "Fast Track") for employees represented by Unit 9A as soon as practicable. The Fast Track Program shall be as follows:

1. Employees who suffer a work-related injury or illness and seeking treatment through Kaiser Permanente Occupational Health are immediately pre-approved for all relevant diagnostic testing as defined within the Kaiser Fast Track program. No Utilization Review ("UR") approval is required. There is no other Fast Track Program available outside of Kaiser Permanente Occupational Health.

2. This Fast Track Program is specific to Kaiser Permanente Occupational Health due to the close collaboration and coordination that is required with the providing doctors, and the in-house diagnostic testing capabilities at most of Kaiser's occupational health centers.

    a. Being a Kaiser member is <u>not</u> required to utilize the Fast Track Program.

    b. Employees can also have the test results sent to their own Workers' Compensation doctor for diagnosis and treatment at their option; however, employees opting to have test results sent to their own Workers' Compensation doctor for further diagnosis and treatment are not eligible to receive pre-authorization for the relevant diagnostic testing identified in Sections 4.a., 4b., and 4.c of this Side Letter.

3. Kaiser Permanente Occupational Heath centers are located throughout Northern and Southern California and are also known as "Kaiser Permanente On-the-Job" (KPOJ) clinics. Most are open 8:30am to 5:00pm.

4. In the event of a work-related injury, employees should contact their preferred KPOJ clinic for an appointment for immediate treatment and any relevant diagnostic testing that is pre-approved as prescribed by a KPOJ physician, bypassing any delays associated with Utilization Review as identified below.

    a. Pre-authorized tests include:

        i. Radiology (X-rays, MRI, MRI arthrogram, CT scan, Doppler ultrasound)
        ii. Labs (Complete Blood Count, Differential, Platelet Count, Chemistry panels such as kidney or liver function tests)
        iii. Electrodiagnostic Studies (EMG and Nerve Conduction)

    b. Pre-authorized non-surgical treatments include:

i. Consults (Orthopedics, Podiatry, Physical Medicine Rehab Surgery, Plastic Surgery, Spine specialists, Ophthalmology, ENT, Neurology, Wound Clinic, etc.)
ii. Physical therapy (up to a maximum of 24 visits)
iii. Occupational hand therapy (up to a maximum of 24 visits)
iv. Acupuncture (up to a maximum of 24 visits)
v. Trigger point injections (series of 3)
vi. Epidural steroid injections (series of 3)
vii. Joint injections
viii. Ultrasound guided injections
ix. Continuous Passive Motion rental for post-op
x. Cold Compression Machine (i.e., Game Ready) rental for 30 days
xi. TENS units Custom splints
xii. Medications - A list has been authorized for Fast Track

c. Pre-authorized surgical treatments include:

i. Emergency surgeries for fracture, tendon injuries and trauma
ii. Arthroscopic knee surgeries
iii. Arthroscopic shoulder surgeries
iv. Carpal Tunnel Release surgery
v. Hernia Repair
vi. Biopsy/Pathology for accepted skin cancer claims
vii. Destruction of skin areas by Cryogenic surgery, liquid nitrogen, Mohs surgery on accepted skin cancer claims

5. This Side Letter Agreement is considered part of the tentative agreement for a successor Memorandum of Understanding (or "MOU") between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOU, and when signed by all parties below and approved by City Council.

FOR THE CITY:

12/9/25
Jovan D. Grogan — Date
City Manager

12/5/2025
Ashley Lancaster — Date
Acting Assistant Director of HR

12/5/25
Micaela Salacup — Date
Management Analyst

FOR UNIT 9A:

R. Fitting — 12/04/2025
Richard Fitting — Date
Unit 9A

L. Martin — 12/04/2025
Luis Martin — Date
Unit 9A

25-1718 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT

Note and File the List of Designated City Employees who are Subject to Post-Employment Restrictions Pursuant to City Code Chapter 2.145

BACKGROUND

The Political Reform Act (Cal. Gov. Code §87406.3) places a one-year restriction on the post-service activity of certain high-level local government officials and employees. Local elected officials as well as city managers are bound by the one-year ban on representing any other person, for compensation, by appearing before or communicating with their former agency in an attempt to influence the agency's decisions in an administrative or legislative action, or any action involving a permit, license, contract, or other transaction. A local agency is allowed to adopt additional post-service restrictions so long as those restrictions are more stringent than those in the state law.

In July 2000, the City Council adopted a final Ordinance that established a new Chapter in the Santa Clara City Code (formerly Santa Clara City Code, Chapter 2.80, renumbered to Chapter 2.145 of the City Code) that established a local Revolving Door prohibition for elected officials and designated employees. This local ordinance is more restrictive than the state law described above in that it expands both the list of employees to whom the restriction applies, and the prohibited post-service activities.

The purpose of this Code provision is (SCCC 2.145.010):

a) To prevent former city officials and designated city employees from using their influence with the city or agency for personal gain.
b) To prevent private for-profit business entities from obtaining a real or perceived unfair advantage in dealing the city or agencies by hiring former city or agency officials and/or designated city employees.
c) To comply with the City "Code of Ethics and Values."
d) To attempt to assure the independent, impartiality and integrity of city and agency officials and designated city employees in making governmental actions and decisions.

For one year immediately following the termination of city, agency or commission office or employment, former city officials, agency officials, commission officials and designated city employees shall not, for compensation (SCCC 2.145.030):

a) Work on any matter which the affected city official or designated city employee previously worked on for the city.
b) Represent anyone else before the city council, a city agency, a city commission or staff of the city.

c) Receive any gift or payment in excess of the amount determined from time to time by the Fair Political Practices Commission from any person who was, in any way, involved in or affected by the work of the affected city official or designated city employee.

In this context, “work” shall mean any activity, for which compensation is received from any source, including compensation received as an independent contractor. Work includes the supervision or direction of others performing work, except as provided in SCCC 2.145.050 <https://www.codepublishing.com/CA/SantaClara/> (use of an ethical wall framework). Work for the City or an agency also includes any action of any sort whatsoever taken in one’s official capacity. Service by a City or an agency official or designated City employee on any type of board, committee, subcommittee or similar body as a representative of the City or agency is deemed to be work for the City or an agency (SCCC 2.145.020(h)). The Santa Clara City Code includes that the following “work” shall not be subject to the prohibitions (SCCC 2.145.040):

a) As an employee or volunteer of a nonprofit organization.
b) As an employee of a governmental entity.
c) As an employee pursuant to City Charter 802 which, subject to the civil services provisions of the City Charter, grants authority to the City Manager to make personnel appointments.
d) As an independent contractor of the city or agency where it has been determined that it is in the best interest of the city or agency to retain the former affected city official or city employee to provide transitional services.

Santa Clara City Code, Section 2.145.020(e) includes a provision that annually, the City Manager will provide the City Council with a list of designated City classifications that will be subject to the “revolving door” prohibitions. On December 3, 2024, the City Manager brought forward an item to Note and File the List of Designated City Employees for the period of January 1, 2025 - December 31, 2025. This included the positions of City Manager, Deputy City Manager, Assistant to the City Manager, City Attorney, Chief Operating Officer, Assistant City Manager, Director of Community Development, Assistant City Clerk, Assistant Police Chief, Police Captain, Fire Chief, Chief Electric Utility Officer, Director of Finance, Director of Water & Sewer Utilities, Director of Information Technology, Director of Public Works, Director of Finance, Director of Human Resources, Director of Parks & Recreation, and City Librarian.

DISCUSSION

In an effort to maintain compliance with Santa Clara City Code. Section 2.145.020(e), the City Manager has designated the classifications set forth below as “Designated City Employees” pursuant to SCCC 2.145.020(e). This list has been expanded from the 2025 year to include the classifications of Director of Economic Development and Sustainability, City Auditor, and Director of Silicon Valley Power (formerly Chief Electric Utility Officer). The Mayor and Council are already included, as defined by City Official in section 2.145.020 (b) of the Santa Clara City Code.

List of Designated Classifications City Employees Covered Under City Code Section 2.145.020 (e)	
City Manager	Fire Chief
City Attorney	Director of Human Resources
Chief Operating Officer	Director of Information Technology

Assistant City Manager	City Librarian
Director of Community Development	Director of Parks & Recreation
Director of Public Works	Assistant Police Chief
Director of Silicon Valley Power	Director of Water & Sewer Utilities
Director of Finance	Assistant City Clerk
Deputy City Manager	Assistant to the City Manager
Director of Economic Development and Sustainability	Police Captain
City Auditor	

The list of Designated City Employees will be effective for the calendar period of January 1, 2026 - December 31, 2026.

The Administration will ensure that annual compliance is adhered to by bringing forward the Designated List of classifications that would be subject to Chapter 2.145.020 (e) annually, in December.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT
Establishing an annual list of classifications that would be subject to the post-employment restrictions, as outlined in City Charter, Chapter 2.145, does not have a cost to the City, except for associated staff time in preparation of the agenda materials.

COORDINATION
This report has been coordinated with the City Attorney’s Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>, or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Note and File the List of Designated City Employees who shall be subject to post-employment restrictions pursuant to Santa Clara City Code, Chapter 2.145 for the period of January 1, 2026 - December 31, 2026.

Reviewed by: Aracely Azevedo, Assistant City Manager

Approved by: Jovan D. Grogan, City Manager

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25-1727 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT
Action to Waive Second Reading and Adopt Ordinance No. 2083 entitled “Ordinance of the City of Santa Clara, California, Regulating Certain Activities Within a Protected Area in Connection with Major Events and Related Activities in the City of Santa Clara” (Special Event Zone)

BACKGROUND
At the December 9, 2025, Council meeting, proposed Ordinance No. 2083 was passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812, a summary of proposed Ordinance No. 2083 was published in the Santa Clara Weekly on December 10, 2025, and copies were posted in three public places.

DISCUSSION
The proposed ordinance establishes temporary regulations governing certain outdoor commercial activities within a designated Special Event Zone during major events at Levi’s® Stadium, including Super Bowl LX and FIFA World Cup 2026. The ordinance applies only within the Special Event Zone and only during the defined Special Event Time Periods, as adopted by the City Council.

The ordinance does not alter or replace existing federal, state, or local requirements; all other applicable regulations including those governing counterfeit goods, temporary uses, and special event permits remain in effect.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a “project” within the meaning of a California Environmental Quality Act (“CEQA”) pursuant to the CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Even if adoption of the Ordinance was considered to be a project under CEQA, it would be exempt from CEQA review pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that adoption of the Ordinance would have a significant effect on environment given that it does not involve or authorize any construction or physical activity that could impact the environment.

FISCAL IMPACT
There is no General Fund impact anticipated beyond staff time to implement and enforce time-limited activations.

COORDINATION
This report and ordinance were coordinated with the City Manager’s Office, City Attorney’s Office, Police, Public Works, Community Development (Planning/Building/Code); Economic Development and Marketing; Communications; and the Stadium Authority.

PUBLIC CONTACT
A summary of proposed Ordinance No. 2083 was published in the Santa Clara Weekly on December 10, 2025, and copies were posted in three public places and made available for public inspection at the City Clerk's Office.

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Waive Second Reading and Adopt Ordinance No. 2083 entitled "Ordinance of the City of Santa Clara, California, Regulating Certain Activities Within a Protected Area in Connection with Major Events and Related Activities in the City of Santa Clara" (Special Event Zone).

Reviewed by: Elizabeth Klotz, Assistant City Manager
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. Ordinance No. 2083 (Intro)

ORDINANCE NO. 2083

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, REGULATING CERTAIN ACTIVITIES WITHIN A PROTECTED AREA IN CONNECTION WITH MAJOR EVENTS AND RELATED ACTIVITIES IN THE CITY OF SANTA CLARA

WHEREAS, the City of Santa Clara ("City") is home to Levi's® Stadium ("Stadium") which opened in 2014 and regularly hosts football events, concerts, soccer matches, and other events ("Events");

WHEREAS, some of the Events hosted at the Stadium attract statewide, national and/or international interest, with increased potential for safety and security risks due to their large crowds, enhanced level of media attention, large number of high-profile attendees, and increased commercial and community activity at and around the Stadium ("Special Events");

WHEREAS, in 2026, the Stadium will host two Special Events, Super Bowl LX (and related events) in February 2026, and FIFA World Cup 2026 (and related events), from late May through early July 2026;

WHEREAS, in addition to the Stadium, the City also has within its jurisdiction various other public and private facilities, parking areas, access roads, thoroughfares and other areas which may be used for the purposes of staging and conducting activities related to the Special Events at the Stadium, including support of Special Event security, logistics, traffic management and other community or commercial activities associated with the Special Events;

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WHEREAS, the Special Events will require extensive event load-in and load-out operations, including temporary structures, hospitality installations, security screening areas, broadcast compounds, fencing, and wayfinding systems, all of which necessitate maintaining clear and predictable access routes for emergency services, credentialed personnel, and freight deliveries;

WHEREAS, the primary ingress and egress corridors serving the Stadium are essential for the safe movement of attendees, emergency vehicles, transit providers, rideshare operations, and Event support staff;

WHEREAS, the Stadium is supported by extensive surface parking areas, pedestrian walkways, shuttle zones, and transit connections that experience significant pedestrian volumes before and after Special Events, and temporary restrictions on unpermitted vending and commercial activity within these areas are necessary to safeguard pedestrian travel and protect adjacent residential neighborhoods from spillover impacts;

WHEREAS, event and hospitality facilities adjacent to the Stadium, including the Santa Clara Convention Center, California's Great America theme park, and nearby hotels are expected to host Special Event related activities such as credentialing operations, media production, hospitality functions, fan activations, and community programming, creating additional demand for coordinated public safety, mobility management, and regulation of outdoor commercial activity;

WHEREAS, the Santa Clara City Code already prescribes regulations and restrictions to ensure smooth operations of Events at the Stadium, including local permit requirements and regulations for soliciting and peddling, signs, temporary short-term activities, and parades, races and block events;

WHEREAS, given increased security risks, increased number of people visiting the City to attend or participate in, and the large scale nature of Special Events, and related activities, the City has determined that it is within the public interest to adopt certain additional and temporary regulations ("Special Event Regulations") to mitigate and manage these risks consistent with City's interest in preserving the public's health, safety and welfare;

WHEREAS, the City's specific purposes for adopting the Special Event Regulations include: (1) promoting and protecting public health, safety, and welfare in and around the Stadium and other areas within the City impacted by Special Events; (2) exercising responsible public stewardship by managing Special Events to maximize economic benefits to the community, while protecting the public interest; (3) promoting and protecting good order and aesthetic qualities in and around the Stadium during Special Events and minimizing commercial blight; and (4) managing congestion and pedestrian and vehicular traffic flow within a specifically defined area around the Stadium ("Special Event Zone") that would otherwise impede the free and safe flow of traffic, presenting safety and security risks, by hindering security operations and interfering with emergency vehicle access;

WHEREAS, the Special Event Zone boundaries will be specific to each Special Event, and will generally align with the autonomous vehicle geofenced rideshare map, underscoring the need to preserve adequate traffic flow, avoid congestion, and maintain safe and orderly transportation operations during Special Events;

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WHEREAS, establishing the Special Event Zone in advance of Special Events will allow the City to implement predictable and transparent regulations, coordinate enforcement, and maintain safe and efficient event operations from early event preparation through post-event crowd dispersal;

WHEREAS, certain Special Event Regulations regulate sidewalk vendors and those regulations are directly related to the health, safety, and welfare concerns identified in Santa Clara City Code section 5.05.440 which exist upon the sidewalks and other pedestrian paths within the Special Event Zone;

WHEREAS, in order to tailor the application of the Special Event Regulations to the time periods and the specific geographic areas where the public health, safety and welfare concerns are expected to arise, the Special Event Regulations will only apply, during the time periods designated for each Special Event and only within the Special Event Zone designated for each Special Event;

WHEREAS, these designated time periods are intended to encompass not only the days on which the Special Events occur, but also the necessary lead-up and operational phases including load-in, construction of temporary facilities, credentialing, security screening, and crowd-management preparations during which health, safety and welfare impacts similarly exist;

WHEREAS, maintaining these regulations continuously throughout the full preparation, event, and dispersal periods, rather than intermittently turning them on and off, is essential to ensuring consistent application, effective enforcement, operational clarity for the public and stakeholders, and the uninterrupted protection of public safety and orderly event operations; and

WHEREAS, based on the foregoing, the City has a substantial interest in adopting the Special Event Regulations set forth in this Ordinance, which shall be effective only during the specified dates and times applicable to Special Events and within the Special Event Zone designated.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted by the City Council as a part of this Ordinance.

SECTION 2: Definitions. For purposes of this Ordinance the following terms shall have the meanings ascribed thereto:

a. "Special Event" shall mean (1) Super Bowl LX, (2) FIFA World Cup 2026, or (3) any similar event held at the Stadium, expected to attract statewide, national and/or international interest, with increased potential for safety and security risks due to their large crowds, enhanced level of media attention, large number of high-profile attendees, and increased commercial and community activity at and around the Stadium that is designated as a "Special Event" by resolution adopted by the City Council.

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b. “Special Event Time Period” shall mean the time period leading up to and after a Special Event during which Special Event Regulations shall be in effect. For Super Bowl LX the Special Event Time Period shall commence on February 1, 2026, at 8:00 a.m. and shall expire on February 10, 2026 at 10:00 p.m. Other Special Event Time Periods, including FIFA World Cup 2026, shall be designated by the City Council by Resolution.

c. “Special Event Zone” shall mean with respect to Super Bowl LX that certain area surrounding the Stadium expected to be impacted by the conduct of such events and any related activities thereby necessitating the imposition of the Special Event Zone Regulations as more particularly shown on the map and description attached hereto as Exhibit "A" including all publicly owned property, public rights of way and private property located therein. Other Special Event Zones, including for FIFA World Cup 2026 shall be designated by the City Council by Resolution.

SECTION 3: Special Event Zone Regulations. With respect to each Special Event designated in accordance with the terms of this Ordinance, the following regulations shall apply for the duration of the Special Event Time Period and within the Special Event Zone designated for such Special Event.

a. Pause on Existing Permits within Special Event Zone. All permits issued pursuant to Chapter 5.05 of the Santa Clara City Code for approved locations within the Special Event Zone shall be paused. If any such permit holder peddles at alternative approved locations designated in the permit, the permit shall only be paused in part, as applied to the approved location within the Special Event Zone, and shall remain in full force and effect as applied to the alternative approved location.

b. Prohibition on Outdoor Sales of Food and Beverage. The outdoor sale of any food or beverages to the public visible from any public street, sidewalk or public rights of way shall be prohibited, including alcoholic beverages, except food or beverages sold or distributed in the ordinary course of business at a location for which the City has issued a Certificate of Occupancy, Conditional Use Permit or other permit authorized by the Santa Clara City Code.

c. Prohibition on Outdoor Sales of Merchandise. The outdoor sale or distribution of merchandise (used in its broadest sense and including commercial property or transaction(s) of every kind) to the public visible from any public street, sidewalk or public right of way shall be prohibited, except merchandise sold or distributed in the ordinary course of business at a location for which the City has issued a Certificate of Occupancy, Conditional Use Permit or other permit authorized by the Santa Clara City Code.

d. Prohibition on Mobile Unit Commercial Vending. Commercial vending from any "mobile unit," which includes any vehicle, truck, trailer, pushcart, wagon, bicycle, dray, conveyance or structure on wheels, not firmly fixed to a permanent foundation, whether or not required to have a license to operate issued by the California Department of Motor Vehicles, is prohibited.

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e. Prohibition on Distribution of Free Products. The distribution or provision of free products, commercial services or coupons (otherwise referred to as sampling) and other promotional giveaways on public streets, sidewalks or rights of way or outside an enclosed building is prohibited. This prohibition does not apply to distribution of coupons outside of an enclosed building, and wholly occurring within private property, where the distributions provides direct support for the business operating within the enclosed building upon which the property is located.

f. Prohibition on Mobile Advertising Displays. Mobile advertising (including, but not limited to signs on or attached to a “mobile unit” portable device or person) is prohibited. Notwithstanding the foregoing, buses, taxicabs, and other delivery vehicles that display advertising as a secondary use of the vehicle in the ordinary course of business, may travel within the Event Zone to pick up and drop off passengers and goods.

g. Permits for Temporary Structures. No temporary structure shall be constructed, placed, occupied or used (including, but not limited to, temporary location of tents, canopies, umbrellas and air supported, air-inflated and tensioned membranes) on non-residential property unless it is approved as an associated use with a Temporary Use Permit issued by the City pursuant to Santa Clara City Code Chapter 18.122.

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SECTION 4: Compliance with Existing Federal, State and Local Laws. Nothing in this Ordinance modifies requirements to comply with existing federal, state, and local laws. This includes but not limited to requirements to comply with state and federal laws related to sale or distribution of counterfeit merchandise. It also does not change requirements to comply with the City's local regulations, including but not limited to requirements to obtain permits for activities when required by the Santa Clara City Code.

SECTION 5: Violations and Penalties.

a. Mobile Unit Commercial Vending Violations. Violations of the "Prohibition on Mobile Unit Commercial Vending" provision within the public right-of-way or in a park owned and operated by the City, are punishable by the administrative remedies authorized in Santa Clara City Code Chapter 5.05.

b. Administrative Remedies. Except as otherwise prohibited by state law, violations of any other provision of this ordinance by any person, firm, corporation, agent or employee thereof may be prosecuted as an administrative citation as set forth in Santa Clara City Code Chapter 1.10. Each day that a violation is permitted to exist shall constitute a separate offense.

c. Other Enforcement Options. In addition to any other remedies herein, this ordinance may be enforced by an injunction issued by the Superior Court upon any suit by the City. If any activity that constitutes a violation of this ordinance also constitutes a violation of any state, federal, local, or common law, this ordinance shall not be the exclusive remedy and shall not be deemed to abrogate any other rights and remedies that may exist under law.

SECTION 6: Severability. If any section, subsection, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion or sections of the ordinance. The City Council declares that it would have adopted the ordinance and each section, subsection, sentence, clause or phrase irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

SECTION 7: No Impact on Existing Prosecutions/Fees. The changes provided for in this Ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this Ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this Ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 8: CEQA. Adoption of this Ordinance is not a "project" as defined by CEQA pursuant to CEQA Guidelines section 15378 because it does not have any potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and it involves only organizational and administrative activities of the City; it does not involve or otherwise authorize any construction or physical activity that could impact the environment. Even if adoption of the Ordinance was considered to be a project under CEQA, it would be exempt from CEQA review pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that adoption of the Ordinance would have a significant effect on environment given that it does not involve or authorize any construction or physical activity that could impact the environment.

SECTION 9: Ordinance not codified. This Ordinance shall not be codified in the Santa Clara City Code.

SECTION 10: Effective date. This Ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 9TH day of DECEMBER, 2025, by the following vote:

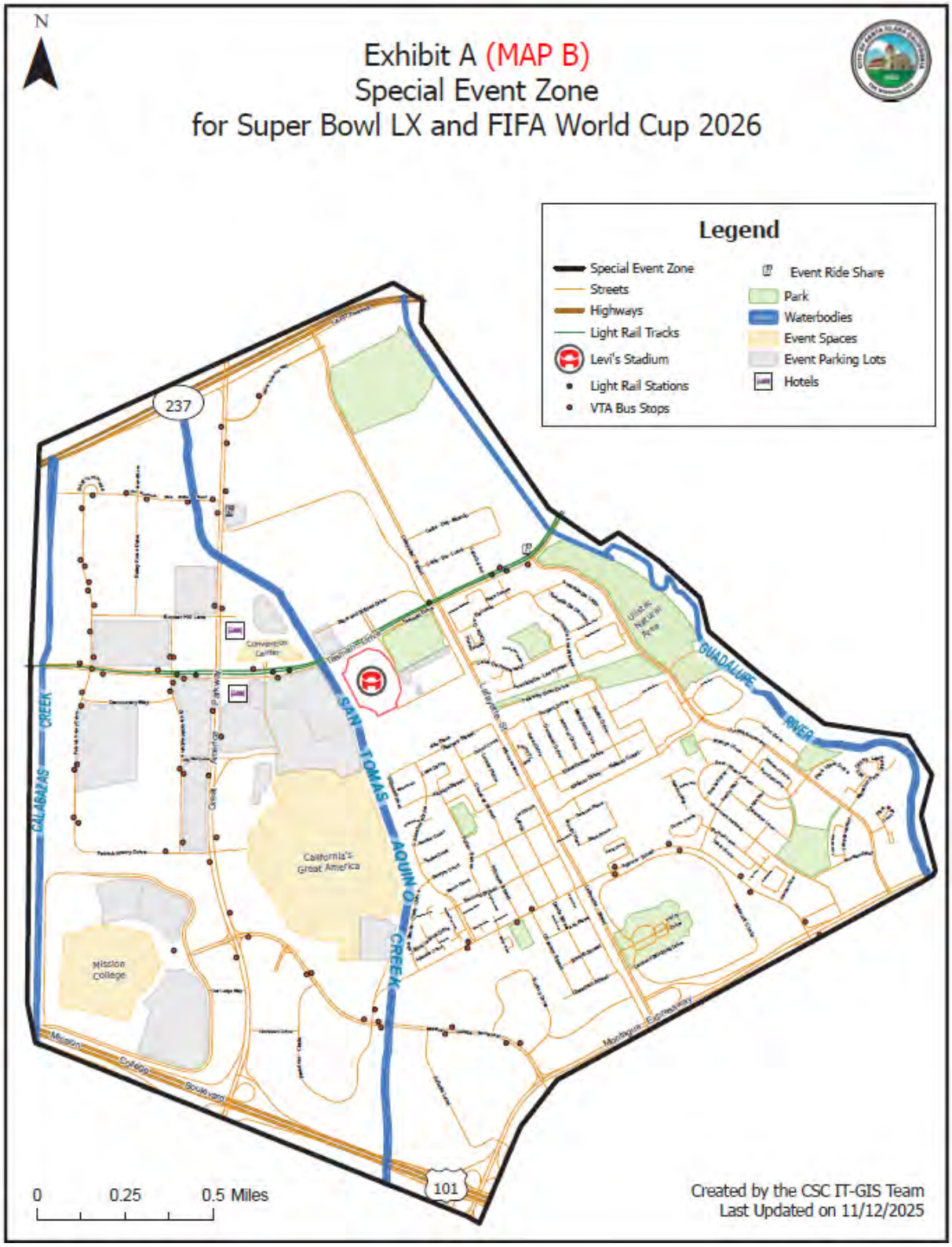
AYES:	COUNCILORS:	Chahal, Cox, Gonzalez, Hardy, Jain, and Park, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Exhibit A - Special Event Zone for Super Bowl LX

EXHIBIT A
Special Event Zone for Super Bowl LX



25-1655 Agenda Date: 12/16/2025

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT
Action on Stadium Authority Bills and Claims for the Month of October 2025

BACKGROUND
Disbursements made by the Stadium Authority are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure that the invoiced goods or services have been provided.

The Bills and Claims listing represents the cash disbursements required of normal and usual operations during October 2025. Budget control is set by the Stadium Authority Board through the budget adoption process.

DISCUSSION
At its March 11, 2025 meeting, the Stadium Authority Board adopted the Santa Clara Stadium Authority Fiscal Year 2025-26 Operating, Debt Service, and Capital Budget which runs from April 1, 2025 to March 31, 2026. Significant expenditures (greater than $5,000) paid in October 2025 include:

- Payment totaling $87,568.00 to BNO Builders for CapEx Project: Site - Concrete Replacements
- Payments totaling $360,850.69 to the City of Santa Clara for the following:
    - $335,755.39 for reimbursement of General and Administrative (G&A) City payroll costs (e.g., Executive Director's Office (City Manager's Office), Stadium Authority Counsel's Office (City Attorney's Office), and Treasurer's Office (Finance Department))
    - $3,196.51 for reimbursement of G&A non-payroll costs (e.g., City-wide records retention project and office expenses)
    - $16,957.83 for reimbursement of CapEx costs for the Kawasaki ATV and Network Equipment projects
    - $4,940.96 for reimbursement of Stadium Authority Special Liability Claims related to Levi's Stadium
- Payments totaling $1,388,438.75 to Forty Niners Stadium Management Company, LLC for the following:
    - $1,387,840.37 for October 2025 Stadium Manager Expenses, inclusive of Shared Stadium Expenses
    - $598.38 for reimbursement of CapEx costs for the Broadcast Booth Window System Replacement and Radio Booth Cabling projects the Stadium Manager paid on behalf of the Stadium Authority
- Payment totaling $9,374.00 for Legal Services (August and September 2025)
- Payment totaling $28,178.75 to Hellmuth, Obata & Kassabaum, Inc. for CapEx Project: Electrical - LED Retrofit Phase 1

- Payment totaling $5,344.70 to InTWO, Inc for Financial Management System Monthly Services (September 2025)
- Payment totaling $53,680.00 to KPMG LLP for Audit Services
- Payment totaling $20,520.00 to O.C. McDonald Co Inc. for CapEx Project: Plumbing - Boilers
- Payment totaling $4,620,456.23 to Stadium Funding Trust for Term A Loan Payment - Interest

Names of law firms have been redacted from the Bills and Claims report. The Supreme Court of California in Los Angeles County Board of Supervisors v. Superior Court, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the Stadium Authority, and the specific amounts billed by each, have been redacted from the public report to maintain the confidentiality of billing records for specific legal services. The aggregate amount spent on legal services in the subject time period has been provided.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the California Code of Regulations in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT
The fiscal impact to the Stadium Authority is $6,579,503.03.

COORDINATION
This report has been coordinated with the Executive Director and Stadium Authority Counsel's Offices.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Approve the list of Stadium Authority Bills and Claims for October 2025.

Reviewed by: Kenn Lee, Treasurer
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS
1. October 2025 SCSA Bills and Claims

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire or ACH Transfer
For the Month of October 2025

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
10/31/25	BNO Builders	5979	CapEx Project: Site - Concrete Replacements	CapEx	$ 69,480.00	
10/31/25	BNO Builders	5982	CapEx Project: Site - Concrete Replacements	CapEx	19,068.00	
10/31/25	BNO Builders	CR149786	CapEx Project: Site - Concrete Replacements	CapEx	(980.00)	
						$ 87,568.00
10/29/25	Brailsford & Dunlavey Inc	167810625.9F	CapEx Project: General Building - Project Construction Management Firm	CapEx		587.50
10/06/25	Canyon Oaks	0062	August Stadium Market Research	Operating		4,500.00
10/07/25	City of Santa Clara	N/A	B2518 SCSA Admin Payroll Costs	Operating	103,680.08	
10/24/25	City of Santa Clara	N/A	B2519 - B2521 SCSA Admin Payroll Costs	Operating	232,075.31	
10/24/25	City of Santa Clara	N/A	Reimbursement for General & Administrative Costs	Operating	3,196.51	
10/24/25	City of Santa Clara	N/A	Reimbursement of CapEx Costs	CapEx	16,957.83	
10/29/25	City of Santa Clara	97408	Reimbursement of Stadium Authority Special Liability Claims related to Levi's Stadium	Operating	4,940.96	
						360,850.69
10/01/25	Forty Niners Stadium Management Co, LLC	S-INV102277	October 2025 Stadium Manager Expenses - Security	Operating	158,745.11	
10/01/25	Forty Niners Stadium Management Co, LLC	S-INV102277	October 2025 Stadium Manager Expenses - Stadium Ops	Operating	290,755.80	
10/01/25	Forty Niners Stadium Management Co, LLC	S-INV102277	October 2025 Stadium Manager Expenses - Engineering	Operating	312,647.68	
10/01/25	Forty Niners Stadium Management Co, LLC	S-INV102277	October 2025 Stadium Manager Expenses - Guest Services	Operating	40,468.80	
10/01/25	Forty Niners Stadium Management Co, LLC	S-INV102277	October 2025 Stadium Manager Expenses - Groundskeeping	Operating	45,818.63	
10/01/25	Forty Niners Stadium Management Co, LLC	S-INV102277	October 2025 Stadium Manager Expenses - SBL Sales & Service	Operating	193,628.47	
10/01/25	Forty Niners Stadium Management Co, LLC	S-INV102277	October 2025 Stadium Manager Expenses - Stadium Builder License Buffet	Operating	185,400.00	
10/01/25	Forty Niners Stadium Management Co, LLC	S-INV102277	October 2025 Stadium Manager Expenses - Insurance	Operating	89,287.11	
10/01/25	Forty Niners Stadium Management Co, LLC	S-INV102277	October 2025 Stadium Manager Expenses - StadCo Tenant Improvements	Operating	7,466.21	
10/01/25	Forty Niners Stadium Management Co, LLC	S-INV102277	October 2025 Stadium Manager Expenses - General & Administrative	Operating	63,622.56	
10/06/25	Forty Niners Stadium Management Co, LLC	08312025SCSA-CPX	Reimbursement of CapEx Costs	CapEx	598.38	
						1,388,438.75
10/06/25	[redacted]	1534469	Legal Services (August 2025)	Operating	[redacted]	
10/06/25		1534470	Legal Services (August 2025)	Operating		
10/06/25		188081	Legal Services (August 2025)	Operating		
10/24/25		188702	Legal Services (September 2025)	Operating		
						9,374.00
10/29/25	Hellmuth, Obata & Kassabaum, Inc.	21.04091.30-3	CapEx Project: Electrical - LED Retrofit Phase 1	CapEx	24,313.75	
10/29/25	Hellmuth, Obata & Kassabaum, Inc.	21.04091.30-4	CapEx Project: Electrical - LED Retrofit Phase 1	CapEx	1,870.00	
10/29/25	Hellmuth, Obata & Kassabaum, Inc.	21.04091.30-5	CapEx Project: Electrical - LED Retrofit Phase 1	CapEx	1,995.00	
						28,178.75
10/30/25	InTWO, Inc.	46613-US	Financial Management System Monthly Services (September 2025)	Operating	4,974.90	
10/30/25	InTWO, Inc.	46614-US COR	Financial Management System Monthly Services (September 2025)	Operating	369.80	
						5,344.70
10/15/25	JPMorgan Chase Bank, N.A.	N/A	Bank Fees	Operating		4.41
10/06/25	KPMG LLP	8006294107	SCSA Audit Services	Operating	10,000.00	
10/29/25	KPMG LLP	8006337495	SCSA Audit Services	Operating	43,680.00	
						53,680.00
10/29/25	O.C. McDonald Co Inc	Application 9	CapEx Project: Plumbing - Boilers	CapEx	10,260.00	
10/29/25	O.C. McDonald Co Inc	Application 10	CapEx Project: Plumbing - Boilers	CapEx	10,260.00	
						20,520.00
10/01/25	Stadium Funding Trust	N/A	Term A Loan Payment - Interest	Debt Service		4,620,456.23
			October 2025 Total			**$ 6,579,503.03**

25-1613 Agenda Date: 12/16/2025

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT
Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending September 30, 2025

BACKGROUND
In Fiscal Year 2014/15 the Stadium Authority Board ("Board") requested that staff prepare quarterly Santa Clara Stadium Authority ("Stadium Authority") Financial Status Reports. These reports provide an update on the events held at Levi's® Stadium, Stadium Authority finances, and the impact of Stadium Authority activity on the City of Santa Clara's ("City").

This report provides information covering the Stadium Authority's second quarter of the 2025/26 fiscal year ("FY"), which runs from July 1, 2025 - September 30, 2025.

The Adopted Stadium Authority Budget incorporates the estimated revenues and expenses for all Stadium Authority funds. The attached Financial Status Report provides the budget to actual revenue and expense summaries for the operating, debt service, and capital funds. Analysis of the financial activity through the fiscal year measures the adherence to the budget and allows the Stadium Authority to monitor and project revenues and expenses. Any significant variances are explained in the reports.

DISCUSSION
The attached financial status report provides information covering the Stadium Authority's second quarter (July 1, 2025 - September 30, 2025) of FY 2025/26. The report summarizes National Football League ("NFL") and Non-NFL event activity at Levi's® Stadium and describes the financial impact of these events on the Stadium Authority and City since FY 2014/15. The report also provides the budget to actual revenue and expense summaries for the operating, debt service, and capital funds. Analysis of the financial activity through the fiscal year measures the adherence to the budget and allows the Stadium Authority to monitor and project revenues and expenses. Any significant variances are explained in the report.

NFL Event Revenue and Expenses
There were four NFL games held in the second quarter of FY 2025/26. Levi's® Stadium hosted two pre-season NFL games of the 2025 season on August 9th and 23rd and two regular NFL season games of the 2025 season on September 21st and 28th which are detailed in the report. This resulted in $5.4 million in NFL ticket surcharge for the Stadium Authority and $109,000 of Senior and Youth Program Fees for the City. Public safety costs for NFL games totaled an estimated $2.4 million which will be fully reimbursed to the City by a combination of payments from ManCo and offsite parking fees that were collected.

Non-NFL Event Revenue and Expenses

There were eight ticketed Non-NFL events and 20 special events which are detailed in the report. The eight ticketed Non-NFL events generated an average net revenue of $703,000 per event. Table 1 below summarizes revenues and expenditures for the eight ticketed events.

Table 1

Levi's® Stadium
Ticketed Non-NFL Events Revenue and Expenditure Summary
As of September 30, 2025

$ In Millions

Ticketed Event	Revenue	Expense	Net
Concert 1	$ 3.5	$ 2.4	$ 1.1
Concert 2	3.6	2.6	1.0
Sporting Event 1	1.6	0.7	0.9
Concert 3	2.3	1.6	0.7
Concert 4	2.3	1.5	0.8
Concert 5	2.1	1.5	0.6
Concert 6	1.9	1.4	0.5
Sporting Event 2	0.7	0.7	-
Total Ticketed Non-NFL Net Revenue to Date	$ 18.0	$ 12.4	$ 5.6

The Non-NFL event ticket sales generated $1.8 million in base ticket surcharge revenue from the $4 per ticket base surcharge for this period. One half of the base Non-NFL ticket surcharge was deposited into the discretionary fund in accordance with Section 12.1 of the Stadium Lease, with the remaining half being accounted for as general Stadium revenues. As part of the Buffet and Public Safety Cost Settlement Agreement, the Non-NFL Ticket Surcharge was increased to a minimum of $8 per ticket. Proceeds collected in excess of the $4 base Non-NFL ticket surcharge generated $2.6 million in additional Non-NFL ticket surcharge and was deposited in the public safety cost reserve. Public safety costs for these events totaled an estimated $4.6 million. The City will be fully reimbursed by a combination of payments from ManCo on behalf of the Stadium Authority and offsite parking fees that were collected.

When combining ticketed and non-ticketed Non-NFL revenues to date, Table 2 below shows approximately $5.6 million in net revenue (excluding surcharge revenue) through the end of the second quarter. This is a decrease of $1.8 million from the prior year's Non-NFL event net revenue of $7.5 million for the quarter. It should be noted the financial information provided are preliminary numbers and subject to change as additional revenues and/or expenditures are recorded.

Table 2

Levi's Stadium
Net Revenue for Non-NFL Events
by Event Type
Historical Year-to-Date Through September 30, 2025

EVENT TYPE	2023/24 No. of Events	2023/24 Net Revenue	2024/25 No. of Events	2024/25 Net Revenue	2025/26 No. of Events	2025/26 Net Revenue
Ticketed Events						
Concerts	5	$ 4,267,153	3	$ 4,074,498	6	$ 4,729,713
Sporting events:						
Soccer	3	305,067	5	3,392,260	2	895,394
Net Revenue from Ticketed Events	8	$ 4,572,220	8	$ 7,466,758	8	$ 5,625,107
Net Revenue from Special Events (weddings, corporate events, etc.)	25	$ 903,221	30	$ 1,198,148	20	$ 444,832
Other Operating Income[1]		$ 1,271,700		$ 1,029,491		$ 957,254
Other Operating Expenses[2]		$ (681,705)		$(1,188,951)		$ (911,493)
Total Non-NFL Net Revenue[3]	33	$ 6,065,436	38	$ 8,505,446	28	$ 6,115,700

[1] Other Operating Income are income not attributable to a specific event. Examples are interest income and reimbursements unrelated to a specific event.
[2] Other Operating Expenses are expenses not attributable to a specific event. Examples are event selling expenses, administrative expenses and miscellaneous costs.
[3] Net Revenue from Non-NFL Events does not include Non-NFL Event Ticket Surcharge.

Stadium Builder Licenses (“SBLs”)

SBLs account for 7.8% of the Stadium Authority’s annual budgeted revenue in FY 2025/26. There is a total of 67,286 currently active SBLs. Through the second quarter, since inception, the value of the active SBLs amount to $560.1 million of which $535.5 million has already been collected.

Stadium Authority Budgets

The detailed analysis of Stadium Authority budget to actual financials is provided in the attached Financial Status Report. In summary, total operating revenues were $31.7 million representing 48% of the overall budget for revenues and total operating expenses were $12.1 million or 32% of the budget. The debt service fund was able to pay down $8.8 million in debt, bringing total Stadium Authority debt down to $210.8 million. Capital expenses were $7.2 million representing 33% of the overall CIP budget.

FY 2025/26 Stadium Authority Budget Adjustments

From time to time, budget adjustments may be necessary to align revenues or expenditures to actual or unexpected activity during the course of a fiscal year, known after the adoption of the Stadium Authority Budget. On March 11, 2025, the Stadium Authority Board adopted the Santa Clara Stadium Authority FY 2025/26 Operating, Debt Service, and Capital Budget. As of the timing of the publication of this report, additional information from FY 2025/26 has resulted in recommended budget adjustments as follows:

Operating Budget:

1) Non-NFL Event Ticket Surcharge: The number of tickets sold to the Non-NFL events were higher than anticipated resulting in higher Non-NFL event ticket surcharge. Portions of the additional ticket surcharge revenue of $930,000 will be transferred to the discretionary fund reserve and the public safety cost reserve with the remaining amount being used for operations and ultimately flowing through the excess revenue waterfall to pay down the Public Safety Costs (PSC) 2024 Outstanding Balance, Transfer to the City’s General Fund, and Transfer to the Renovation/Demolition Reserve.

2) FY 2024/25 Stadium Authority General and Administrative (“G&A”) Budget Savings: The prior year Stadium Authority G&A expenses were under budget by $1.1 million. After the close of the fiscal year, those monies are then available from the Unrestricted Fund Balance for stadium operations which ultimately will flow through the excess revenue waterfall to pay down the PSC 2024 Outstanding Balance, Transfer to the City’s General Fund, and Transfer to the Renovation/Demolition Reserve.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is an administrative activity that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT

The Stadium Authority FY 2025/26 budget appropriation is maintained at the fund level. At the end of the second quarter of FY 2024/25, spend has been within budget.

From time to time, adjustments to the budget are required to reflect new information and align budgets with actual revenues and expenses. Attachment 2 includes adjustments in the FY 2025/26 Operating Budget to adjust for additional Non-NFL event ticket surcharge revenue as well as prior year Stadium Authority G&A budget savings. The attachment reflects these budget adjustments.

COORDINATION

This report was coordinated with the Stadium Manager per section 4.6 of the Management Agreement as well as the Stadium Authority Counsel’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter Ending September 30, 2025; and
2. Approve the FY 2025/26 Budget Amendments in the Operating Budget in the amount of $930,000 to reflect increases in projected revenues and expenses.

Reviewed by: Kenn Lee, Treasurer
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. SCSA Financial Status Report for the Quarter Ending September 30, 2025
2. FY 2025/26 Budget Amendments

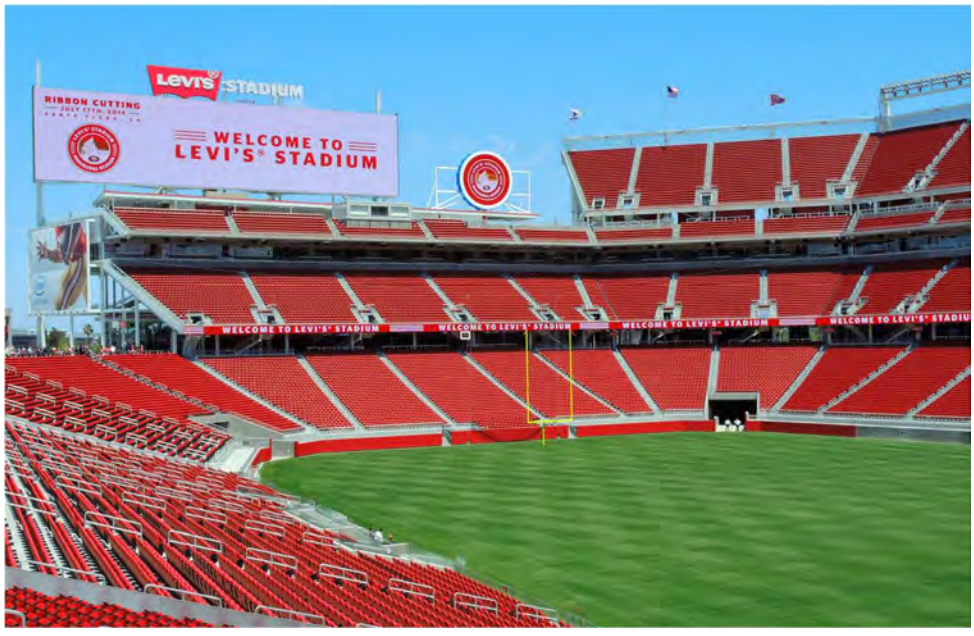
SCSA

Santa Clara Stadium Authority

SANTA CLARA STADIUM AUTHORITY

FINANCIAL STATUS REPORT

Quarter Ending September 30, 2025



December 16, 2025

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Introduction

This Santa Clara Stadium Authority ("Stadium Authority") Financial Status Report provides information covering the second quarter of the Stadium Authority's 2025/26 fiscal year (FY) which ended on September 30, 2025. Comparative data from prior fiscal years is also included.

In addition to these quarterly reports, the Stadium Authority produces annual financial statements. The FY 2024/25 financial statements were audited by an external audit firm and presented to the Stadium Authority's Audit Committee (Audit Committee) on September 22, 2025 and submitted to the Stadium Authority Board (Board) to note and file the financial statements on October 21, 2025. The financial statements are published on the Stadium Authority's website.

The Stadium Authority also prepares a detailed budget prior to the beginning of each fiscal year. The FY 2025/26 budget was adopted by the Board on March 11, 2025.

Stadium Authority finances are structured so that the City of Santa Clara (City) is not liable for the debts or obligations of the Stadium Authority. All services provided by the City, including administrative and public safety, to the Forty Niners Stadium Management Company, LLC (Stadium Manager) or the Stadium Authority are fully reimbursed.

Methodology

Information provided in this report was based in part on documentation submitted by the Stadium Manager. Specifically, National Football League (NFL) and Non-NFL event statistics and financial information relating to the Stadium Manager expenses are provided by the Stadium Manager. Stadium Authority staff has access to select financial information submitted by the Stadium Manager provided through the Financial Management System and event reports received for Non-NFL events. These reports are received 45 days after each event for events with attendance greater than 25,000. More detailed documents are received within 90 days after the close of the quarter. For all other financial information, a full detailed review and/or audit of source documentation has not been completed by the Stadium Authority for this report.

The information provided reflects the best known and available at the time of the writing of this report and is subject to further revision and review. Revisions may occur based on the timing of revenue and expenditure activity for events in this quarter that continue beyond the timing of this report. Consequently, the Board's notation and filing of this report should not be considered an approval of the accuracy of the information in the report.

NFL Events

This section provides year to date and comparative data for NFL games categorized as pre-season and regular season games.

The San Francisco Forty-Niners (49ers) played a total of four NFL games (two pre-season games and two regular season games) at Levi's® Stadium through quarter ending September 30, 2025. There was a total of 271,813 tickets sold to these NFL games, an average of 67,953 per game. This is down by 1,486 or 2% when compared to the same period in the prior fiscal year. The ticket sales resulted in $5.4 million in NFL ticket surcharge revenue (10% of ticket sales) to the Stadium Authority. The average NFL ticket surcharge revenue was $1.3 million per game in the current year which is up by $331,000 or 33% from the same period in the prior fiscal year. A total of $109,000 of Senior and Youth Program Fees, which is based on $0.40 per NFL ticket sold, were collected through the end of the second quarter of the fiscal year. These fees were transferred to the City's General Fund in support of such programs.

A total of 28,509 cars were parked in the permitted offsite parking lots generating $198,000 in offsite parking fees derived from the $6.94 per parking space for all NFL events. The Tasman parking lot had a total of 1,183 parked cars and generated an additional $6,000 for the General Fund through the end of the second quarter of the fiscal year. The overall average number of cars parked per game in the permitted offsite lots and the Tasman lots went down by 460 or 6% when compared to the prior fiscal year.

There was $2.4 million of NFL event public safety costs in the current reporting period which is an average of $612,000 per game. This is an increase from the prior year average (through September 30, 2024) of $111,000. Of the $2.4 million NFL event public safety costs, $1.8 million or 75% are direct City costs, $376,000 or 15% are outside agency costs and $231,000 are other miscellaneous public safety costs. Of these costs, $198,000 were covered by the offsite parking fee. The remaining $2.3 million was invoiced to the Stadium Manager.

Statistics for the NFL games held at Levi's® Stadium in the first two quarters of the 2025/26 fiscal year are shown in Table 1 and comparative data from the last five years of operations can be found in Table 2. Additional historical data can be found in the Appendix.

Table 1

Levi's® Stadium
2025/26 NFL Event Statistics
As of September 30, 2025

	Game 1 vs Broncos 08/09/25	Game 2 vs Chargers 08/23/25	Game 3 vs Cardinals 09/21/25	Game 4 vs Jaguars 09/28/25	2025/26 YTD Total
No. of Tickets Sold	66,706	67,638	68,680	68,789	**271,813**
NFL Ticket Surcharge	$ 1,076,207	$ 1,084,643	$ 1,605,907	$ 1,603,214	**$ 5,369,971**
Senior/Youth Program Fees	$ 26,682	$ 27,055	$ 27,472	$ 27,516	**$ 108,725**
Cars Parked at Offsite Lots	5,971	6,450	7,983	8,105	**28,509**
City Offsite Parking Fee	$ 41,439	$ 44,763	$ 55,402	$ 56,249	**$ 197,852**
Cars Parked on Tasman Lots	223	331	241	388	**1,183**
City Tasman Lot Parking Fee	$ 1,115	$ 1,655	$ 1,205	$ 1,940	**$ 5,915**
Stadium Public Safety Costs	$ 598,064	$ 617,904	$ 635,023	$ 598,414	**$ 2,449,405**
Less: Offsite Parking Fee Credit	$ (41,439)	$ (44,763)	$ (55,402)	$ (56,249)	**$ (197,852)**
Reimbursable Stadium Public Safety Costs	$ 556,626	$ 573,141	$ 579,621	$ 542,165	**$ 2,251,552**
Amount Reimbursed	$ 539,814	$ 560,550	$ -	$ -	**$ 1,100,365**

Table 2

Levi's® Stadium
Historical NFL Event Statistics

	2021/22 Q2 Total	2022/23 Q2 Total	2023/24 Q2 Total	2024/25 Q2 Total	2025/26 Q2 Total
No. of NFL Events	3	2	3	3	4
No. of Tickets Sold	199,451	136,506	198,037	208,318	271,813
NFL Ticket Surcharge	$ 2,651,401	$ 1,540,422	$ 2,695,077	$ 3,034,147	$ 5,369,971
Senior/Youth Program Fees	$ 69,807	$ 47,777	$ 69,313	$ 72,911	$ 108,725
Cars Parked at Offsite Lots	21,678	11,703	17,847	23,649	28,509
City Offsite Parking Fee	$ 128,117	$ 71,739	$ 114,935	$ 158,685	$ 197,852
Cars Parked on Tasman Lots	1,180	-	-	-	1,183
Cars Parked on Golf Course	-	-	-	-	-
City Tasman Lot and Golf Course Parking Fee	$ 5,900	$ -	$ -	$ -	$ 5,915
Stadium Public Safety Costs	$ 1,855,191	$ 870,925	$ 1,422,677	$ 1,504,992	$ 2,449,405
Golf Course Public Safety Costs	$ -	$ -	$ -	$ -	$ -
Subtotal Event Public Safety Costs	$ 1,855,191	$ 870,925	$ 1,422,677	$ 1,504,992	$ 2,449,405
Less: Offsite Parking Fee Credit	$ (128,117)	$ (71,739)	$ (114,935)	$ (158,685)	$ (197,852)
Reimbursable Stadium Public Safety Costs	$ 1,727,074	$ 799,185	$ 1,307,742	$ 1,346,307	$ 2,251,552

Non-NFL Events

This section provides year to date and comparative data for Non-NFL events categorized as events ranging from high school and college football games, international soccer matches, concerts, wedding fairs, and special events. During the current reporting period, there were a total of 445,016 tickets sold for the eight ticketed Non-NFL events that were held, resulting in $1.8 million Non-NFL event base ticket surcharge revenue (from the $4 per ticket base surcharge for Non-NFL events) and $2.6 million in additional ticket surcharge revenue, derived from the additional proceeds exceeding the $4 per ticket base surcharge. This is an increase in base ticket surcharge revenue of $386,000 or 27.7% over the same period in the prior year due to larger scale Non-NFL events taking place in the current period. It is also the first year that additional surcharge revenue has been collected.

Stadium Manager reports that there were also 20 smaller special events held at Levi's® Stadium which is 10 events less than the same period of the prior fiscal year. The attendance at these events also decreased from 15,565 in the prior period to 4,521 in the current year, a 71% decrease. Examples of these special events include corporate events of various sizes, weddings, holiday parties, high school dances, etc.

In correlation with the Non-NFL events held during the current reporting period, there were 42,870 cars parked at offsite lots and the City earned a total of $295,000 in related offsite parking fees, which is derived from the $6.71 per parking space fee for events taking place prior to July 2025 and $6.94 per parking space for all events thereafter. The revenues earned from this offsite parking fee supports public safety costs for Non-NFL events.

Total Non-NFL event public safety costs were $4.6 million, an increase of $1.5 million from the prior year. As noted previously, this increase in cost is due to larger scale events being held in the current year when compared to the prior year. Of these costs, $295,000 was covered by the offsite parking fee. The remaining $4.3 million was invoiced to the Stadium Manager of which $2.3 million has been reimbursed to the City.

Statistics for FY 2025/26 events are shown in Table 3 and comparative data from the last five years of operations are shown in Table 4.

Table 3

Levi's® Stadium
FY 2024/25 Non-NFL Event Statistics
As of September 30, 2025

	Concert 1 Day 1 06/20/25	Concert 1 Day 2 06/22/25	Soccer Match 1 07/02/25	Concert 2 Day 1 07/08/25	Concert 2 Day 2 07/09/25	Concert 3 Day 1 08/01/25	Concert 3 Day 2 08/02/25	Soccer Match 2 09/13/25
No. of Scanned Attendees	55,157	55,828	64,857	47,125	51,288	58,172	61,083	44,451
No. of Tickets Sold	56,460	56,703	65,348	48,046	51,375	59,012	61,205	46,867
Non-NFL Base Ticket Surcharge	$ 225,840	$ 226,812	$ 261,392	$ 192,184	$ 205,500	$ 236,048	$ 244,820	$ 187,468
Non-NFL Additonal Ticket Surcharge	$ 338,760	$ 340,218	$ 392,088	$ 288,276	$ 308,250	$ 354,072	$ 367,230	$ 187,468
Total Ticket Surcharge	$ 564,600	$ 567,030	$ 653,480	$ 480,460	$ 513,750	$ 590,120	$ 612,050	$ 374,936
No. of Non-NFL Special Events								
Non-NFL Special Event Attendees								
Cars Parked at Offsite Lots	4,628	5,501	6,457	5,002	4,611	5,450	6,809	4,412
City Offsite Parking Fee	$ 31,054	$ 36,912	$ 44,812	$ 34,714	$ 32,000	$ 37,823	$ 47,254	$ 30,619
Stadium Public Safety Costs	$ 635,256	$ 609,095	$ 614,884	$ 528,133	$ 517,962	$ 624,908	$ 617,488	$ 456,654
Less: Offsite Parking Fee Credit	$ (31,054)	$ (36,912)	$ (44,812)	$ (34,714)	$ (32,000)	$ (37,823)	$ (47,254)	$ (30,619)
Reimbursable Public Safety Costs	$ 604,202	$ 572,184	$ 570,072	$ 493,419	$ 485,962	$ 587,085	$ 570,234	$ 426,035
Amount Reimbursed	$ 577,967	$ 465,050	$ 467,412	$ 411,374	$ 396,573	$ -	$ -	$ -

Table 4

Levi's® Stadium
Historical Non-NFL Event Statistics

	2021/22 Q2 Total	2022/23 Q2 Total	2023/24 Q2 Total	2024/25 Q2 Total	2025/26 Q2 Total
No. of Non-NFL Ticketed Events	-	5	8	8	8
No. of Tickets Sold	-	237,386	397,856	348,480	445,016
Non-NFL Base Ticket Surcharge	$ -	$ 954,848	$ 1,591,424	$ 1,393,920	$ 1,780,064
Non-NFL Additonal Ticket Surcharge [1]	$ -	$ -	$ -	$ -	$ 2,576,362
Total Ticket Surcharge	$ -	$ 954,848	$ 1,591,424	$ 1,393,920	$ 4,356,426
No. of Non-NFL Special Events	-	31	25	30	20
Non-NFL Special Event Attendees	-	14,775	14,546	15,656	4,521
Cars Parked at Offsite Lots	-	20,388	38,716	37,341	42,870
City Offsite Parking Fee	$ -	$ 123,732	$ 247,937	$ 246,495	$ 295,188
Stadium Public Safety Costs	$ -	$2,014,823	$ 3,205,398	$ 3,057,207	$ 4,604,380
Less: Offsite Parking Fee Credit	$ -	$ (143,133)	$ (247,937)	$ (246,495)	$ (295,188)
Reimbursable Public Safety Costs	$ -	$ 1,871,690	$ 2,957,461	$ 2,810,712	$ 4,309,192

[1] The First Amendment to Amended and Restated Lease Agreement increased the ticket surcharge to a minimum of $8 per ticket starting in FY 2025/26. The surcharge exceeding the $4 per ticket base is shown in the table as additional ticket surcharge.

Table 5 summarizes ticketed Non-NFL revenues and expenditures by event. There were 8 ticketed Non-NFL events held in FY 2025/26 and generated an average net revenue of $703,000 per event. The inclusion of this information is to provide a greater level of transparency and provide the overall financial results of the Non-NFL events.

Table 5

Levi's® Stadium
Ticketed Non-NFL Events Revenue and Expenditure Summary
As of September 30, 2025

$ In Millions

Ticketed Event	Revenue	Expense	Net
Concert 1	$ 3.5	$ 2.4	$ 1.1
Concert 2	3.6	2.6	1.0
Sporting Event 1	1.6	0.7	0.9
Concert 3	2.3	1.6	0.7
Concert 4	2.3	1.5	0.8
Concert 5	2.1	1.5	0.6
Concert 6	1.9	1.4	0.5
Sporting Event 2	0.7	0.7	-
Total Ticketed Non-NFL Net Revenue to Date	**$ 18.0**	**$ 12.4**	**$ 5.6**

Table 6 and 7 show Non-NFL net revenue by event type and event revenue and expenses

by category. For FY 2025/26, the Stadium Manager had projected Non-NFL events to result in estimated net revenues of $5.3 million, as cited in the FY 2025/26 Adopted Stadium Authority Budget. In the second quarter of FY 2025/26, ticketed events and non-ticketed special events contributed $5.6 million and $445,000 in net revenues, respectively. There was also additional interest income of $957,000 earned on Non-NFL events cash reserves offset by $911,000 of non-event specific other expenses.

Stadium Manager reported a net revenue of $6.1 million for the current reporting period. This is decrease of $2.4 million from the prior year's Non-NFL event net revenue of $8.5 million. The main driver for the decrease in net revenue from ticketed events is the reallocation of additional ticket surcharge previously reported to Non-NFL event revenue and now allocated to the Public Safety Cost Reserve. The other factor affecting Non-NFL event net revenue is related to the special events. As noted above, there were 10 fewer special events in the current reporting period when compared to the same time last year, a 30% decline. The reason for the decline in the number of events is because the stadium underwent significant upgrades in preparation for Super Bowl LX and FIFA World Cup 2026 which impacted the Stadium Manager's ability to host as many events as the prior year.

In response to feedback at the previous Board meeting, the Non-NFL event ticket surcharge revenue data and respective transfers to the Discretionary Fund and Public Safety Cost Reserve has been added to Table 7.

Table 6

Levi's Stadium
Net Revenue for Non-NFL Events
by Event Type
Historical Year-to-Date through September 30, 2025

	2021/22		2022/23		2023/24		2024/25		2025/26	
EVENT TYPE	**No. of Events**	**Net Revenue**	**No. of Events**	**Net Revenue**	**No. of Events**	**Net Revenue**	**No. of Events**	**Net Revenue**	**No. of Events**	**Net Revenue**
Ticketed Events										
Concerts	0	$ -	4	$ 2,986,483	5	$ 4,267,153	3	$ 4,074,498	6	$ 4,729,713
Sporting events:										
Football (non-NFL)	0	-	0	-	0	-	0	-	0	-
Soccer	0	-	1	231,987	3	305,067	5	3,392,260	2	895,394
Miscellaneous events	0	-	0	-	0	-	0	-	0	-
Net Revenue from Ticketed Events	0	$ -	5	$ 3,218,470	8	$ 4,572,220	8	$ 7,466,758	8	$ 5,625,107
Subtotal Ticketed Events - Other Expenses		$ -		$ -		$ -		$ -		$ -
Net Revenue from Special Events (weddings, corporate events, etc.)	6	$ 96,187	31	$ 1,350,957	25	$ 903,221	30	$ 1,198,148	20	$ 444,832
Other Operating Income		$ -		$ 63,987		$ 1,271,700		$ 1,029,491		$ 957,254
Other Operating Expenses		$ -		$ (601,530)		$ (681,705)		$ (1,188,951)		$ (911,493)
Total Non-NFL Net Revenue	**6**	**$ 96,187**	**36**	**$ 4,031,884**	**33**	**$ 6,065,436**	**38**	**$ 8,505,446**	**28**	**$ 6,115,700**

(1) Other Operating Income are income not attributable to a specific event. Examples are interest income and reimbursements unrelated to a specific event.
Other Operating Expenses are expenses not attributable to a specific event. Examples are event selling expenses, administrative expenses and miscellaneous costs.
Net Revenue from Non-NFL Events does not include Non-NFL Event Ticket Surcharge.

Table 7

Levi's® Stadium
Non-NFL Event Results by Category
As of September 30, 2025

	2025/26 YTD Total
REVENUE:	
Special Event Revenue	$ 1,292,432
Ticket Platform Fees	6,875,097
Suite Ticket Revenue	675,554
Parking	2,740,268
Food & Beverage - Ticketed Events	5,536,589
Food & Beverage - Special Events	128,281
Miscellaneous[1]	3,105,406
Total Revenue	**$ 20,353,627**
EXPENSE:	
Public Safety/Security	$ 6,694,388
Event Staff	4,680,802
Parking	2,539,902
Catering - Special Events	719,994
General Event Related Expenses	4,516,930
Expense Reimbursement from Event Licensee[2]	(5,825,583)
Miscellaneous[3]	911,494
Total Expense	**$ 14,237,927**
Subtotal Net Revenue	**$ 6,115,700**
TICKET SURCHARGE REVENUE:	
Base Ticket Surcharge ($4/ticket)	$ 1,780,064
Additional Ticket Surcharge (>$4/ticket)	2,576,362
Subtotal Ticket Surcharge	**$ 4,356,426**
Total Net Revenue & Ticket Surcharge	**$ 10,472,126**
TRANSFERS OF TICKET SURCHARGE REVENUE:	
Transfer to Discretionary Fund	$ 890,032
Transfer to Public Safety Cost Reserve	$ 2,576,362

[1] Includes venue rental fees, net merchandise sales, interest income, and other revenues.

[2] Expenses incurred for Non-NFL events can either be the responsibility of the SCSA or the Event Licensee depending on the nature of the expense. This figure represents the total expenses incurred by the SCSA that were the responsibilty of the Event Licensee for which the SCSA has been reimbursed, net of the Event Licensee's share of ancillary revenues.

[3] Includes catered events department staff costs, non-event specific staff costs, and other expenses.

Discretionary Fund

The Discretionary Fund is funded by revenue equal to $2 of the base Non-NFL event ticket surcharge. The eight ticketed Non-NFL event contributed $890,000 to the Discretionary Fund in the current period. This is based on the tickets sold provided by the Stadium Manager.

Table 8 shows the revenues and expenses in the Discretionary Fund for the last five years. Additional historical data can be found in the Appendix. The balance at the end of this reporting period was $1.6 million.

Table 8

Discretionary Fund Reserve				
Fiscal Year	Beginning Balance	Revenue	Expenses	Ending Balance
2021/22	$ 2,327,832	$ -	$ (18)	$ 2,327,850
2022/23	2,327,850	639,896	1,300,051	1,667,695
2023/24	1,667,695	796,628	-	2,464,323
2024/25	2,464,323	696,960	2,446,508	714,775
2025/26	714,775	890,032	-	1,604,807

Public Safety Cost Reserve

The Public Safety Cost Reserve is funded by proceeds from the additional Non-NFL ticket surcharge that exceed the $4 per ticket base ticket surcharge. During the current period, eight ticketed Non-NFL event contributed $2.6 million to the Public Safety Cost Reserve. This is based on the tickets sold provided by the Stadium Manager.

Table 9 shows revenues in the Public Safety Cost Reserve. This is the first-year additional surcharge revenue has been collected.

Table 9

Public Safety Cost Reserve				
Fiscal Year	Beginning Balance	Revenue	Expenses	Ending Balance
2025/26	$ -	$ 2,576,362	$ -	$ 2,576,362

Stadium Builder Licenses

The total principal value of currently active Stadium Builder Licenses (“SBLs”) is $560 million and, as of September 30, 2025, 95.6% of the total principal value of all SBLs sold (i.e., $535.5 million) had been collected. Payment for the sale of SBLs are financed over 10 years.

SBL holders that finance their purchase pay an annual interest rate of 8.5% and payments

are due by March 1st each year. The majority of SBL holders make their payments on time. For those that do not pay on time, SBL service staff, working for Stadium Manager on the Stadium Authority's behalf, contact the SBL holders and attempt to collect the full amounts owed. Ultimately, a SBL can be defaulted for non-payment. Once a SBL is defaulted, the SBL holder in default loses their right to buy season tickets as well as their priority rights to tickets to Non-NFL events, and forfeits any money they had invested in the SBL. Defaulted SBLs are then available for resale.

When SBL holders do not purchase NFL season tickets, their SBL is not defaulted, however they lose exclusive rights to their seats and their seats may be sold to another SBL holder. This results in cases where a seat may have more than one SBL associated with it and why there are currently more active SBLs than there are available SBL seats. If the original SBL holder decides to purchase season tickets in the future, they can relocate to a new seat in the same or higher price level, subject to availability. If the relocation results in a change in price level, they need to pay for the difference between their original SBL and the new one. If they chose not to relocate, they must wait for their seat to be available again before they can purchase NFL season tickets.

There is a total of 67,286 currently active SBLs. This is a decrease of 268 from the total active SBLs at the end of the prior fiscal year (March 31, 2025). The main reasons for the decrease are due to SBL defaults offset by sale of new SBLs and the customer seat relocation program. The customer seat relocation program allows customers to trade in their SBLs in return for others in a different location as long as the total face value of the new seats is equal to or greater than the original seats.

During the current reporting period, 420 SBLs were sold for a total face value of $3.2 million. The customer seat relocation program resulted in an increase of $692,000 to the SBL face value, while netting 257 more SBLs. There were also 945 SBLs defaulted during the quarter with a face value of $5.9 million.

Additional details regarding currently active SBLs are noted in Table 10.

Table 10

Santa Clara Stadium Authority

Currently Active Stadium Builder License (SBL) Summary [1]

Seat Value	SBL Seats Available	SBL Seats Sold as of 3/31/25	Through September 30, 2025						
			New SBL Sales	Net SBL Relocations	SBL Defaults	SBL Seats Sold	SBL Value	SBL Collected	% SBL Principal Collected
$ 141,392	100	100	-	-	-	100	$ 14,082,625	$ 14,028,762	99.6%
$ 80,000	942	942	-	-	-	942	$ 75,360,000	$ 74,714,925	99.1%
$ 40,000	2	2	-	-	-	2	$ 80,000	$ 79,600	99.5%
$ 30,000	4,945	4,684	24	3	(41)	4,670	$ 140,100,000	$ 135,153,164	96.5%
$ 20,000	3,475	3,083	35	7	(34)	3,091	$ 61,820,000	$ 57,319,087	92.7%
$ 17,500	90	87	-	-	-	87	$ 1,522,500	$ 1,190,630	78.2%
$ 15,000	7	7	-	-	-	7	$ 105,000	$ 105,000	100.0%
$ 12,000	2,163	2,198	2	3	(37)	2,166	$ 25,992,000	$ 24,886,008	95.7%
$ 10,000	7	7	-	-	-	7	$ 70,000	$ 69,915	99.9%
$ 6,000	20,656	21,023	136	-	(225)	20,934	$ 125,604,000	$ 120,510,966	95.9%
$ 5,000	14,311	14,503	150	(20)	(341)	14,292	$ 71,460,000	$ 65,853,537	92.2%
$ 4,000	916	927	-	(1)	(1)	925	$ 3,700,000	$ 3,684,157	99.6%
$ 3,000	88	89	-	-	-	89	$ 267,000	$ 264,863	99.2%
$ 2,500	36	40	-	-	-	40	$ 100,000	$ 99,998	100.0%
$ 2,000	18,392	19,829	73	265	(266)	19,901	$ 39,802,000	$ 37,463,292	94.1%
$ 1,000	26	33	-	-	-	33	$ 33,000	$ 32,973	99.9%
Total	**66,156**	**67,554**	**420**	**257**	**(945)**	**67,286**	**$ 560,098,125**	**$ 535,456,877**	**95.6%**

Plus: Interest on financed SBLs	**$ 67,393,473**
Total Principal & Interest	**$ 602,850,350**

[1] This table does not include $39.58 million that has been collected life-to-date from defaulted SBL holders.

Santa Clara Stadium Authority Budget Status Reports
Operating Budget

With 50% of the fiscal year complete, total operating revenues for the second quarter of the 2025/26 Fiscal Year were $31.7 million representing 48% of the overall budget for revenues. During the current reporting period, the Stadium Authority collected $3.4 million in SBL proceeds or 66% of what was budgeted. All SBL proceeds are to be transferred to the debt service fund per applicable loan agreements. Stadium Authority also recognized $12.4 million in rent from Forty Niners SC Stadium Company, LLC (StadCo), $4 million in Non-NFL ticket surcharge, $4 million in Naming Rights revenue and $217,000 in sponsorship (STR) revenue all of which are expected to meet or exceed budget this fiscal year.

Total Operating expenses were $12.1 million, or 32% of the annual budget. Shared Stadium Manager expenses were at 49% of the budget, or $6.9 million of the $14 million budgeted amount and SBL Sales and Service expenses were 50% of the budget or $1.2 million. The Stadium Authority pays for all utility costs from February 1st through July 31st and the tenant (StadCo) pays for utility costs from August 1st through January 31st (Tenant Season). Therefore, utility costs are 67% of the budget for the year, or $1.2 million. The current period covers 67% (four out of the six months) that the Stadium Authority is responsible for utility costs. Lastly, Stadium Authority G&A costs were tracking below budgeted levels at $1.3 million or 27% of the budget.

Additional details are shown in Table 11.

Table 11

Santa Clara Stadium Authority

Operating Budget Status Report

For the Period Ending September 30, 2025 and 2024

	Period Ending September 30, 2025				Period Ending September 30, 2024			
	Amended[1] Budget	YTD Actuals	Budget to Actual Difference	% Received	Final Budget	YTD Actuals	Budget to Actual Difference	% Received
Beginning Fund Balance								
Discretionary Fund Reserve	$ 714,775	$ 714,775	$ -	NA	$ 2,464,323	$ 2,464,323	$ -	NA
Legal Contingency Reserve - Buffet Costs	-	-	-	NA	3,321,116	3,321,116	-	NA
Legal Contingency Reserve - Public Safety Costs	-	-	-	NA	7,324,722	7,324,722	-	NA
Operating Reserve	26,878,328	26,878,328	-	NA	26,095,478	26,095,478	-	NA
Renovation/Demolition Reserve	43,771,643	43,771,643	-	NA	31,440,735	31,440,735	-	NA
Stadium Funding Trust Reserve	3,898,514	3,898,514	-	NA	3,611,041	3,611,041	-	NA
Unrestricted	14,643,276	14,643,276	-	NA	15,915,719	15,915,719	-	NA
Total Beginning Fund Balance	**$ 89,906,536**	**$ 89,906,536**	**$ -**	**NA**	**$ 90,173,134**	**$ 90,173,134**	**$ -**	**NA**
Revenue								
NFL Ticket Surcharge	$ 15,034,000	$ 5,369,971	$ 9,664,029	36%	$ 14,595,000	$ 3,034,073	$ 11,560,927	21%
SBL Proceeds	5,156,000	3,380,978	1,775,022	66%	7,969,000	4,025,064	3,943,936	51%
Interest	3,421,000	2,299,610	1,121,390	67%	5,435,000	2,858,112	2,576,888	53%
Net Revenues from Non-NFL Events	5,300,000	-	5,300,000	0%	9,250,000	-	9,250,000	0%
Naming Rights	8,065,000	3,972,751	4,092,249	49%	7,830,000	-	7,830,000	0%
Sponsorship Revenue (STR)	722,000	216,621	505,379	30%	519,000	319,015	199,985	61%
Rent	24,762,000	12,381,000	12,381,000	50%	24,762,000	13,756,000	11,006,000	56%
Senior & Youth Program Fees	270,000	108,725	161,275	40%	279,000	72,911	206,089	26%
Non-NFL Event Ticket Surcharge	3,426,000	3,982,986	(556,986)	116%	1,149,000	1,393,920	(244,920)	121%
Non-NFL Events PSC Depreciation Reimbursement	89,000	-	89,000	0%	-	-	-	NA
Other Revenue	-	16,437	(16,437)	NA	-	-	-	NA
Total Revenue	**$ 66,245,000**	**$ 31,729,079**	**$ 34,515,921**	**48%**	**$ 71,788,000**	**$ 25,459,095**	**$ 46,328,905**	**35%**
Total Source of Funds	**$ 156,151,536**	**$ 121,635,615**	**$ 34,515,921**	**78%**	**$ 161,961,134**	**$ 115,632,229**	**$ 46,328,905**	**71%**

	Amended[1] Budget	YTD Actuals	Budget to Actual Difference	% Used	Final Budget	YTD Actuals	Budget to Actual Difference	% Used
Expenses								
Shared Stadium Manager Expenses								
Stadium Operations	$ 3,489,000	$ 1,744,534	$ 1,744,466	50%	$ 3,384,000	$ 1,691,977	$ 1,692,023	50%
Engineering	3,752,000	1,875,886	1,876,114	50%	3,935,000	1,967,609	1,967,391	50%
Guest Services	486,000	242,812	243,188	50%	621,000	310,278	310,722	50%
Groundskeeping	550,000	274,912	275,088	50%	316,000	158,244	157,756	50%
Security	1,905,000	952,470	952,530	50%	1,602,000	800,830	801,170	50%
Insurance	3,530,000	1,764,898	1,765,102	50%	3,427,000	1,713,493	1,713,507	50%
Stadium Management Fee	277,000	1	276,999	0%	533,000	-	533,000	0%
Shared Stadium Mngr Exps Subtotal	**$ 13,989,000**	**$ 6,855,513**	**$ 7,133,487**	**49%**	**$ 13,818,000**	**$ 6,642,431**	**$ 7,175,569**	**48%**
Other Operating Expenses								
SBL Sales and Service	$ 2,324,000	$ 1,161,770	$ 1,162,230	50%	$ 2,611,000	$ 1,575,502	$ 1,035,498	60%
Buffet Costs	927,000	-	927,000	0%	900,000	-	900,000	0%
Senior & Youth Fees (paid to City)	270,000	108,725	161,275	40%	279,000	72,911	206,089	26%
Ground Rent (paid to City)	1,000,000	1,000,000	-	100%	1,000,000	1,000,000	-	100%
Performance Rent (paid to City)	2,150,000	-	2,150,000	0%	11,450,000	-	11,450,000	0%
Discretionary Fund Expense	250,000	-	250,000	0%	250,000	-	250,000	0%
Utilities	1,796,000	1,197,440	598,560	67%	1,711,000	991,921	719,079	58%
Use of StadCo Tenant Improvements	106,000	92,554	13,446	87%	172,000	137,197	34,803	80%
Stadium Authority G&A	4,687,000	1,260,456	3,426,544	27%	4,288,000	1,472,431	2,815,569	34%
Naming Rights Expense	1,724,000	49,659	1,674,341	3%	136,000	48,213	87,787	35%
Other Expenses	763,000	381,859	381,141	50%	748,000	373,888	374,112	50%
PSC Over Threshold	2,143,000	-	2,143,000	0%	2,312,000	-	-	0%
PSC 2024 Outstanding Balance	2,972,000	-	2,972,000	0%	9,487,000	-	9,487,000	0%
Transfer to City General Fund from Excess Revenues	2,972,000	-	2,972,000	0%	6,166,000	-	6,166,000	0%
Other Operating Expenses Subtotal	**$ 24,084,000**	**$ 5,252,463**	**$ 18,831,537**	**22%**	**$ 41,510,000**	**$ 5,672,063**	**$ 33,525,937**	**14%**
Total Expenses	**$ 38,073,000**	**$ 12,107,976**	**$ 25,965,024**	**32%**	**$ 55,328,000**	**$ 12,314,494**	**$ 40,701,506**	**22%**
Transfers Out								
Debt Service	$ 17,646,000	$ 4,620,456	$ 13,025,544	26%	$ 17,471,000	$ 4,816,409	$ 12,654,591	28%
Capital Expenditures Reserve	5,153,000	-	5,153,000	0%	4,032,000	-	4,032,000	0%
CapEx Reserve - Levi's Naming Rights	-	-	-	NA	1,575,000	-	1,575,000	0%
Total Transfers Out	**$ 22,799,000**	**$ 4,620,456**	**$ 18,178,544**	**20%**	**$ 23,078,000**	**$ 4,816,409**	**$ 18,261,591**	**21%**
Ending Fund Balance								
Discretionary Fund Reserve	$ 1,045,775	$ 1,604,807	$ (559,032)	NA	$ 477,323	$ 3,161,283	$ (2,683,960)	NA
Operating Reserve	27,684,328	26,878,328	806,000	NA	26,878,478	26,095,478	783,000	NA
Public Safety Cost Reserve	-	2,576,362	(2,576,362)	NA	-	-	-	NA
Renovation/Demolition Reserve	49,714,643	43,771,643	5,943,000	NA	43,772,576	31,440,735	12,331,841	NA
Stadium Funding Trust Reserve	7,604,002	603,216	7,000,786	NA	5,750,645	14,595,955	(8,845,310)	NA
Unrestricted	9,230,788	29,472,827	(20,242,039)	NA	6,676,112	23,207,875	(16,531,763)	NA
Total Ending Fund Balance	**$ 95,279,536**	**$ 104,907,183**	**$ (9,627,647)**	**NA**	**$ 83,555,134**	**$ 98,501,326**	**$ (14,946,192)**	**NA**
Total Use of Funds	**$ 156,151,536**	**$ 121,635,615**	**$ 34,515,921**	**78%**	**$ 161,961,134**	**$ 115,632,229**	**$ 44,016,905**	**71%**

[1]Adjustments include previously approved budget amendments through October 21, 2025

Operating Budget – Recommended Budget Adjustments

From time to time, budget adjustments may be necessary to align revenues or expenditures to actual or unexpected activity during the course of a fiscal year, known after the adoption of the Stadium Authority Budget.

On March 11, 2025, the Stadium Authority Board adopted the Santa Clara Stadium Authority FY 2025/26 Operating, Debt Service, and Capital Budget. The following budget adjustments are recommended to recognize higher than anticipated Non-NFL event ticket surcharge and FY 2024/25 Stadium Authority General and Administrative (G&A) budget savings available for stadium operations:

1) Non-NFL Event Ticket Surcharge: The number of tickets sold to the Non-NFL events were higher than anticipated resulting in higher Non-NFL event ticket surcharge. Portions of the additional ticket surcharge revenue of $930,000 will be transferred to the discretionary fund reserve and the public safety cost reserve with the remaining amount being used for operations and ultimately flowing through the excess revenue waterfall to pay down the Public Safety Costs (PSC) 2024 Outstanding Balance, Transfer to the City's General Fund, and Transfer to the Renovation/Demolition Reserve.
2) FY 2024/25 Stadium Authority G&A Budget Savings: The prior year Stadium Authority G&A expenses were under budget by $1.1 million. After the close of the fiscal year, those monies are then available from the Unrestricted Fund Balance for stadium operations which ultimately will flow through the excess revenue waterfall to pay down the PSC 2024 Outstanding Balance, Transfer to the City's General Fund, and Transfer to the Renovation/Demolition Reserve.

Additional details are shown in Table 12

Table 12

Santa Clara Stadium Authority
2025/26 Operating Budget Adjustment

Item #	Line Item	Source of Funds	Use of Funds	Explanation
1	Non-NFL Event Ticket Surcharge	$930,000		This action increases the Non-NFL Event Ticket Surcharge from $3,426,000 to $4,356,000 as a result of higher Non-NFL event ticket sales.
1	Discretionary Fund Reserve		$309,000	This action increases the Discretionary Fund Reserve from $1,045,775 to $1,354,775 as a result of higher Non-NFL event ticket sales.
1	Public Safety Cost Reserve		$433,000	This action increases the Public Safety Cost Reserve from $0 to $433,000 as a result

				of higher Non-NFL event ticket sales.
1	Public Safety Cost (PSC) 2024 Outstanding Balance		$47,000	This action increases the PSC 2024 Outstanding Balance from $2,972,000 to $3,019,000 as a result of higher Non-NFL event ticket sales.
1	Transfer to City General Fund from Excess Revenues		$47,000	This action increases the Transfer to City General Fund from Excess Revenues from $2,972,000 to $3,019,000 as a result of higher Non-NFL event ticket sales.
1	Renovation/Demolition Reserve		$94,000	This action increases the Renovation/Demolition Reserve from $49,714,643 to $49,808,643 as a result of higher Non-NFL event ticket sales.
2	Unrestricted Fund Balance		($1,100,000)	This action decreases the Ending Unrestricted Fund Balances from $9,230,788 to $8,130,788 as a result of FY 2024/25 Stadium Authority G&A budget savings.
2	Public Safety Cost (PSC) 2024 Outstanding Balance		$275,000	This action increases the PSC 2024 Outstanding Balance from $3,019,000 to $3,294,000 as a result of FY 2024/25 Stadium Authority G&A budget savings.
2	Transfer to City General Fund from Excess Revenues		$275,000	This action increases the Transfer to City General Fund from Excess Revenues from $3,019,000 to $3,294,000 as a result of FY 2024/25 Stadium Authority G&A budget savings.
2	Renovation/Demolition Reserve		$550,000	This action increases the Renovation/Demolition Reserve from $49,808,643 to $50,358,643 as a result of Stadium Authority G&A budget savings.
	Total	**$930,000**	**$930,000**	

Debt Service Budget

The Stadium Authority's FY 2025/26 debt service revenue budget of $3.6 million represents anticipated contributions from the Community Facilities District (CFD). The CFD levies and collects a special hotel tax on hotel rooms within the CFD. All collections from the special CFD hotel taxes are contributed to Stadium Authority to pay down the CFD Advance. The CFD Advance is payable solely from amounts received by the Stadium Authority from the CFD. During the first two quarters, $1.8 million was contributed by the CFD, or 49% of the annual budget. Of this amount, $1.8 million was collected and used to pay down the CFD Advance.

Total Stadium Authority debt service expenses for the current reporting period were $14.2 million, or 69% of the budgeted amount. The debt service expenses for the CFD Advance and the Term A Loan were $1.8 million and $12.5 million, respectively.

As of September 30, 2025, the total outstanding amount of Stadium Authority debt had declined to $210.8 million. This is a reduction in principal of $8.8 million from the March 31, 2025 outstanding debt amount of $219.6 million.

Additional details are shown in Tables 13 and 14 and Chart 1.

Santa Clara Stadium Authority

Debt Service Budget Status Report

For the Period Ending September 30, 2025 and 2024

	Period Ending September 30, 2025				Period Ending September 30, 2024			
	Amended[1] Budget	YTD Actuals	Budget to Actual Difference	% Received	Final Budget	YTD Actuals	Budget to Actual Difference	% Received
Beginning Fund Balance								
Required Debt Service Reserve	$ 11,536,235	$ 11,536,235	$ -	NA	$ 11,536,235	$ 11,536,235	$ -	NA
Debt Service Reserve	8,706,100	8,706,100	-	NA	8,122,980	8,122,980	-	NA
Total Beginning Fund Balance	**$ 20,242,335**	**$ 20,242,335**	**$ -**	**NA**	**$ 19,659,215**	**$ 19,659,215**	**$ -**	**NA**
Revenue								
Contribution from CFD	$ 3,605,000	$ 1,757,940	$ 1,847,060	49%	$ 3,457,000	$ 1,686,537	$ 1,770,463	49%
Total Revenues	**$ 3,605,000**	**$ 1,757,940**	**$ 1,847,060**	**49%**	**$ 3,457,000**	**$ 1,686,537**	**$ 1,770,463**	**49%**
Transfers In								
Transfers In from Operating	$ 17,646,000	$ 4,620,456	$ 13,025,544	26%	$ 17,471,000	$ 4,816,409	$ 12,654,591	28%
Total Transfers In	**$ 17,646,000**	**$ 4,620,456**	**$ 13,025,544**	**26%**	**$ 17,471,000**	**$ 4,816,409**	**$ 12,654,591**	**28%**
Total Source of Funds	**$ 41,493,335**	**$ 26,620,731**	**$ 14,872,604**	**64%**	**$ 40,587,215**	**$ 26,162,161**	**$ 14,425,054**	**64%**
	Amended[1] Budget	YTD Actuals	Budget to Actual Difference	% Used	Final Budget	YTD Actuals	Budget to Actual Difference	% Used
Expenses								
CFD Advance	$ 3,565,000	$ 1,753,422	$ 1,811,578	49%	$ 3,429,000	$ 1,674,732	$ 1,754,268	49%
Term A Loan	17,080,000	12,458,550	4,621,450	73%	16,933,000	12,116,306	4,816,694	72%
Total Expenses	**$ 20,645,000**	**$ 14,211,972**	**$ 6,433,028**	**69%**	**$ 20,362,000**	**$ 13,791,038**	**$ 6,570,962**	**68%**
Ending Fund Balance								
Required Debt Service Reserve	$ 11,536,235	$ 11,536,235	$ -	NA	$ 11,536,235	$ 11,536,235	$ -	NA
Debt Service Reserve	9,312,100	872,524	8,439,576	NA	8,688,980	834,888	7,854,092	NA
Total Ending Fund Balance	**$ 20,848,335**	**$ 12,408,759**	**$ 8,439,576**	**NA**	**$ 20,225,215**	**$ 12,371,123**	**$ 7,854,092**	**NA**
Total Use of Funds	**$ 41,493,335**	**$ 26,620,731**	**$ 14,872,604**	**64%**	**$ 40,587,215**	**$ 26,162,161**	**$ 14,425,054**	**64%**

[1]Adjustments include previously approved budget amendments through October 21, 2025

Table 14

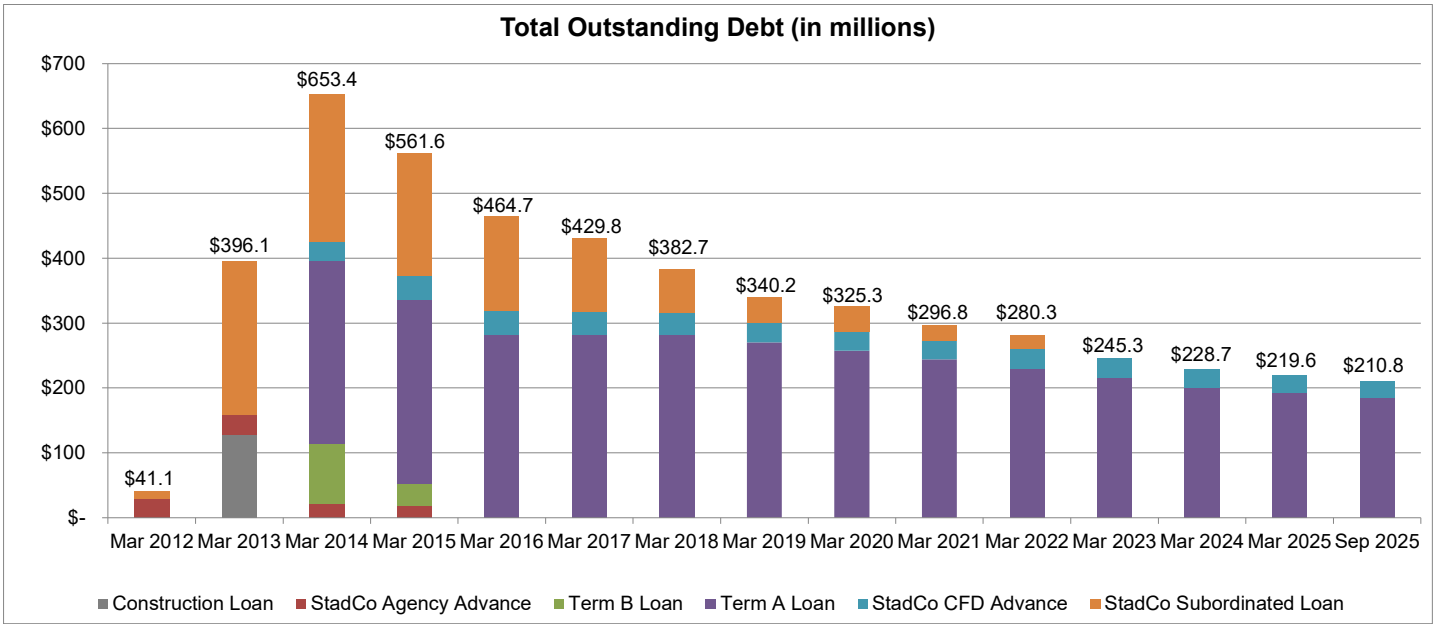
Santa Clara Stadium Authority

Debt Summary Report

Period Ending September 30, 2025

Type of Indebtedness	Interest Rates	Outstanding as of March 31, 2025	Net Change	Outstanding as of September 30, 2025
Stadium Funding Trust Loan:				
Term A Loan	5.00%	$ 192,656,344	$ (7,838,094)	$ 184,818,249
StadCo CFD Advance	5.73%	26,952,920	(987,966)	25,964,954
Total		**$ 219,609,263**	**$ (8,826,060)**	**$ 210,783,203**

Chart 1



Capital Expense (CapEx) Budget

As part of the Capital Expense ("CapEx") Plan, the following projects were underway during the current reporting period:

- Aesthetic Improvements – Premium Areas/Special Event Spaces
- Broadcast Booth Window System Replacement
- General Areas/Coating Main Deck
- IT Replacement of end of life Network equipment
- Kawasaki ATVs
- LED Retrofit Project - Phase 1
- Levi's® Naming Rights Signage Refurbishment
- Lighting System - Controls System
- Lighting Systems – Fixture Replacement of Major Outdoor Lighting/LED Retrofit
- Main Kitchen Equipment
- Plumbing - Boilers
- Radio Booth Cabling
- Security General Allowance
- Stormwater System Assessment and Replacements
- Women's Locker Room

The CapEx Budget increased from $18.6 million to $21.9 million in the current reporting period. A total of $7.2 million has been spent during the first two quarters of FY 2025/26, which amounts to 33% of the budget. The main reason that this is below budget is due to the timing of activity for Capital Expenditure projects. There has also been no activity on warranty work which makes up 7% of the CapEx Budget.

Additional details are shown below in Table 15.

Table 15

Santa Clara Stadium Authority

CapEx Budget Status Report

For the Period Ending September 30, 2025 and 2024

	Period Ending September 30, 2025				Period Ending September 30, 2024			
	Amended[1] Budget	YTD Actuals	Budget to Actual Difference	% Received	Final Budget	YTD Actuals	Budget to Actual Difference	% Received
Beginning Fund Balance	**$ 17,278,221**	**$ 17,278,221**	**$ -**	**NA**	**$ 19,862,834**	**$ 19,862,834**	**$ -**	**NA**
Revenue								
Other Revenue	$ 797,607	$ -	$ 797,607	0%	$ -	$ -	$ -	NA
Total Revenue	**$ 797,607**	**$ -**	**$ 797,607**	**0%**	**$ -**	**$ -**	**$ -**	**NA**
Transfers In								
Transfers In from Operating	$ 5,153,000	$ -	$ 5,153,000	0%	$ 4,032,000	$ -	$ 4,032,000	0%
Transfers In from Operating - Levi's Naming Rights	-	-	-	NA	1,575,000	-	1,575,000	0%
Total Transfers In	**$ 5,153,000**	**$ -**	**$ 5,153,000**	**0%**	**$ 5,607,000**	**$ -**	**$ 5,607,000**	**0%**
Total Source of Funds	**$ 23,228,828**	**$ 17,278,221**	**$ 5,950,607**	**74%**	**$ 25,469,834**	**$ 19,862,834**	**$ 5,607,000**	**78%**
	Amended[1] Budget	YTD Actuals	Budget to Actual Difference	% Used	Final Budget	YTD Actuals	Budget to Actual Difference	% Used
Expenses								
Construction	$ 15,673,379	$ 6,900,662	$ 8,772,717	44%	$ 15,697,725	$ 1,699,806	$ 13,997,919	11%
Equipment	3,856,765	308,324	3,548,441	8%	5,943,000	1,321,791	4,621,209	22%
Contingency & Misc	813,000	-	813,000	0%	973,000	-	973,000	0%
Stadium Warranty Related Construction	1,528,000	-	1,528,000	0%	1,528,000	-	1,528,000	0%
Total Expenses	**$ 21,871,144**	**$ 7,208,986**	**$ 14,662,158**	**33%**	**$ 24,141,725**	**$ 3,021,598**	**$ 21,120,127**	**13%**
Ending Fund Balance	**$ 1,357,684**	**$ 10,069,235**	**$ (8,711,551)**	**NA**	**$ 1,328,109**	**$ 16,841,236**	**$ (15,513,127)**	**NA**
Total Use of Funds	**$ 23,228,828**	**$ 17,278,221**	**$ 5,950,607**	**74%**	**$ 25,469,834**	**$ 19,862,834**	**$ 5,607,000**	**78%**

(1)Adjustments include previously approved budget amendments through October 21, 2025

City of Santa Clara Net General Fund Impact

During the current reporting period there was a total of $1.5 million that was contributed to the General Fund as shown in Table 16. This section of the report also provides information on General Fund revenue and expenditure impacts resulting from the stadium.

Table 16

City of Santa Clara
Net General Fund Impact
For Stadium Authority
Period Ending September 30, 2025

Ground Rent	$	1,000,000
Senior and Youth Fee		108,725
Tasman Parking Lot		5,915
Sales Tax		406,831
Total Net General Fund Impact	**$**	**1,521,471**

Public Safety and Administrative Cost Reimbursement

As described in earlier sections of this report, costs incurred by the City on NFL and Non-NFL events are tracked and billed to the Stadium Manager. Reimbursement is monitored and included in this report. In the current reporting period, public safety costs incurred in support of NFL and Non-NFL events held at Levi's® Stadium totaled $2.4 million and $4.6 million, respectively. The reimbursements come from a combination of payments from the Stadium Manager and the offsite parking fees that were collected. As of the report date, the City has received $2.3 million in Non-NFL public safety reimbursements from the Stadium Manager.

The current balance of the Public Safety Costs (PSC) 2024 Outstanding Balance is $5.3 million and is projected to be paid through excess revenues. It is currently estimated that the PSC 2024 Outstanding Balance will be paid off by FY 2027/28. See the Glossary for more information on this balance.

In addition to public safety costs, administrative costs are also tracked and billed to the Stadium Authority. These include the cost of providing overall stadium management, financial, human resource, legal, and other services to the Stadium Authority. In the second quarter of FY 2025/26, a total of $978,000 of administrative staff costs were incurred by the General Fund, which have been reimbursed to the City.

Rents and Senior and Youth Fee

As noted above, the City's General Fund collected ground rent of $1 million. Additionally, the Senior and Youth Fee generated $109,000, of which the entire amount has been forwarded to the City in support of senior and youth programs. See the Glossary for more information on these revenues and how they are calculated.

Other Revenue Impacts

General Fund sales tax, property tax, and transient occupancy tax (TOT) collections have benefited from the direct and indirect economic activity related to stadium events.

Food and beverage concession sales and merchandise sales at Levi's® Stadium are taxable, resulting in sales tax revenue for the City. The last quarter of sales tax collections from Levi's® Stadium transactions generated $407,000 for the City's General Fund. In addition to the direct sellers at the Stadium, other businesses in Santa Clara are benefiting from the influx of people coming to attend one or more events at Levi's® Stadium, resulting in potentially more sales tax collections for the General Fund.

In accordance with State Law, StadCo must pay possessory interest property tax based on their lease of Levi's® Stadium from the Stadium Authority. This revenue is collected by the county and placed into the Redevelopment Property Tax Trust Fund (RPTTF). Amounts remaining in the RPTTF after paying any enforceable obligations of the Successor Agency are distributed to taxing entities in the same proportion as secured property taxes. The City's proportion is approximately 10%.

Many stadium events bring travelers to the region, resulting in hotel stays which generate TOT collections for the City's General Fund. Although it is impossible to say exactly what portion of the City's TOT collections is due to the stadium, it is clear that hotels both inside and outside the City have benefited, resulting in increases in TOT collections in Santa Clara and our neighboring cities.

Glossary

This section of the report provides details behind key terms that are used in the body of this report.

Discretionary Fund – This is funded by $2 of the base Non-NFL ticket surcharge and has been used to cover NFL public safety costs above the public safety cost threshold and other items at the Stadium Authority's discretion. It is anticipated that the discretionary fund will continue to cover NFL public safety costs above the threshold. Stadium Authority may transfer up to half of the balance of the Discretionary Fund over $1.0 million from the Discretionary Fund to the City's General Fund if (1) adequate provision has been made for the replacement of and upgrades to capital improvements contemplated under the Public Safety Plan and (2) an equal amount is transferred from the Discretionary Fund to Stadium Authority's operating fund to be included as Stadium Authority Revenue.

Ground Lease – The Ground Lease Agreement has an initial term of 40 years commencing on the date of substantial completion which was July 31, 2014. The amount of annual base ground rent that is payable by the Stadium Authority to the City is noted in the Table 17.

Table 17

Lease Year	Fiscal Year	Annual Fixed Ground Rent	Cumulative Total
1	2014/15	$ 180,000	$ 180,000
2	2015/16	$ 215,000	$ 395,000
3	2016/17	$ 250,000	$ 645,000
4	2017/18	$ 285,000	$ 930,000
5	2018/19	$ 320,000	$ 1,250,000
6	2019/20	$ 355,000	$ 1,605,000
7	2020/21	$ 390,000	$ 1,995,000
8	2021/22	$ 425,000	$ 2,420,000
9	2022/23	$ 460,000	$ 2,880,000
10	2023/24	$ 495,000	$ 3,375,000
11	2024/25	$ 1,000,000	$ 4,375,000
12	2025/26	$ 1,000,000	$ 5,375,000
13	2026/27	$ 1,000,000	$ 6,375,000
14	2027/28	$ 1,000,000	$ 7,375,000
15	2028/29	$ 1,000,000	$ 8,375,000
16	2029/30	$ 1,100,000	$ 9,475,000
17	2030/31	$ 1,100,000	$ 10,575,000
18	2031/32	$ 1,100,000	$ 11,675,000
19	2032/33	$ 1,100,000	$ 12,775,000
20	2033/34	$ 1,100,000	$ 13,875,000
21	2034/35	$ 1,200,000	$ 15,075,000
22	2035/36	$ 1,200,000	$ 16,275,000
23	2036/37	$ 1,200,000	$ 17,475,000
24	2037/38	$ 1,200,000	$ 18,675,000
25	2038/39	$ 1,200,000	$ 19,875,000
26	2039/40	$ 1,300,000	$ 21,175,000
27	2040/41	$ 1,300,000	$ 22,475,000
28	2041/42	$ 1,300,000	$ 23,775,000
29	2042/43	$ 1,300,000	$ 25,075,000
30	2043/44	$ 1,300,000	$ 26,375,000
31	2044/45	$ 1,400,000	$ 27,775,000
32	2045/46	$ 1,400,000	$ 29,175,000
33	2046/47	$ 1,400,000	$ 30,575,000
34	2047/48	$ 1,400,000	$ 31,975,000
35	2048/49	$ 1,400,000	$ 33,375,000
36	2049/50	$ 1,500,000	$ 34,875,000
37	2050/51	$ 1,500,000	$ 36,375,000
38	2051/52	$ 1,500,000	$ 37,875,000
39	2052/53	$ 1,500,000	$ 39,375,000
40	2053/54	$ 1,500,000	$ 40,875,000

Net Non-NFL Event Revenue – Net Non-NFL event revenue is remitted by Stadium Manager to the Stadium Authority on a yearly basis. This is done annually because the final reconciliation of the Non-NFL event revenues and expenses does not occur until after the conclusion of each fiscal year.

NFL Ticket Surcharge – The Amended and Restated Non-Relocation Agreement states that the Team will collect a 10% NFL ticket surcharge on the price of admission to all NFL games on behalf of Stadium Authority during the Surcharge Term which currently ends the last day of the 25th lease year or March 31, 2039

Non-NFL Event Ticket Surcharge – The Amended and Restated Stadium Lease Agreement requires that the promoter or sponsor of any Non-NFL event collect a Non-NFL event ticket surcharge of $4 per ticket. The Lease Agreement sets aside one-half of the base Non-NFL event ticket surcharge for stadium operating and maintenance costs and one-half for discretionary expenses of the Stadium Authority. The First Amendment to Amended and Restated Lease Agreement increased the ticket surcharge to a minimum of $8 per ticket starting in FY 2025/26 a $1 escalator in FY 2028/29 and every four years thereafter on behalf of Stadium Authority. One-half of the $4 base surcharge that is paid to Stadium Authority covers general stadium operations and the other half funds the Stadium Authority Discretionary Fund. The additional proceeds exceeding the $4 base surcharge will be deposited to the Public Safety Cost Reserve to be used to pay public safety costs exceeding the threshold.

Offsite Parking Fees – Parking lot operators who wish to operate a parking lot for sports or entertainment venues are required to go through the City's permitting process. If approved, per the City's Municipal Fee Schedule, these operators remit an offsite parking fee for each car that is parked for sports or entertainment events. This fee is designed to recover the public safety costs associated with these permitted offsite parking lots. Therefore, when invoicing for NFL or Non-NFL public safety costs for a particular event held at Levi's® Stadium, the offsite parking fee that is collected for said event partly offsets the total public safety costs owed for that event. In the City's FY 2025/26 (July 1, 2025 through June 30, 2026) the offsite parking fee is $6.94.

Performance-Based Rent – Stadium Authority pays the City performance-based rent on top of the fixed ground rent. After the completion of the fiscal year, net income from Non-NFL events are calculated and reported to Stadium Authority by Stadium Manager. With the finalized Non-NFL events report, Stadium Authority calculates the performance-based rent to be remitted to the City during July following the Stadium Authority's fiscal year-end. The basic calculation for the performance-based rent is 50% of the net income from Non-NFL events for any given lease year less the sum of Performance-Based Rent Credits. The Performance-Based Rent Credits include (1) 50% of the fixed ground rent for the current lease year, (2) the amount, if any, that the Public Safety Costs exceed the Public Safety Cost Threshold for the current lease year, (3) following the Tax Allocation Termination Date, the amount of Received Possessory Interest Tax (PIT), and (4) the amount of any credit for Disproportionate Taxes for the current lease year.

Public Safety Costs – For each NFL and Non-NFL event held at Levi's® Stadium, a public safety plan is developed and implemented. Multiple City departments provide staffing, materials, and supplies to support the public safety plan. Services are provided through a combination of City staff, contracts with other agencies (e.g. California Highway Patrol, County Sheriff's Office, and City of Sunnyvale) and some vendor provided services.

The Amended and Restated Stadium Lease Agreement section 7.5 states that the tenant is responsible for reimbursing the City for the public safety costs attributed to NFL events at Levi's® Stadium. Additionally, Article 5 of the Stadium Management Agreement notes that the Stadium Manager is responsible for paying Non-NFL event expenses on behalf of the Stadium Authority. Therefore, the cost of providing public safety services are

tracked through the City's financial system and invoices are sent to the Stadium Manager. All of these costs are reimbursed to the City of Santa Clara.

Public Safety Costs (PSC) 2024 Outstanding Balance: As part of the 2024 Settlement Agreement, public safety costs over the threshold for FY 2017/18 to FY 2023/24 would not be treated as Credited Public Safety Costs and therefore would not affect the calculation of Performance Based Rent. Instead, these costs amounting to approximately $14.8 million have been redefined as "PSC 2024 Outstanding Balance" which would be paid from a legal contingency reserve and future excess revenues until paid off.

Table 18

PSC 2024 Outstanding Balance

Fiscal Year	Outstanding Balance	Actual/Projected Payments	Remaining Balance
2023/24	$ 14,786,346	$ -	$ 14,786,346
2024/25	$ 14,786,346	$ 9,486,570	$ 5,299,776
2025/26	$ 5,299,776	$ 3,294,000	$ 2,005,776

Public Safety Costs Over Threshold: As of the 2024/25 lease year, the public safety cost threshold will equal $360,000 per game. For lease year 2025/26 and each lease year thereafter the threshold will increase by 4%. Public safety costs incurred above the annual threshold will be repaid over time with additional proceeds from the Non-NFL event ticket surcharge and the discretionary fund. The threshold for the current lease year is $374,400.

Senior and Youth Program Fees – During the lease terms, StadCo collects City of Santa Clara Senior and Youth Program Fees on behalf of Stadium Authority. As of FY 2024/25 the fee was $0.40 per NFL game ticket up to a maximum of $300,000 per lease year. Every ten lease years the fee will increase by $0.05 in conjunction with the maximum amount increasing by an additional $50,000.

Stadium Management Fee – The Stadium Manager receives an annual base management fee to manage Levi's® Stadium. The fee was $400,000 in the first lease year and increases by 3% annually as detailed in the table below. This annual base management fee is split 50/50 between StadCo and the Stadium Authority since the Stadium Manager manages the stadium year-round for both entities. In addition to the base management fee, the Stadium Manager also receives a stadium marketing and booking fee (incentive fee) which is based on a percentage of the amount that the net income from Non-NFL events exceeds the marketing and booking fee benchmark. The marketing and booking fee benchmark was $5 million in the first lease year and also increases by 3% annually as detailed in the table below. The annual stadium management fee for each of the first ten lease years are noted in the Table 18 below.

Table 19

Fiscal Year	Lease Year	Annual Base Stadium Management Fee (SCSA Share)	Stadium Marketing and Booking Fee Benchmark	Net Income from Non NFL Events	1st Tier paid at 10% Fee	Additional Stadium Marketing and Booking Fee 10% 1st Tier	2nd Tier paid at 15% Fee	Additional Stadium Marketing and Booking Fee 15% 2nd Tier	Total Stadium Management Fee
2014/15	1	$ 200,000	$ 5,000,000	$ 5,207,553		$ 10,378		$ -	$ 210,378
2015/16	2	206,000	5,150,000	6,079,016		46,451		-	252,451
2016/17	3	212,180	5,304,500	5,316,894		620		-	212,800
2017/18	4	218,545	5,463,635	5,163,329	2,000,000	-	4,000,000	-	218,545
2018/19	5	225,102	5,627,544	18,591	2,060,000	-	4,120,000	-	225,102
2019/20	6	231,855	5,796,370	(2,741,014)	2,121,800	-	4,243,600	-	231,855
2020/21	7	238,810	5,970,261	(476,960)	2,185,454	-	4,370,908	-	238,810
2021/22	8	245,975	6,149,369	(288,741)	2,251,018	-	4,502,035	-	245,975
2022/23	9	253,354	6,333,850	8,809,167	2,318,548	231,855	4,637,096	23,515	508,724
2023/24	10	260,955	6,523,866	8,266,685	2,388,105	174,282	4,776,209	-	435,237
2024/25	11	268,783	6,719,582	10,163,814	2,459,748	245,975	4,919,495	147,673	662,430
2025/26	12	276,847	6,921,169	To be determined					

Appendix

This section of the report provides additional historical data for the tables referenced in the body of this report.

Table 20

Levi's® Stadium
Historical NFL Event Statistics

	2014/15 Q2 Total	2015/16 Q2 Total	2016/17 Q2 Total	2017/18 Q2 Total	2018/19 Q2 Total	2019/20 Q2 Total	2020/21 Q2 Total
No. of NFL Events	4	3	3	4	3	3	-
No. of Tickets Sold	271,503	198,634	188,705	249,408	190,840	184,769	-
NFL Ticket Surcharge	$ 2,911,416	$ 1,851,550	$ 2,343,474	$ 2,544,721	$ 1,732,335	$ 2,416,387	$ -
Senior/Youth Program Fees	$ 95,026	$ 69,522	$ 66,047	$ 87,293	$ 66,794	$ 64,669	$ -
Cars Parked at Offsite Lots	37,884	16,986	18,295	21,442	15,030	16,578	-
City Offsite Parking Fee	$ 186,389	$ 86,289	$ 95,866	$ 116,216	$ 84,619	$ 96,981	$ -
Cars Parked on Tasman Lots	1,737	1,967	1,689	2,357	1,244	1,485	-
Cars Parked on Golf Course	11,378	7,353	-	-	-	-	-
City Tasman Lot and Golf Course Parking Fee	$ 65,575	$ 46,600	$ 8,445	$ 11,785	$ 6,220	$ 7,425	$ -
Stadium Public Safety Costs	$ 914,005	$ 673,723	$ 740,565	$ 975,574	$ 764,421	$ 1,157,636	$ -
Golf Course Public Safety Costs	$ 111,690	$ 25,242	$ -	$ -	$ -	$ -	$ -
Subtotal Event Public Safety Costs	$ 1,025,695	$ 698,965	$ 740,565	$ 975,574	$ 764,421	$ 1,157,636	$ -
Less: Offsite Parking Fee Credit	$ (186,389)	$ (86,289)	$ (95,866)	$ (116,216)	$ (84,619)	$ (96,981)	$ -
Reimbursable Stadium Public Safety Costs	$ 839,306	$ 612,676	$ 644,700	$ 859,359	$ 679,802	$ 1,060,654	$ -

Table 21

Levi's® Stadium
Historical Non-NFL Event Statistics

	2014/15 Q2 Total	2015/16 Q2 Total	2016/17 Q2 Total	2017/18 Q2 Total	2018/19 Q2 Total	2019/20 Q2 Total	2020/21 Q2 Total
No. of Non-NFL Ticketed Events	2	13	14	7	7	6	-
No. of Tickets Sold	106,699	542,390	518,542	210,157	231,849	125,587	-
Non-NFL Base Ticket Surcharge	$ 426,796	$ 2,130,628	$ 2,074,168	$ 840,628	$ 927,396	$ 502,348	$ -
Non-NFL Additonal Ticket Surcharge [1]	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Ticket Surcharge	$ 426,796	$ 2,130,628	$ 2,074,168	$ 840,628	$ 927,396	$ 502,348	$ -
No. of Non-NFL Special Events	43	100	53	42	41	28	-
Non-NFL Special Event Attendees	12,521	73,196	17,959	23,726	15,943	7,752	-
Cars Parked at Offsite Lots	10,748	51,669	55,731	19,466	22,338	13,130	-
City Offsite Parking Fee	$ 52,880	$ 258,252	$ 286,531	$ 104,077	$ 123,559	$ 75,164	$ -
Cars Parked on Golf Course	5,413	19,743	9,562	-	-	-	-
City Golf Course Parking Fee	$ 27,065	$ 98,715	$ 47,810	$ -	$ -	$ -	$ -
Stadium Public Safety Costs	$ 444,151	$ 2,624,988	$ 2,469,148	$ 1,035,289	$ 1,378,966	$ 1,004,000	$ -
Golf Course Public Safety Costs	$ 55,701	$ 113,440	$ 39,905	$ -	$ -	$ -	$ -
Subtotal Event Public Safety Costs	$ 499,852	$ 2,738,429	$ 2,509,053	$ 1,035,289	$ 1,378,966	$ 1,004,000	$ -
Less: Offsite Parking Fee Credit	$ (52,880)	$ (258,252)	$ (286,531)	$ (104,077)	$ (123,559)	$ (75,164)	$ -
Reimbursable Public Safety Costs	$ 446,972	$ 2,480,177	$ 2,222,522	$ 931,212	$ 1,255,407	$ 928,836	$ -

[1] The First Amendment to Amended and Restated Lease Agreement increased the ticket surcharge to a minimum of $8 per ticket starting in FY 2025/26. The surcharge exceeding the $4 per ticket base is shown in the table as additional ticket surcharge.

Table 22

Discretionary Fund Reserve				
Fiscal Year	Beginning Balance	Revenue	Expenses	Ending Balance
2014/15	$ -	$ 715,770	$ -	$ 715,770
2015/16	715,770	1,238,542	714,028	1,240,284
2016/17	1,240,284	1,164,698	699,129	1,705,853
2017/18	1,705,853	768,564	1,209,342	1,265,075
2018/19	1,265,075	796,294	101,267	1,960,102
2019/20	1,960,102	367,748	-	2,327,850
2020/21	2,327,850	-	18	2,327,832

Santa Clara Stadium Authority

2025/26 Operating Budget Adjustment

Line Item	Source of Funds	Use of Funds	Explanation
Non-NFL Event Ticket Surcharge	$ 930,000		This action increases the Non-NFL Event Ticket Surcharge from $3,426,000 to $4,356,000 as a result of higher Non-NFL event ticket sales.
Discretionary Fund Reserve		$ 309,000	This action increases the Discretionary Fund Reserve from $1,045,775 to $1,354,775 as a result of higher Non-NFL event ticket sales.
Public Safety Cost Reserve		$ 433,000	This action increases the Public Safety Cost Reserve from $0 to $433,000 as a result of higher Non-NFL evnet ticket sales.
Public Safety Cost (PSC) 2024 Outstanding Balance		$ 47,000	This action increases the PSC 2024 Outstanding Balance from $2,972,000 to $3,019,000 as a result of higher Non-NFL event ticket sales.
Transfer to City General Fund from Excess Revenues		$ 47,000	This action increases the Transfer to City General Fund from Excess Revenues from $2,972,000 to $3,019,000 as a result of higher Non-NFL event ticket sales.
Renovation/Demolition Reserve		$ 94,000	This action increases the Renovation/Demolition Reserve from $49,714,643 to $49,808,643 as a result of higher Non-NFL event ticket sales.
Unrestricted Fund Balance		$ (1,100,000)	This action decreases the Ending Unrestricted Fund Balances from $9,230,788 to $8,130,788 as a result of FY 2024/25 Stadium Authority G&A budget savings.
Public Safety Cost (PSC) 2024 Outstanding Balance		$ 275,000	This action increases the PSC 2024 Outstanding Balance from $3,019,000 to $3,294,000 as a result of FY 2024/25 Stadium Authority G&A budget savings.
Transfer to City General Fund from Excess Revenues		$ 275,000	This action increases the Transfer to City General Fund from Excess Revenues from $3,019,000 to $3,294,000 as a result of FY 2024/25 Stadium Authority G&A budget savings.
Renovation/Demolition Reserve		$ 550,000	This action increases the Renovation/Demolition Reserve from $49,808,643 to $50,358,643 as a result of Stadium Authority G&A budget savings.
Total	**$ 930,000**	**$ 930,000**	

25-1667 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT

Action Authorizing the City Manager to Negotiate and Execute a License Agreement for Property Use of the Youth Soccer Park and its facilities and adjacent parking lots between the City of Santa Clara and the National Football League for Super Bowl LX Operational Support

BACKGROUND

The National Football League (NFL) is scheduled to host Super Bowl LX at Levi's Stadium, located at 4900 Marie P. DeBartolo Way in Santa Clara on February 8, 2026. In July 2025, the NFL notified the City of their interest in entering into a license agreement for the use of the Santa Clara Youth Soccer Park (YSP) located at 5020 Stars and Stripes Drive, Santa Clara, CA 95054, including the Youth Soccer Park fields #1 and #2 (not the synthetic field), fieldhouse, and parking lot; and (2) the former Yellow Lots 1 and 2, located at 5166 Stars and Stripes Drive, Santa Clara, CA 95054 (Shown in as Attachment 1 "Licensed Space"). As the Licensed Space is located within the Super Bowl LX security perimeter, the NFL requires exclusive access to the Licensed Space between January 5 and February 22, 2026 ("Use Period").

To compensate the City for the exclusive facility use, the NFL is providing a community benefit improvement (Attachment 2) within the Youth Soccer Park by replacing all sprinkler heads and grass for the two natural turf soccer fields (Field #1 and Field #3) at an estimated value of $1.2 million (City Engineering Estimate(s): Field #1 replacement at approx. 118,000 sf = $637,200 and Field #2 replacement at approx. 102,000 sf = $550,800). In addition to the natural turf field replacement, the NFL will be providing new player/coach/referee dugouts for all three fields at an estimated value of approximately $64,000.

To manage the NFL's exclusive use of the Youth Soccer Park during the Use Period and to address community needs, the Parks and Recreation Department (Department) has been meeting regularly (1-2 times per month) with Santa Clara youth soccer groups since August 2025 to discuss field scheduling impacts and solutions. As a result of this collaboration, the Department successfully identified alternative field space for Santa Clara youth soccer groups throughout the Use Period.

DISCUSSION

Super Bowl LX 2026

The NFL is scheduled to host Super Bowl LX at Levi's Stadium, located at 4900 Marie P. DeBartolo Way in Santa Clara on February 8, 2026. Through discussions between the City, the NFL and BAHC, it was established that if access to any facilities under the control of the City or the Stadium Authority is required, including, without limitation, the Youth Soccer Park (which the Parties anticipate will fall within the security perimeter for the Game and Designated Events), the NFL and BAHC must obtain the necessary right-of-entry permits and/or licenses from the City or the Stadium Authority, as applicable, on reasonable terms to be negotiated.

In July 2025, the NFL notified the City of its interest in entering into a license agreement for the use of the Licensed Space. Because the Licensed Space is located within the Super Bowl LX security perimeter, the NFL requires exclusive access to the Licensed Space during the Use Period. The City and the NFL held several meetings between August and December of 2025 to discuss community impacts and facility needs related to their requested use.

During the Use Period of the Licensed Space, YSP Field #1 will be used for media support services, and YSP Field #3 will serve as the rehearsal field for the half-time show. Additionally, the parking lots and buildings within the License Space will be used to support event staff and vehicle parking. Although YSP Field #2 (the synthetic turf field) is not included in the Licensed Space, it will be inaccessible to the community during the Use Period due to its location within the secured area.

Community Benefit

To compensate the City for the exclusive facility use, the NFL will provide a community benefit improvement at the Youth Soccer Park consisting of the replacement of all sprinkler heads and the natural soccer field turfs on Field #1 and Field #3, with an estimated value of $1.2 million. In addition, the NFL will provide new player/coach/referee dugouts for all three fields valued at approximately $64,000, bringing the total “community benefit” to approximately $1.3 million.

It is important to note that the NFL was initially reluctant to utilize the Youth Soccer Park due to turf condition issues that occurred following their use of the park for Super Bowl 50. Initial proposals called for no use of the playing field surface, to proposals to utilize the fields with the installation of temporary protective pads to ensure that permanent damage was not done. Ultimately, staff and the NFL arrived at the proposed plan, which includes the use of the natural soccer field turfs on Field #1 and Field #3, in exchange for a turf replacement community benefit project, with an estimated value of $1.2 million.

A facility rental that excluded the use of the fields would leave the facility in its status quo, with natural turf fields last replaced 10 years ago (following Super Bowl 50). Alternatively, a rental of the facility that included the use of the natural turf fields and the installation of temporary protective pads would have generated rental fees of approximately $400,000 (which is lower than the value of the negotiated community benefit project).

The natural grass turf fields (Field #1 and Field #3) within the Youth Soccer Park were last reconditioned and replaced in 2016, following the NFL’s hosting of Super Bowl 50 at Levi’s Stadium. The fields are due for replacement and refurbishment, including soil thatching to improve drainage, reduce soil compaction, and support overall turf health, root growth, and turf regeneration given the intensive annual soccer field use by Santa Clara youth soccer groups. However, the cost of soil thatching substantially exceeds the fair value of the proposed License for NFL use of the Licensed Space when considered in addition to the other Community Benefits proposed and therefore is not included in the $1.2 million “community benefit” field replacement. The City is currently exploring funding options to cover the soil thatching component for the natural grass turf fields estimated at approximately $0.5 million. The thatching is recommended but is not required.

Santa Clara Youth Soccer Groups

The NFL use of the Licensed Space during the Use Period, and the time during which the Community Benefits are installed will result in the temporary displacement of Santa Clara Youth Soccer Groups.

To manage the NFL's exclusive use of the Youth Soccer Park and address community needs, the Parks and Recreation Department analyzed historic programming, rental patterns, and community demand. The Department also met regularly with Santa Clara youth soccer groups from August through November to discuss field scheduling impacts and solutions.

Ultimately, the Parks and Recreation Department identified alternative field space during the Use Period by expanding rental hours at Reed & Grant Sports Park and activating Marsalli and Fatjo natural turf fields, both of which have lighting to accommodate shorter winter days. The Department also hosted its annual winter season field allocation meeting with all user groups, including Santa Clara youth soccer groups, on Wednesday, November 19. The meeting successfully ensured that all groups had resources needed to deliver their league programs while minimizing the impacts of Super Bowl LX during Use Period.

In addition to managing the impacts during the Use Period, the City is actively coordinating with Santa Clara youth soccer groups, the NFL, and FIFA to mitigate impacts from the "community benefit" renovations of YSP Fields #1 and #3, as well as potential interruptions related to the 2026 FIFA World Cup games hosted at Levi's Stadium from June 13 to July 1, 2026. Once the renovation schedule is finalized, the City will work with Santa Clara youth soccer groups to determine field and permit allocations for March through May and beyond. The Parks and Recreation Department is currently analyzing historic field use for the anticipated field replacement project, expected to occur between June and September 2026. The natural grass turf field replacement project is estimated to take between 10 to 12 weeks and will include removal of the existing turf, soils/ground leveling, sprinkler replacement, and installation, maintenance, and rooting of the new grass/turf.

Proposed License Agreement Term Sheet (Term Sheet)
This Term Sheet summarizes the principal terms of a proposed License Agreement between the City of Santa Clara and the NFL for the temporary use and improvement of certain City facilities in connection with the Super Bowl at Levi's Stadium. The Agreement has not been finalized but the parties have negotiated terms as documented in the form of agreement attached.

1. Licensed Areas. The facilities subject to the License Agreement (collectively, the "Licensed Space") will consist of: (1) the Santa Clara Youth Soccer Park, located at 5020 Stars and Stripes Drive, Santa Clara, CA 95054, including the Youth Soccer Park fields #1 and #2 (not the synthetic field), fieldhouse, and parking lot; and (2) the former Yellow Lots 1 and 2, located at 5166 Stars and Stripes Drive, Santa Clara, CA 95054.

2. Term and Key Dates of License. The NFL will have exclusive access and operational use of the Licensed Space during the "Use Period," which is expected to run from January 5, 2026 through February 22, 2026. In addition to the Use Period, the License Agreement will provide for an "Improvement Work Period" during which certain soccer fields (Fields #1 and #3) will be closed and maintained following turf replacement, and during which NFL will perform broader field improvements. The Improvement Work Period is anticipated to occur from approximately June 2026 through September 15, 2026, on specific dates to be mutually agreed upon and authorized in writing by the City.

3. NFL License / Use Rights. Under the License Agreement, the City will grant the NFL an exclusive license to use the Licensed Space during the Use Period. The permitted uses (the

"Permitted Use") will include establishment and operation of a broadcast compound, halftime show and rehearsal compounds, green rooms, and an NFL operational support compound, all in connection with the Super Bowl at Levi's Stadium. During the Use Period, the NFL, its contractors and designees will have exclusive use of, and access to, the Licensed Space, and the City will not schedule or allow conflicting events or uses. The City will also grant the NFL a separate license to perform field and facility improvements within the Licensed Space during the Improvement Work Period, all as more specifically described in Attachment 2 (the "Improvement Work").

4. Improvements.
    a. Field Replacement and Maintenance (Fields #1 and #3). NFL), will be responsible for and will contract with Colony Landscape & Maintenance, Inc. (Colony) to replace and maintain Fields #1 and #3 at the Youth Soccer Park (the "Replacement Fields"). Following turf installation, NFL will be responsible for, and retain Colony for maintenance of the Replacement Fields for the duration of the Replacement & Maintenance Period.
    b. Dugout Replacements. In addition to the replacement and maintenance of Fields #1 and #3, NFL will pay for the cost to replace fifteen existing dugouts at Youth Soccer Park with new dugout units up to the estimated total cost of $64,000.
    c. To the extent applicable under state law, the Improvement Work will be performed in accordance with California prevailing wage and other labor requirements.

5. Consideration and Community Benefits.
    a. Improvement Work. NFL will be obligated to pay for and cause to be performed all Improvement Work, including, without limitation, the replacement and maintenance of the Replacement Fields.
    b. Field Use Coordination. If youth sports groups or other users that typically use the Licensed Space are displaced as a result of Improvement Work Period, the City will make reasonable efforts to relocate such users to alternate City park facilities, and if necessary, to private facilities. If private facilities are required, NFL will assist the City in coordinating alternative practice locations, including helping to identify, schedule, and coordinate the use of other suitable fields or facilities at the lowest possible cost, subject to City's reasonable approval. NFL will reimburse the City for reasonable documented relocation-related costs, including standard City field use fees, staff time, and third-party field use fees, up to a maximum amount of $15,000.
    c. Dugouts. NFL will also provide up to $64,000 for the cost of new dugouts as set forth in Section 4, above.

6. Liquidated Damages. Unless due to a force majeure event or material breach by City that is not cured within fifteen (15) calendar days, if NFL fails to complete Improvement Work within ninety (90) days of the date in which the City authorizes NFL to start the Improvement Work, NFL will pay the City liquidated damages in the amount of $8,702 per day until completion.

7. Warranty. NFL warrants that Improvement Work will be performed in a professional manner consistent with industry standards and City specifications for a period of one year after acceptance. NFL shall promptly repair or replace, at no cost to the City, any work that fails to meet these standards, including unhealthy or failing turf. These warranty obligations shall survive the termination or expiration of the Agreement through the Warranty Period.

8. Condition, Use, and Restoration. NFL will be required to take good care of the Licensed Space during the Use Period and throughout its activities under the License Agreement. NFL will be responsible for repairing any damage to the Licensed Space caused by NFL, its contractors, or invitees during the Use Period and will return the Licensed Space to the City in substantially the same condition as when accepted by NFL. NFL will still be obligated to take good care of the Licensed Space and complete the Improvement Work during the Improvement Work Period.

9. Termination Rights. The License Agreement will provide NFL with certain limited termination rights, including:
    a. Prior to the commencement of the Use Period, NFL may terminate the Agreement, without penalty, if it determines, in its reasonable discretion, any significant event or circumstance occurs that materially prejudices the safe conduct of the Permitted Use at the Licensed Space that cannot be promptly and reasonably resolved; or
    b. If the Super Bowl is cancelled; or
    c. If after the commencement of the Use Period and prior to occurrence of the Super Bowl, Licensee reasonably determines that any significant event or circumstance occurs that materially prejudices the safe conduct of the Permitted Use at the Licensed Space that cannot be promptly and reasonably resolved.

If the License is terminated by Licensee under items (b) or (c), for each day that Licensee has made use of the Licensed Space pay to Licensor the amount of Eight Thousand Seven Hundred and Two Dollars ($8,702) per day.

10. Insurance. NFL and/or its subcontractor will be required to maintain, at its sole cost and expense insurance consistent with the City's standard insurance requirements.

11. Indemnification. NFL will be indemnifying the City (and council, officers, employees, etc.) for losses arising from NFL's use of the Licensed Space, acts/omissions of NFL and its invitees/contractors, NFL's breach, and NFL's violations of law. The indemnity provisions in the Agreement will survive the expiration or earlier termination of the Agreement.

12. Compliance with Tax Laws. If a possessory interest is created, the Licensee may be subject to the payment of property taxes levied on the interest in accordance with Revenue and Taxation Code Section 107.6. Licensor and Licensee shall cooperate in the defense of any action instituted by the County to assess a possessory interest tax levy.

The final form of the License Agreement will reflect the terms as outlined in this report and will substantially conform with the City's standard license requirements, subject to final approval by the City Attorney and City Manager.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT
The “community benefit” services will be provided as in-kind services at the expense of the National Football League valued at approximately $1.3 million. The optional soil thatching is not included in the community benefit services. If the City chooses to move forward with the soil thatching, the estimated cost is approximately $0.5 million. City staff is exploring potential funding sources to cover that cost, including current fiscal year cost savings.

COORDINATION
This report has been coordinated with the Finance Department, the City Attorney’s Office, and the City Manager’s Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

ALTERNATIVES
1. Other action(s) as directed by the City Council.

RECOMMENDATION
Authorize and direct the City Manager to Negotiate and Execute a License Agreement for Property Use of the Youth Soccer Park and its facilities and adjacent parking lots between the City of Santa Clara and the National Football League for Super Bowl LX Operational Support that is consistent with the terms of the proposed term sheet provided in this Staff Report, and subject to final approval by the City Attorney and City Manager.

Prepared by: Damon Sparacino, Director, Parks & Recreation
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. Licensed Space
2. Improvement Work

ATTACHMENT 1

THE LICENSED SPACE

Former Yellow Lots 1 & 2 Property



Youth Soccer Park Property



ATTACHMENT 2

IMPROVEMENT WORK: NATURAL TURF REPLACEMENT

Replacement Fields shall be replaced and maintained as follows:

I. With respect to replacing the Replacement Fields, Licensee shall cause its vendor to:

(a) New natural turf shall be procured and installed per Section 3.2, “Natural Soccer Fields”, of the City of Santa Clara Parks and Recreation Department – Park Amenities & Design Standards, except for turf material as mentioned below to be Tahoma 31 and other special requirements, as delineated in this Exhibit B.
(b) Replace 15 existing dugouts with new per the attached quote from Soccer Innovations.
(c) Conduct a pressure test and general audit of irrigation system prior to NFL moving into site to ensure that there are no pre-existing leaks or issues. Pressure test and audit dates to be mutually upon between NFL, vendor and Licensee.
(d) Optional item considered the City’s responsibility and expense: Perform thatching removal. Remove all existing grass and organic matter above the current sand base, and resodding with new grass.
(e) Install turf type: T31-BRI: 1/2" THICK TAHOMA 31
(f) Mobilize equipment/project management
(g) Demolish and off haul existing sod/rootzone (up to 1.5” Depth of Cut (1 Pass)
(h) Blend and laser grade existing site organic matter/soils
(i) Roll and top dress with ¼” sand
(j) Install and adjust new irrigation heads to grade
(k) Provide detail specification of installed material to the City after completion.
(l) Laying Sod
    i. Moisten prepared surface immediately prior to laying sod.
    ii. Lay sod immediately after delivery to site to prevent deterioration.
    iii. Lay sod smooth and tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
    iv. Where new sod adjoins existing grass areas, align top surfaces.
    v. Where sod is placed adjacent to hard surfaces, such as curbs, pavements, etc., place top elevation of sod 1/4" inch below top of hard surface.
    vi. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.
    vii. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities. Roll sodded areas with roller not exceeding

II. Maintenance Period (General):

(a) Furnish all labor, material, equipment and services required to maintain landscape in a healthy growing condition and in a neat and attractive appearance throughout the maintenance period.
(b) The Maintenance Contractor shall be experienced in horticulture and landscape maintenance, practices and techniques, and shall provide sufficient number of workers with adequate equipment to perform the work during the maintenance period.
(c) Maintenance Period begins after all punch list or corrective items have been accepted by the City.
(d) Any day of improper maintenance, as determined by the City, shall not be credited as an acceptable maintenance period day. The maintenance period shall be extended on a daily basis if the work is not in accordance with this document.
(e) Maintenance shall continue beyond the ninety (90) day maintenance period, as required, until final acceptance is given by the City
(f) A phased maintenance period will not be accepted.
(g) All plant material and other materials installed under the Contract shall be guaranteed against any and all poor, inadequate or inferior materials and/or workmanship or improper maintenance, as determined by City, and shall be replaced by the Contractor at his expense. Warranty periods are as follows:
    1. Groundcover and Turf: One year.
    2. Replacement: Any materials found to be dead, missing, declining or not in a satisfactory or healthy condition during the maintenance period shall be replaced immediately. City shall be sole judge as to the condition of material. Material to be replaced within the guarantee period shall be replaced by the Contractor within five (5) days of written notification by the City. All replacement materials and installations shall comply with this document.
(h) Proper maintenance, including watering, weeding, mowing, edging, fertilization, rolling of turf, replacement and infill of mulch, replacement of jute mesh, infill of settled areas, repairing and protection shall be required until entire project is finally accepted.
(i) Watering: Thoroughly water to insure vigorous and healthy growth until work is accepted. Water in a manner to prevent erosion due to application of excessive quantities of water. When hand watering use a water wand to break the water force.
(j) Weeding: Keep turf areas and areas between plants free of weeds. Control weeds with pre-emergent herbicides. If weeds develop, use legally approved herbicides and hand remove. Avoid frequent soil cultivation that destroys

shallow roots. Weeding also shall be included in all paved areas including public or private sidewalks.

III. Maintaining the Replacement Fields:

(a) Reel mowing of each of the Replacement Fields two times per week, string trimming/edging as needed
(b) Pro Core 648 Aeration on each of the Replacement Fields one time during the Replacement and Maintenance Period
(c) One Fertilizer Application on each Replacement Fields during the Replacement and Maintenance Period Materials Included)
(d) Two Spray applications on Replacement Fields as needed to prevent limit weeds and or disease (Materials Included)
(e) No sports line painting included, as fields must be closed during the grow in period.
(f) Rolling of Replacement Fields as needed
(g) Initial mowing of turf will commence when the grass has reached a height of two and one- half (2-1/2) inches. The height of cut will be two (2) inches. After initial establishment maintain Bermuda and creeping grasses at 1½" and fescues or rye grass at 2". Mowing will be at least every 4-6 days for the second through fifth cuttings, and at least once per week after that for fescue. Bermuda grass is to be mowed minimum twice a week.
(h) Bent grass is to be mowed daily. Turf must be well established and free of bare spots and weeds to the satisfaction of the City prior to final acceptance.
(i) Excess grass clippings shall be picked up and removed from the site and premises. Let turf areas dry out enough so that mower wheels do not skid, tear or mark the lawn. Edges shall be trimmed at 90 degrees to pavement, at least weekly or as needed for neat appearance. Clippings shall be removed from paved and planting areas, etc. and disposed of from the site.
(j) Watering: Lawns shall be watered at such frequency as weather conditions require to replenish soil moisture below root zone and to establish healthy strands of grass.
(k) Contractor is responsible for water audits and payment of any local penalties by local water districts at no additional cost to the Owner.
(l) Disease control: Control turf diseases throughout the maintenance period with legally approved fungicides and herbicides. Replace any damaged or infected grass.
(m) Control broad leaf weeds with selective, legally approved herbicides throughout maintenance period.
(n) A final application of selective herbicide shall be applied at the end of the landscape maintenance period, acceptance, just prior to final acceptance.
(o) Hand weed as required in addition to the application of weed control herbicides and pre- emergent to maintain all areas free of weeds including turf species other than the specified species. Periodic or predetermined weeding schedules may not be adequate and should be supplemented.

(p) During maintenance period an application of turf maintenance fertilizer, as specified, shall be made at thirty (30) day intervals from the date of maintenance period start at a rate of five (5) pounds per 1,000 square feet, and as required by the agronomic soils report.
(q) Final application (just prior to final acceptance) shall be made with the slow-release maintenance fertilizer as required by the agronomic soils report.
(r) Replacement: At conclusion of maintenance period a final observation of lawn and turf areas shall be made. Remove diseased areas and unhealthy strands of grass from the site; do not bury into the soil. Replant areas with material and in a manner as specified on the Plans and Specifications at no additional cost to the Owner. All grass is to be fully grown with 100% coverage with a suitable thatch layer prior to turnover and final acceptance.
(s) Irrigation System Observation: The Contractor shall check all systems for proper operation. Lateral lines shall be flushed out after removing the last sprinkler head or two at each end of the lateral. All heads are to be adjusted as necessary for unimpeded head to head coverage.
(t) Irrigation Valves: Contractor shall set, and verify that all pressure regulating valves to the operating pressure specified by the manufacturer
(u) Controllers: Set and program automatic controllers for seasonal water requirements. Give the Owner's Representative instructions on how to turn off system in case of emergency.
(v) If the irrigation system is designed and specified to be operable from a central irrigation computer controller located off site, or a standard controller on site, the contractor shall demonstrate to the City and future maintenance contractor that the central irrigation system is fully installed and operational from this off site control system as described and specified. Contractor shall make all adjustments as necessary to insure this operation prior to final acceptance.

(w) Repairs: Repair all damages to irrigation system at the Contractor's expense. Repairs shall be made within twenty-four (24) hours or sooner to prevent damage to site improvements.
(x) During maintenance work, keep pavements clean and work area in an orderly condition. Haul away and remove all debris from landscape areas, and do not leave any clippings, fertilizer, amendments and/ or other material from landscape planting and/or maintenance period.
(y) Power wash all pavement and flatwork as necessary to remove all staining and tire marks on surfaces caused by maintenance or construction vehicles, prior to final acceptance.

3322 Garden Brook Drive
Dallas, TX, 75234
Phone: 9723530180
Web: soccerinnovations.com

Quote

Order Nbr.:	**00055365**
Order Date:	11/26/2025
Delivery Date:	
Expiration Date:	12/26/2025
Customer ID:	C0004694
Currency:	USD

BILL TO:	**SHIP TO:**
City of Santa Clara	City of Santa Clara
1500 Warburton Ave	5020 Stars and Stripes
Santa Clara CA 95050-3796	Santa Clara CA 95054
United States of America	United States of America
Attn: Finance - Account Payable	Attn: Parks & Recreation - CRC

CUSTOMER P.O. NO.	**TERMS**	**CONTACT**
MVP & Ref shelters	Net 30	
FOB POINT	**SHIPPING TERMS**	**SHIP VIA**
		Shipstation

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE	DISC.	AMOUNT
1	1000-MVP IV HUNTER GREEN: MVP IV Team Shelter 17'x5'x4'.8" Metal Frame with 600D Hunter Green Polyester Cover w/wheel kit and Anchor Kit.	12	EACH	4,619.0000	55,428.00	5%	52,656.60
2	1000-P REF HUNTER: Ref Team Shelter with Wheel and Anchor Kit - Hunter	3	EACH	2,888.0000	8,664.00		8,664.00
3	SHIPPING: Customer ship cost	1	EACH	2,500.0000	2,500.00		2,500.00

Total:	61,320.60
+Shipping:	2,500.00
+Tax:	0.00
Grand Total:	63,820.60

Please contact us to finalize.

3.2 Natural Soccer Fields

1. NATURAL TURF SURFACE

   Nursery-grown sod shall have the following characteristics:

   A. Sod for planting areas shall be dense, healthy, field-grown on sandy soil with grass having been mowed at 1-inch height before lifting from field.

   B. Sod shall be dark green in color, relatively free of thatch, free from disease, weeds, and harmful insects.

   C. Sod shall be reasonably free of objectionable grassy and broadleaf weeds. Sod shall be considered weed free if no more than 2 such weeds are found per 100 sq feet of sod.

   D. Sod shall be rejected if found to contain the following weeds: common bermudagrass, quack grass, Johnson grass, nimble weed, thistle, bindweed, bent grass, perennial sorrel, and bromegrass.

   E. Sod variety shall be: Primary choice shall be Latitude 36, a with the secondary choice being Sports Turf Grass – Bandera. The sod shall be pre-ordered and grown atop the native sand base.

2. NATURAL TURF SOIL

   A. TOPSOIL: Site to be rough graded to elevations shown on Civil Drawings.

   B. All topsoil to be used for planting, shall have a complete soil analysis performed in a report from a reputable soil testing laboratory.

   C. Root zone for sand-based turf and materials (USGA Root Zone Mix)

      - Refer to planting details for depth.
      - Recommendations for nutrients must be submitted to the landscape architect for review.

- USGA Amended Rootzone Mix shall be the following:

a. 70% USGA Sand

b. 20% Peat Moss / Canadian Sphagnum

c. 10% Organic Greenwaste Compost

d. Mycorrhiza per manufacturer

3. NATURAL TURF BASE PREPARATION

A. Gravel base shall be placed above the prepared subgrade and below USGA Rootzone mix. See planting details for required depth

B. ASTM C-136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates shall be performed prior to delivery to the site.

C. Compact per Geotechnical Engineer’s recommendations.

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action on Adoption of a Resolution Amending Rate Schedules for Electric Services for All Classes of Customers to Increase Electric Rates and Charges in Each Rate Schedule by 4.0% and Make Other Modifications, Effective January 1, 2026

BACKGROUND

Like other electric utilities in California, the City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), evaluates the need for rate increases in the context of ensuring reliable low-cost service to the community. Many utilities in California are seeing operating pressures driven by the need to replace aging infrastructure, increasing risks such as wildfires, increasing regulatory mandates, and other unanticipated challenges. SVP is no different and is also experiencing unprecedented load growth, having already seen the highest growth among publicly owned electric utilities in California. This growth is a significant source of new revenue that helps offset some of the other costs, but it also is a driver for SVP's large capital program.

The proposed 4% increase takes into account the revenue needed to continue to operate and meet the needs of SVP's customers, and is in line with historic rate increases as detailed below:

Table 1: 5-year rate increase history

Year	Rate increase	Drivers
2021	3%	Routine Cost Drivers as described in RTC
2022	3%	Routine Cost Drivers as described in RTC
2023 January 1 July 1	 8% 5%	 Natural Gas Crisis, Increased Cost of Materials,
2024	10%	Natural Gas Crisis, Increased Cost of Materials
2025	5%	Routine Cost Drivers
2026	4%	Proposed/Drivers discussed below

Overall, SVP is in a strong financial position with projections showing increased revenue growth and reserves increasing steadily over time.

DISCUSSION

The proposed 4% rate increase is needed to cover the cost of generating and delivering power to all SVP customers and to help ensure the long-term reliability and stability of the system. Other key rate increase drivers are further described below. When the updated FY 2025/26 Budget was approved, staff forecasted a 2% rate increase. This forecast was based on the best information available at the time; however, recent changes and unforeseen events necessitate a 4% increase instead.

Key Rate Increase Drivers

1. Capital and Operating Needs:

The cost of labor, equipment, materials, and construction continue to rise for both new projects and the maintenance of existing electric utility infrastructure. These escalating costs directly impact SVP's capital projects as well as ongoing operations and maintenance activities. SVP continues to increase preventative maintenance on aging infrastructures, especially power plants, substations, and transmission and distribution infrastructures. Additional operating expenditures have also contributed to higher costs for SVP. A summary of the main drivers for these increased costs include:

- Additional staffing and contractual support are needed to maintain operations and for project delivery.
- Continuing investment in security for substations in anticipation of large events and for long-term operational system reliability.
- Planning for repayment of future debt issuance for large capital projects.

2. Reserves:

The proposed rate increase maintains existing reserves at or above the minimum target of approved ranges and ensures sufficient reserve balance prior to future debt issuances. Below is a summary of the anticipated reserve levels:

- The Rate Stabilization Reserve is anticipated to be at the minimum target of 10% of sales revenue by June 30, 2026.
- The Operation and Maintenance Reserve is anticipated to be above the target range of 90 - 180 days of operating expenses by June 30, 2026.
- The infrastructure reserve is anticipated to be within its approved range for SVP by June 30, 2026. The range is based on analysis of critical infrastructure, the likelihood of replacement, and the estimated replacement costs.

It is important to note that operating an electric utility in California has inherent risks and those risks are increasing. While staff has established metrics for reserves to mitigate those risks, future revenue projections assume an increase to reserves and the potential establishment of additional reserves to ensure potential liabilities are addressed. For example, wildfire continues to be a challenge in California, especially with the strict inverse condemnation rules that place the wildfire burden on electric utilities.

3. Donald Von Raesfeld Power Plant:

The rate increase is also driven by the need to recover the cost associated with a catastrophic gas-turbine failure at the Donald Von Raesfeld power plant (DVR), including loss of generation revenue, additional transmission costs, turbine rental costs, spare part costs, and additional turbine

replacement or backup costs.

In summary, the rate increase is projected to generate an additional $15 million in the current fiscal year's operating budget ($31 million in CY 2026 when including forecasted load growth). These funds will help cover the key rate increase drivers described above.

Rate Increase Amounts

In compliance with Article XIIIC of the California Constitution (Proposition 26), the proposed rate increase will not result in the City's electric rates exceeding the City's reasonable cost to provide electric service to its customers. Under Proposition 26, a service rate is not a tax if it is imposed for a specific government service provided directly to a ratepayer and is not imposed on those not receiving the service.

Staff propose that rates and charges for all classes of customers be increased on a uniform percentage basis as the cost increase triggering this rate increase proposal has been incurred on behalf of all classes of SVP's customers. This approach is proposed for both policy and legal reasons.

The average monthly impact of the 4% rate increases by customer class is shown in Attachment 2.

For residential customers who have difficulty absorbing these increases, SVP provides a rate assistance program for income-qualified customers.

Rate Comparisons

With the proposed increase, SVP's rates will remain significantly below PG&E's current average bundled rates (effective 09/01/2025).

Table 2: SVP Recommended Rates Compared to PG&E Rates

Rate Type	% Below Current PG&E Rates
Residential	57%
Small Commercial	38%
Large Commercial	48%
Small Industrial	43%
Large Industrial	33%
Very Large Industrial	40%

Ministerial Rate Schedule Language Clarification

In addition to the proposed rate increases, SVP is proposing to make a number of clarifying and administrative changes to certain rates:

1. Minor changes to the CB-1 and CB-3 Rate Schedules to remove an outdated meter provision and clarify holiday definitions.

    - Outdated Meter Provision: Current schedules allow customers, upon request, to install and

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pay for recording-type meters to receive demand forgiveness during off-peak periods. This provision was necessary before all commercial and industrial customers had Advanced Metering Infrastructure (AMI) or AMI-capable meters. As this option is no longer applicable, SVP proposes to remove this provision from CB-1 and CB-3.

- Clarification of Holiday Definitions: Holidays used to determine time-of-use (TOU) off-peak periods under CB-1 and CB-3 are those recognized by the North American Electric Reliability Corporation (NERC). This holiday list has been in place since NERC established standardized off-peak definitions for electricity markets and reliability planning. The amended schedules will explicitly define these holidays as "NERC Holidays" to ensure consistency and avoid confusion.

2. Define Eligible Customer-Generators in the Net Energy Metering (NEM) rate schedule to extend the service and NEM rate applicability to the customers beyond the twenty-year limit.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15273 of Title 14 of the California Code of Regulations in that the proposed action is a modification of rates which is needed in order to meet operating expenses and maintain adequate cash reserves, and other reasons set forth in this staff report.

FISCAL IMPACT

The proposed 4% rate increase is anticipated to generate approximately $15 million in additional revenue for the six-month period in Fiscal Year 2025/26 and $33 million in additional revenue in Fiscal Year 2026/27 when including forecasted load growth. These revenue amounts were higher than the assumed revenue in the Fiscal Year 2025/26 Adopted Operating Budget. Budgetary adjustments to revenue will be brought forward to the City Council throughout the year if needed.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

In addition, SVP staff have reached out to Key Accounts (large customers), commercial customers, school districts, and numerous individual customers as well as included information in the City's newsletter, SVP news subscriptions using GovDelivery, and posting in the Santa Clara Weekly. Staff have also disseminated information via social media: Nextdoor, X (formally Twitter), and Facebook.

RECOMMENDATION

Adopt a Resolution amending the City of Santa Clara Rate Schedules for Electric Utility Services for

all classes of customers to increase electric rates and charges in each rate schedule by 4.0% and make other modifications, effective January 1, 2026.

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Resolution with attached Rate Schedules for Electric Services for All Classes of Customers, Effective January 1, 2026
2. 2026 Monthly Bill Impact and Rate Comparison Table - All Rate Schedules

RESOLUTION NO. 25-xxxx

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CITY RATE SCHEDULES FOR ELECTRIC UTILITY SERVICE TO INCREASE ELECTRIC RATES AND CHARGES IN EACH RATE SCHEDULE BY FOUR PERCENT (4.0%) EFFECTIVE JANUARY 1, 2026

WHEREAS, Chapter 13.05 of the Santa Clara City Code ("Code"), which is entitled Operation of an Electric Utility, provides that all electric energy and power furnished to customers of the Electric Department ("Electric Department") of the City of Santa Clara, California, doing business as Silicon Valley Power, shall be supplied and charged to such customers, and paid for by such customers in accordance with certain electric rate schedules, tariffs, and rules and regulations adopted by the City Council;

WHEREAS, Section 13.05.040 of the Code further states that the City Council may, by resolution, review, revise, adopt and/or promulgate new or amended electric utility rate schedules from time to time as it deems necessary to meet the City's contractual obligations and debt service requirements and to cover the cost of constructing, operating and maintainingthe electric utility;

WHEREAS, on December 8 and December 10, 2025, a notice of the public hearing regarding a proposed four percent (4.0%) increase to rates and charges in the City of Santa Clara Electric Rate Schedules ("Rate Schedules") was published in the San Jose Mercury News and the Silicon Valley Voice, respectively;

WHEREAS, the Electric Department presented a Report To Council to the City Council ("Report to Council") at its regularly scheduled meeting on December 16, 2025, in support of the proposed four percent (4.0%) and amendment to the Rate Schedules, which are attached hereto and incorporated herein by this reference;

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WHEREAS, the proposed four percent (4.0%) increase to the rates and charges in the Rate Schedules are necessary to enable the Electric Department to (1) fund, among other things, the capital and operating needs for (a) additional staffing and contractual support needed to uphold operational continuity and achieve successful project delivery, and (b) continuing investment in infrastructure security and long-term operational system reliability; (2) increase reserves to (a) maintain existing reserves at or above the minimum target of the approved ranges to maintain financial stability and the bond rating of the Electric Department; and (b) keep reserves consistent with growth projections and mitigate risks from market volatility and contingencies; and (3) recover cost associated with a catastrophic gas-turbine failure at the Donald Von Raesfeld power plant (DVR), including loss of generation revenue, additional transmission costs, and turbine rental costs , spare part costs, and additional turbine replacement or backup costs.

WHEREAS, the City Council reviewed the recommendations contained in the Report to Council, namely that the City Council amend the Rate Schedules for utility service to increase electric rates and charges in such Rate Schedules by four percent (4.0%) beginning January 1, 2026; and

WHEREAS, the City Council has considered the evidence which was presented to it and concurs with the findings as set forth herein to support the four percent (4.0%) increase to therates and charges in the Rate Schedules.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the findings as set forth above are hereby adopted by the City Council of the City of Santa Clara.

2. The four percent (4.0%) increase to the rates and charges in the Rate Schedules and other amendments to the Rate Schedules are hereby adopted by the City Council of the City of Santa Clara, as reflected in the attachments hereto, effective January 1, 2026.

3. That a true and correct copy of the Resolution, including amended Rate Schedules, shall be kept on file in the Office of the City Clerk and in the Billing Division of the City Finance Department at all times while the Rate Schedules are effective and, until further amended or

replaced, shall be open to public investigation and inspection during the regular business hours of such offices.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 16th DAY OF DECEMBER, 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Rate Schedules for Electric Services to be Effective January 1, 2026

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE NM NET ENERGY METERING SERVICE	Sheet 1 of 3

With 2026 Excess Energy Rate

APPLICABILITY:
This Net Energy Metering rate schedule is applicable to all Eligible Customer-Generators served by Silicon Valley Power (SVP). Availability of this schedule to such " Eligible Customer-Generator " will be on a first-come first-served basis, until the total rated generating capacity operated by eligible customer-generators equals 5.0 percent of SVP's annual peak distribution demand.

DEFINITION:
An “Eligible Customer-Generator” is any Customer who uses a Renewable Generating Facility, or combination of those facilities, with a total capacity of not more than one megawatt, that (1) is located on that Customer’s Property, (2) is interconnected and operates in parallel with the SVP’s transmission and distribution facilities, and (3) offsets no more than part or all of the Customer’s own electrical requirements on the Property. If used in combination with energy storage equipment, the energy storage equipment inverter must not (1) be larger than the Renewable Generating Facility, or (2) discharge more than four hours., Eligible Customer-Generator is also referred to as “Customer” in this rate schedule.

“Property” means an undivided parcel of real property that is owned, leased, or licensed by Customer.

“Renewable Generating Facility” means a facility that generates electricity from a renewable source listed in paragraph (1) of subdivision (a) of Section 25741 of the Public Resources Code, including solar or a wind turbine electrical generating facility, or a hybrid system of both. Renewable Generating Facility also referred to as “Facility” in this rate schedule.

RATES:
All rates charged under this schedule shall be the same as the rates charged under the eligible customer generator's otherwise applicable rate schedule (OAS). An Eligible Customer-Generator served under this schedule shall be responsible for all charges under the otherwise applicable rate schedule, except that energy usage will be metered and billed on a net basis. An annual bill will be rendered, as required by Section 2827 of the California Public Utilities Code. A monthly statement of accumulated charges and credits shall be provided. Monthly statements shall be subject to SVP’s payment provisions pursuant to Section 6 of the Municipal Service Rule and Regulation, except that customers whose OAS is a demand metered SVP Rate Schedule shall be subject to monthly payment of bills, and be subject to annual true-up as necessary. If the energy generated exceeds the energy consumed during the annual billing cycle, at the Eligible Customer-Generator’s option, payment shall be made for such excess energy delivered to SVP's distribution facilities as set forth below, or applied as a credit to the next annual billing cycle.

LOAD AGGREGATION OPTION:
An Eligible Customer-Generator with multiple meters may elect to aggregate the electrical load of the meters located on the Property where their Renewable Generating Facility is located, and on all properties adjacent or contiguous to the Property on which the Renewable Generating Facility is located, if those properties are solely owned, leased, or rented by the Eligible Customer-Generator.

RATE SCHEDULE NM NET ENERGY METERING SERVICE	Sheet 2 of 3

With 2026 Excess Energy Rate

If an Eligible Customer-Generator chooses to aggregate the electrical load of such meters, (i) the Eligible Customer-Generator shall be permanently ineligible to receive net surplus electricity compensation, and SVP shall retain any kilowatt-hours in excess of the Eligible Customer-Generator's aggregated electrical load generated during the 12-month period; (ii) the electricity generated by the Renewable Generating Facility shall be allocated to each of the meters in proportion to the electrical load served by those meters for each billing period. This proportionate allocation shall be calculated based on Eligible Customer-Generator's load data averaged over an indicative 12-month period (estimated if necessary) and should be effective for a minimum of 12 months.

METERING:
Net energy metering is the use of a single meter to measure the flow of electricity in two directions. If the existing electrical meter of an Eligible Customer-Generator is not capable of measuring the flow of electricity in two directions the Eligible Customer-Generator shall be responsible for all expenses involved in purchasing and installing a meter that is able to measure electricity flow in two directions. Any additional meter or meters to monitor the flow of electricity in each direction may be installed with the consent of the Eligible Customer-Generator, at SVP expense. SVP meter(s) to monitor the output of Customer's Renewable Generating Facility are required if Customer elects the Load Aggregation Option. Such meters shall be provided by SVP and paid for by the Eligible Customer-Generator.

INTERCONNECTION:
Prior to interconnection, the Eligible Customer-Generator shall execute an interconnection agreement with SVP and shall comply with SVP's Rules and Regulations regarding parallel generation, except that service under a standby rate schedule shall not be required. The Eligible Customer-Generator and their Renewable Generating Facility must also comply with all applicable federal, state, and local laws and all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability. In the event, an Eligible Customer-Generator's interconnection agreement expires, and their Renewable Generating Facility continues to be interconnected that Customer and their facility will still be subject to this rate schedule and shall comply with SVP's Rules and Regulations, all federal state, and local laws, and all applicable safety and performance standards set forth in the preceding sentence.

PAYMENT RATE FOR EXCESS ENERGY:
The Payment Rate for Excess Energy shall be revised during each calendar year, and shall consist of the sum of an avoided energy cost charge and an avoided renewable energy value charge. The avoided energy cost is equal to 8000 Btu/kWh times SVP's avoided cost of gas in $/MMBtu. The avoided cost of gas shall be the average of the 12 monthly values for PG&E Citygate taken from Natural Gas Intelligence, adjusted to include transportation to Santa Clara, ending in October of the year prior to the effective date of the Payment Rate for Excess Energy. The avoided renewable energy value charge shall be equal to the average cost of the unbundled renewable energy credits SVP purchased for SVP's RPS compliance in the calendar year 2025.

Payment Rate for Excess Energy effective January 2026: **$0.05366** per kWh

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE NM NET ENERGY METERING SERVICE	Sheet 3 of 3

With 2026 Excess Energy Rate

Exhibit A

Rate Schedule NM
Derivation of Payment Rate for Excess Energy

1. Avoided energy cost charge:

   Average of the monthly values for PG&E Citygate from Natural Gas Intelligence for the 12 months ending October 2025: $3.615 per MMBtu

   Average cost of transportation from PG&E Citygate to Santa Clara Donald Von Raesfeld Power Plant for the 12 months ending October 2025: $2.421 per MMBtu

   Total average delivered cost of gas: $6.036 per MMBtu

   Avoided energy cost = $6.036 per MMBtu x 8000 Btu/kWh = $0.04829/kWh

2. Avoided renewable energy value charge:

   The average cost of the unbundled renewable energy credits SVP would have purchased for SVP's RPS compliance in the calendar year 2025: $0.00537 per kWh

3. Payment Rate for Excess Energy beginning January 2026:

	$/kWh
Avoided energy cost charge	$0.04829
Avoided renewable energy value charge	$0.00537
Total	$0.05366

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE SB-1 STANDBY GENERAL SERVICE DEMAND METERED	Sheet 1 of 2

DESCRIPTION OF SERVICE

This schedule is applicable to standby service for customer's on-site self-generation operated in parallel with service from SVP under any of SVP's applicable demand-metered rate schedules, where such self-generation is not eligible for service under Schedule NEM. This Schedule does not apply to customer's on-site renewable electrical generation facility where Schedule NEM is applicable. The Capacity Reservation Charges under this Schedule SB-1 are supplemental to the demand charges under the applicable demand-metered rate schedule, and are intended to result in SVP recovering its costs to provide standby services for the on-site generation capacity.

RATES:

CUSTOMER CHARGE:

The Customer Charge is equal to the applicable Customer Charge set forth in Customer's otherwise applicable rate schedule.

CAPACITY RESERVATION CHARGE (CRC):

The Capacity Reservation Charge is equal to the applicable Demand Charge per kW set forth in customer's otherwise applicable Rate Schedule multiplied by the lower of 45% of the nameplate rating of customer's on-site generation or the Reservation Capacity determined pursuant to Note D.

SURCHARGES:

Public Benefits Charge, as set forth in Note B, will be added to the above charges.

NOTES:

(A) FLUCTUATIONS IN CUSTOMER'S SELF-GENERATION OUTPUT:

Customer shall coordinate with SVP's System Dispatcher for changes of 2000 kW or more in the output of customer's self-generation. If operationally necessary and practical, the System Dispatcher may require customer to schedule the return to service of customer's self-generation. Such coordination shall not relieve Customers from Capacity Reservation Charges determined above.

(B) PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low-income assistance programs. The surcharge is equal to the sum of the Meter Charge and Capacity Reservation Charge, times 0.0285.

(C) PARALLEL OPERATION:

Any customer may operate its generating plant in parallel with SVP's system if the customer's plant is constructed and operated in accordance with SVP Rule. However, a customer who operates its plant in parallel must assume responsibility for protecting SVP and other parties from damage resulting from

negligent operation of the customer's facilities. Customers may be required to meet requirements imposed by other governing entities having jurisdiction over SVP's transmission lines including the California Independent System Operator (CAISO) and the Western Electricity Coordinating Council (WECC). Customer generation under this rate schedule shall be metered by SVP. Customer shall provide a meter location that accommodates SVP's meter and such meter shall be fully accessible by SVP.

(D) RESERVATION CAPACITY:
The Reservation Capacity to be used for billing under the above rates shall be determined as set forth below:

The Reservation Capacity shall be as initially determined by SVP, except that during the first 12-month period following the date of initial determination, SVP may review the specified Reservation Capacity on a monthly basis and make adjustments as warranted (consistent with the criteria specified below). Thereafter, SVP may perform an annual review of the most recent 12 months of actual customer operation and make prospective adjustments to the Reservation Capacity as warranted and consistent with customer's historic operations. Any such adjusted Reservation Capacity shall be effective for a minimum of 12 months unless a documented material change of operation is provided to SVP by the customer. The customer may provide SVP with documentation of such material changes in operations as might call for an adjusted Reservation Capacity at any time. Upon receipt and review of such documentation, SVP shall revise the Reservation Capacity at its sole discretion and such a revision will be effective for the billing period immediately following receipt, acceptance and approval of the documentation and any additional information required by SVP to make such a determination. For purposes of subsequent annual reviews and any resulting adjustment to the Reservation Capacity, the following criteria shall apply:

a. For those customers who operate sufficient non-utility generating capacity so as to ordinarily satisfy all of the electric energy requirements at their site and so do not ordinarily require any service through facilities owned by SVP, the Reservation Capacity shall not exceed the customer's highest peak demand established during the most recent 12 months of actual customer operation;

b. For customers with electric loads that exceed the output capability of their non-utility generation, and thus require the regular provision of supplemental power service through facilities owned by SVP, the Reservation Capacity determination shall consider the number and size of the customer's non-utility generating unit(s), the outage diversity of the non-utility generating units serving the customer's load, and any reduction of customer load commensurate with non-utility generator capacity outages.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE A MUNICIPAL WATER DEPARTMENT	Sheet 1 of 1

DESCRIPTION OF SERVICE:
The schedule is applicable to electricity used by the Municipal Water Department for water and sewer pumping service.

RATES:

All kWh, per kWh	$ 0.15110

SURCHARGE:
Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charge.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy and low income assistance programs. The surcharge is equal to kWh billed times 2.85%.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE C-1 GENERAL SERVICE	Sheet 1 of 2

DESCRIPTION OF SERVICE:
This schedule is applicable to alternating current service through one meter, for power and heating alone or combined with lighting. This schedule is applicable to customers who do not qualify for Schedule D-1, CB-1, CB-3, CB-6, CB-7 or CB-8. The Time of Use (TOU) Option is available to all customers. Customers who utilize the TOU option will be responsible for the installed cost of a TOU meter, as set forth in Note (B) below.

RATES:

	Non-Time of Use	Time of Use Option	
SINGLE-PHASE SERVICE:			
CUSTOMER CHARGE, per meter per month:	$ 5.52	$ 5.52	
ENERGY CHARGE: (In addition to the Customer Charge)			
		Peak	Off-Peak
First 800 kWh, per kWh	$ 0.26620	$0.28968	$0.24697
Excess Over 800 kWh, per kWh	$ 0.24166	$0.26514	$0.22242

MINIMUM CHARGE: $5.52 per meter per month but not less than $3.43 per month per kVA of connected welder load, rectifier load, x-ray and x-ray type equipment load, fusing machine load, and other types of welding equipment load.

THREE-PHASE SERVICE: The single-phase rate plus $4.33 per meter per month.
MINIMUM CHARGE: $9.85per month, but not less than $3.43 per month per kVA of connected welder load and per horsepower of polyphaser connected load, rectifier load, x-ray and x-ray type equipment load, fusing machine load, and other types of welding load.

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charges.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge and the Energy Charge times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate.

RATE SCHEDULE C-1 GENERAL SERVICE	Sheet 2 of 2

The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

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(B) TIME OF USE (TOU) OPTION:

Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which is the cost of a TOU meter, plus its installation cost. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWh usage in the peak and off-peak periods. The ratio of peak kWh to total kWh will be used to determine the portion of the First 800 kWh that falls in the peak period. This ratio will also be used to determine the portion of kWh usage above 800 kWh that falls in the peak period.

(C) UNMETERED SERVICE:

A customer may request electric service under this rate schedule on an unmetered basis, and SVP may, in sole discretion, allow such service if SVP determines (1) customer qualifies to receive service under this rate schedule and an existing unmetered SVP rate schedule does not apply to customer; (2) customer's connected load is less than 385 watts; (3) customer's usage is expected to be constant; and (4) installation of a meter to serve customer's connected load is not practical. If SVP determines customer may receive electric service under this rate schedule on an unmetered basis, customer shall pay the customer charge and the energy charge above. The energy charge shall be assessed on customer's estimated monthly usage which shall be determined as follows: customer's estimated connected load in watts times 8,760, divided by 1000, and then divided by 12. Customer shall be responsible for notifying the SVP not less than 30 days in advance of any change in customer's connected load. Failure to provide such notification may result in the SVP terminating electric service to the customer.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE CB-1 GENERAL SERVICE DEMAND METERED	Sheet 1 of 3

DESCRIPTION OF SERVICES:
This schedule is applicable to commercial or industrial services whose monthly use of energy has exceeded 8,000 kWh for three (3) consecutive months, or where the initial connected load indicates use above 8,000 kWh per billing period. Schedule CB-1 will be continued in service until the monthly use of energy has fallen below 6,000 kWh for 12 consecutive months. At that time, and at the option of Silicon Valley Power, Schedule C-1 will be applicable. The Time of Use Option is available to all customers. Customers who utilize the TOU option will be responsible for the installed cost of a TOU meter, if necessary, as set forth in Note (E) below.

RATES:

	Non-Time of Use	Time of Use	
CUSTOMER CHARGE, per meter per month	$100.45	$100.45	

DEMAND CHARGE:

	Non-Time of Use	Time of Use	
		Peak	Off-Peak
All kW of Billing Demand, per kW	$12.14	$12.14	$0.00

ENERGY CHARGE:

	Non-Time of Use	Time of Use	
		Peak	Off-Peak
All kWh, per kWh	$0.16139	$0.18490	$0.14217

SURCHARGES:
Public Benefits Charge and State Surcharge, as set forth in Note D, will be added to the above charges.

NOTES:

(A) MAXIMUM DEMAND:
The Maximum Demand in any month will be the average kW delivery of the 15-minutes interval in which such delivery is greater than in any other 15-minute interval in the month, provided, however, that in case the load is intermittent or subject of violent fluctuations, Silicon Valley Power may use a 5-minute interval instead of a 15-minute interval.

(B) BILLING DEMAND:
The Billing Demand to be used in computing charges under this schedule will be the mean of the Maximum Demand for the current month and the highest such demand occurring in the year ending with current month.

(C) VOLTAGE:
Single-phase or three-phase service on this schedule will be supplied at the secondary voltage

available, or at the option of the customer, at the primary voltage available, subject to the rules and regulations for electric service.

(D) SURCHARGES:

PUBLIC BENEFITS CHARGE: The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge, Demand Charge and Energy Charge, including adjustment for Primary Voltage and Power Factor, times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(E) TIME OF USE OPTION:
Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except NERC (North American Electric Reliability Corporation) Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWh and kW in the peak and off-peak periods.

(F) PRIMARY VOLTAGE DISCOUNT:
When delivery is made at the same voltage as that of the distribution line from which the service is supplied, a discount of $1.52 per kW of Billing Demand for 12kV line voltages will be allowed, provided, however, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service at the new line

voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

(G) POWER FACTOR:
When the Billing Demand has exceeded 300 kW for three consecutive months and thereafter until it has fallen below 200 kW for twelve consecutive months, bills will be adjusted for weighted monthly average Power Factor as follows:

The sum of Customer Charge, Demand Charge, Energy Charge, Primary Voltage Discount (as applicable) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1 % for each 1 % that the average Power Factor is greater or less than 85%. Such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt- hours consumed in the month.

(H) OFF-PEAK DEMAND:
All demand occurring between 10:00 PM and 6:00 AM of the following day and on Sundays and NERC Holidays will not be counted in determining the Maximum Demand.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE CB-3 LARGE GENERAL SERVICE DEMAND METERED	Sheet 1 of 3

DESCRIPTION OF SERVICE

This schedule is applicable to industrial and commercial services whose monthly billing demands have exceeded 4,000 kilowatts for three consecutive months, or where the initial connected load indicates a demand above 4,000 kilowatts. Customers served under this Schedule CB-3 will be continued in service until the monthly billing demand has fallen below 4,000 kilowatts for 12 consecutive billing periods. The Time of Use Option is available to all customers. Customers who utilize the TOU option will be responsible for the installed cost of a TOU meter, if necessary, as set forth in Note (E) below.

RATES:	Non-time of use	Time of Use	
CUSTOMER CHARGE – per meter per month	$100.45	$100.45	
DEMAND CHARGE:	Non-time of use	Time of Use	
		Peak	Off-Peak
All kW of Billing Demand, per KW	$16.19	$16.19	$0.00
ENERGY CHARGE:	Non-time of use	Time of Use	
		Peak	Off-Peak
All kWh, per kWh	$0.14864	$0.17210	$0.12938

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note D, will be added to the above charges.

NOTES:

(A) MAXIMUM DEMAND:
The Maximum Demand in any month will be the average kW delivery of the 15-minute interval in which such delivery greater than in any other 15-minute interval in the month, provided, however, that in case the load is intermittent or subject to violent fluctuations, Silicon Valley Power may use a 5-minute instead of a 15-minute interval.

(B) BILLING DEMAND:
The Billing Demand to be used in computing charges under this schedule will be the mean of the actual Maximum Demand for the current month and the highest such demand occurring in the year ending with the current month.

(C) VOLTAGE:
Service on this schedule will be supplied at the primary voltage available or, at the option of Silicon Valley Power, at the secondary voltage available, subject to the rules and regulations for electric service.

RATE SCHEDULE CB-3 LARGE GENERAL SERVICE DEMAND METERED	Sheet 2 of 3

(D) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge, Demand Charge, and Energy Charge, including adjustment for Power Factor and Primary Voltage, times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(E) TIME OF USE OPTION:
Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except NERC (North American Electric Reliability Corporation) Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWh and kW in the peak and off-peak periods.

(F) PRIMARY VOLTAGE DISCOUNT:
When delivery is made at the same voltage as that of the distribution line from which the service is supplied, a discount of $1.52 per kW of Billing Demand for 12kV or higher available line voltages will be allowed, provided, however, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

RATE SCHEDULE CB-3 LARGE GENERAL SERVICE DEMAND METERED	Sheet 3 of 3

(G) POWER FACTOR:
The sum of Customer Charge, Demand Charge, Energy Charge, Primary Voltage Discount (as applicable) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1 % for each 1 % that the average Power Factor is greater or less than 85%. Such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt- hours consumed in the month, provided, however, that no Power Factor correction will be made for any month when customer's Maximum Demand is less than 10% of the highest demand in the preceding eleven months.

(H) OFF-PEAK DEMAND:
All demand occurring between 10:00 P.M. and 6:00 A.M. of the following day and on Sundays and NERC Holidays will be ignored in determining the Maximum Demand.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE CB-6 LARGE COMBINED GENERAL SERVICE	Sheet 1 of 3

DESCRIPTION OF SERVICE

This Schedule is optional to Customers who occupy one or more demand-metered service addresses served by Silicon Valley Power (SVP), where electric service from SVP is in Customer's name, and where Customer's combined monthly electric billing demand is 5,000 kW or more. Customers with self-generation may also be subject to Schedule SB-1. Customers who select this rate option will need to provide at least one month written notice and continue with this rate option for at least one year.

RATE OPTIONS:	Non Time of Use	Time of Use	
CUSTOMER CHARGE			
For Each Service Address – per meter per month	$468.49	$468.49	
DEMAND CHARGE:			
		Peak	Off-Peak
All kW of Billing Demand, per kW:	$29.52	$29.52	$0.00
ENERGY CHARGE:			
First 5,000,000 kWh, per kWh	$0.11233	$0.12255	$0.10763
Next 10,000,000 kWh, per kWh	$0.10931	$0.11953	$0.10460
Next 5,000,000 kWh, per kWh	$0.10323	$0.11346	$0.09853
Over 20,000,000 kWh, per kWh	$0.09413	$0.10436	$0.08944

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note E, will be added to the above charges.

NOTES:

(A) MAXIMUM DEMAND

The Maximum Demand in any month will be the sum of the highest average kW delivery, at each service address, of any 15-minute interval occurring between 1:00 PM and 10:00 PM Monday through Saturday, excluding holidays. However, in case the load is intermittent or subject to violent fluctuations, Silicon Valley Power may use a 5-minute interval instead of a 15-minute interval.

(B) BILLING DEMAND

The Billing Demand to be used in computing charges under this schedule will be sum of the mean of the actual Maximum Demand for the current month at each service address and the highest such demand occurring in the year ending with the current month at each service address, but not less than 5,000 kw.

(C) VOLTAGE ADJUSTMENT:

For each Service Address served at less than 12,000 volts, the Demand Charge will be increased by $1.52 per kW. For each Service Address served at 60,000 volts directly from a customer owned

substation or from a SVP-owned substation directly paid for by customer, the Demand Charge will be reduced by $1.90 per kW. However, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

(D) POWER FACTOR:

For each service address where Billing Demand has exceeded 300 kW for three consecutive months, bills will be adjusted for weighted monthly average Power Factor as follows: the sum of Customer Charge, Demand Charge, Energy Charge, Secondary Voltage Adjustment (as applicable) and 60kV Delivery Adjustment (as applicable) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1 % for each 1 % that the average Power Factor is greater or less than 85%. Such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt- hours consumed in the month, provided, however, that no Power Factor correction will be made for any month when the Maximum Demand of such service address, is less than 10% of the highest demand in the preceding eleven months.

Power Factor Adjustment will be discontinued for any service address that falls below 200 kW for 12 consecutive months.

(E) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge, Demand Charge, Energy Charge, Voltage and Power Factor Adjustment, times 0.0285.

STATE SURCHARGE:

The State Surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(F) CALCULATION OF ENERGY CHARGES AT EACH SERVICE ADDRESS:

RATE SCHEDULE CB-6 LARGE COMBINED GENERAL SERVICE	Sheet 3 of 3

The energy charges calculated under this Schedule CB-6 will be apportioned to each service address as follows:

1. Energy Charges for each service address will be determined as the ratio of the kWh usage at each service address divided by the sum of kWh usage at all applicable service addresses.
2. After such apportionment, each service address will be subject to the applicable Voltage Adjustment, Power Factor Adjustment, Public Benefits Charge and State Surcharge provisions set forth above.
3. Payment for bills rendered at each service address shall be made by wire transfer, automated clearing house (ACH) transfer, check or credit card. Payments made by credit card will be subject to the applicable credit card transaction fees.

(G) TIME OF USE OPTION:

Customers who select the time of use option will need to provide at least one month written notice and continue with this option for at least one year. Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 1:00 PM and ending at 10:00 PM.

Off-Peak Period: All other hours. The TOU meter is used to measure kWh and kW in the peak and off-peak period.

CITY OF SANTA CLARA

RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION	Sheet 1 of 6

DESCRIPTION OF SERVICE

This Schedule is optional to Customers who occupy one or more demand-metered service addresses served by Silicon Valley Power (SVP), where electric service from SVP is in Customer's name, and where Customer's combined monthly electric billing demand is 5,000 kW or more. Customers with self-generation may also be subject to Schedule SB-1. Under this Schedule, Customers may designate a portion of their monthly energy purchased from SVP to be priced based on Note H. Customer who select this rate option will continue with this option for the full kWh volume subscribed for at least one year. Customer must also provide at least three months' written notice to terminate this option and to be billed under other applicable rate schedule. The total combined energy for all SVP customers that may be served under this rate schedule is 30,000,000 kWh per month.

RATE OPTIONS:	Non Time of Use	Time of Use	
CUSTOMER CHARGE			
For Each Service Address – per meter per month	$468.49	$468.49	
DEMAND CHARGE:			
		Peak	Off-Peak
All kW of Billing Demand, per kW:	$29.52	$29.52	$0.00
ENERGY CHARGE:			
First 5,000,000 kWh, per kWh	$0.11233	$0.12255	$0.10763
Next 10,000,000 kWh, per kWh	$0.10931	$0.11953	$0.10460
Next 5,000,000 kWh, per kWh	$0.10323	$0.11346	$0.09853
Over 20,000,000 kWh, per kWh	$0.09413	$0.10436	$0.08944
MARKET-BASED PRICING ADJUSTMENT:		See NOTE H	

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note E, will be added to the above charges.

NOTES:

(A) MAXIMUM DEMAND

The Maximum Demand in any month will be the sum of the highest average kW delivery, at each service address, of any 15-minute interval occurring between 1:00 PM and 10:00 PM Monday through Saturday, excluding holidays. However, in case the load is intermittent or subject to violent fluctuations, Silicon Valley Power may use a 5-minute interval instead of a 15-minute interval.

(B) BILLING DEMAND

The Billing Demand to be used in computing charges under this schedule will be sum of the mean of the actual Maximum Demand for the current month at each service address and the highest such

demand occurring in the year ending with the current month at each service address, but not less than 5,000 KW.

(C) VOLTAGE ADJUSTMENT:

For each Service Address served at less than 12,000 volts, the Demand Charge will be increased by $1.52 per kW. For each Service Address served at 60,000 volts directly from a customer owned substation or from a SVP-owned substation directly paid for by customer, the Demand Charge will be reduced by $1.90 per kW. However, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

(D) POWER FACTOR ADJUSTMENT:

For each service address where Billing Demand has exceeded 300 kW for three consecutive months bills will be adjusted for weighted monthly average Power Factor as follows: the sum of Customer Charge, Demand Charge, Energy Charge, Secondary Voltage Adjustment (as applicable) and 60kV Delivery Adjustment (as applicable) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1 % for each 1 % that the average Power Factor is greater or less than 85%. Such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt- hours consumed in the month, provided, however, that no Power Factor correction will be made for any month when the Maximum Demand of such service address, is less than 10% of the highest demand in the preceding eleven months.

Power Factor Adjustment will be discontinued for any service address that falls below 200 kW for 12 consecutive months.

(E) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to the sum of the Meter Charge and Capacity Reservation Charge, times 0.0285.

STATE SURCHARGE:

The State Surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State

Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(F) CALCULATION OF ENERGY CHARGES AT EACH SERVICE ADDRESS:
The energy charges calculated under this Schedule CB-7 will be apportioned to each service address as follows:

1. Energy Charges for each service address will be determined as the ratio of the kWh usage at each service address divided by the sum of kWh usage at all applicable service addresses.
2. After such apportionment, each service address will be subject to the applicable Voltage Adjustment, Power Factor Adjustment, Public Benefits Charge and State Surcharge provisions set forth above.
3. Payment for bills rendered at each service address shall be made by wire transfer, automated clearing house (ACH) transfer, check or credit card. Payments made by credit card will be subject to the applicable credit card transaction fees.

(G) TIME OF USE OPTION:
Customers who select the time of use option will need to provide at least one month written notice and continue with this option for at least one year. Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 1:00 PM and ending at 10:00 PM.

Off-Peak Period: All other hours. The TOU meter is used to measure kWh and kW in the peak and off-peak period.

(H) MARKET BASED PRICING ADJUSTMENT (MBPA):
Upon at least 30 days' notice, customers may designate up to 100%, but not less than 2,000,000 kWh of their monthly usage to be priced based on market indices as set forth below. The total combined amount of energy that may be available (Total Available) to all Customers under this MBPA shall be determined solely by SVP and it's on a first come first serve basis. SVP shall give 90 days' notice of any change in such total amount, and endeavor to make such changes effective January 1 of each calendar year. If the Total Available is changed to an amount lower than actually being allowed, SVP will reduce existing customers' allowable amounts on a prorated basis, and this schedule will be closed to new customers.

RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION	Sheet 4 of 6

Market Based Pricing Adjustment is calculated as the Market Cost Adjustment Rate times the full kWh subscribed under this rate option. The Market Cost Adjustment Rate is the Current Market Cost of Energy minus the Base Energy Rate. Such difference may be positive or negative.

The Current Market Cost of Energy is determined as set forth in the CB-7 Market Based Option Bill Determinants attached here and as posted. The Current Market Cost of Energy for each calendar month will be sent to Customer served under this option with the monthly bill.

The Base Energy Rate is reflected in the above Energy Charge rates, and is SVP's determination of the annualized unit cost that a creditworthy customer would incur for receiving bundled energy with renewable and GHG characteristics from publicly owned energy service providers like SVP. The Base Energy Rate will be updated annually in conjunction with changes in the Energy Charge rates.

The Market Based Pricing Adjustment, which can be positive or negative, will be applied to the Energy Charge prior to Voltage Adjustment, Power Factor Adjustment and Surcharges.

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RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION	Sheet 5 of 6

CB-7 MARKET BASED OPTION BILL DETERMINANTS

The total combined amount of energy that is available (Total Available) to all Customers under MBPA for Calendar Year 2026 is **30,000,000 kWh per month**.

Base Energy Rate for Calendar Year 2026 is $0.08753 per kWh.

Current Market Cost of Energy includes:

1. PG&E Hourly DLAP Price which is the CAISO DLAP_PGAE - APND for the Day Ahead Market (DAM). If any hourly DLAP Price is less than zero, the effective DLAP price for such hour shall be zero.

2. Transmission loss which is 2% of PG&E Hourly DLAP price calculated above.

3. CAISO High Voltage Transmission Access Charge ("HV TAC") for month ($/MWh)

   The CAISO HV TAC price is the daily average PG&E effective HV TAC rate for Santa Clara for the applicable month, and is obtained using the following site(s) information:

   http://www.caiso.com/market/Pages/Settlements/Default.aspx

4. CAISO Low Voltage Transmission Access Charge ("LV TAC") price is the daily average PG&E effective LV TAC rate for Santa Clara for the applicable month, and is obtained using the following site(s) information:

   http://www.caiso.com/market/Pages/Settlements/Default.aspx.

5. Market Price of Renewable Energy Credit =

   Market price of RECs for Month * 50% (SVP applicable RPS percentage for current compliance year)

   The average monthly market price of RECs is obtained using the following site(s) information:

   The data for California Bucket 1, 2, and 3 RECs are obtained from Megawatt Daily. The average monthly market price is then calculated based on SVP weighted average for Bucket 1, 2 and 3 RECs. For current compliance year, the Bucket 1 is 75%, Bucket 2 is 15% and Bucket 3 is 10%.

RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION	Sheet 6 of 6

6. CAISO Grid Management Charge ("GMC") ($/MWh) = Charge Code 4560 (Market Services Charge) + Charge Code 4561 (System Operations Charge)

   The CAISO GMC is obtained using the following site(s) information (and will be updated as it is updated at the CAISO:

   http://www.caiso.com/market/Pages/Settlements/Default.aspx

   If any of the sources for the above described rate components are no longer available, SVP will diligently seek an alternative but equivalent source for that rate component.

   If new or additional components affect the Current Market Cost of Energy due to new legislation or other circumstances, bill determinants will be added or adjusted to reflecting any impacting mandates or regulations. Customers will be provided notification of such additions or adjustments no less than 30 days prior to implementation. .

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE CB-8 CUSTOMER LOAD RETENTION	Sheet 1 of 1

DESCRIPTION OF SERVICE

This rate schedule is available to customers eligible for service under Schedules CB-6 or CB-7 who, but for the provisions of this rate schedule, would cease operations in the City of Santa Clara, and would not engage in any substantially similar operation in the State of California for a period of at least five years. Customer must submit a signed affidavit attesting to this effect. The cumulative maximum billing demand for all SVP customers that may be served under this rate schedule at any one time is 20,000 kW.

RATES:

Customers' bills under Schedule CB-6 or CB-7, prior to Public Benefit Charge and State Surcharge, will be reduced by up to 12% for a period of not more than five years. The effective percentage reduction and the term of such percentage reduction, will be as approved by the Chief Electric Utility Officer.

NOTES:

1. Marginal Cost to Serve:
   In no event shall service under this rate schedule result in customer being served at less than SVP's marginal cost of providing service to said customer.

2. Forfeiture of Discounts:
   If a customer fails to comply with the terms of this rate schedule, SVP will seek repayment of the dollar amount of all discounts provided under this rate schedule.

3. First Come, First Served:
   This rate schedule is available on a first come, first served basis on a monthly basis. However, preference will be given to customers with a long history of doing business in Santa Clara, to customers that help SVP maintain a diversified sales base, and to the number and type of jobs that may be preserved.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE D-1 DOMESTIC SERVICE	Sheet 1 of 2

DESCRIPTION OF SERVICE

This schedule is applicable to single phase residential service for single-family dwellings, condominium house meters, townhouse house meters, cooperative apartment house meters, flats and apartments separately metered by Silicon Valley Power. The Time of Use (TOU) Option is available to all customers. Customers who utilize the TOU option will be responsible for the installed cost of a TOU meter, as set forth in Note (B) below.

This schedule is not applicable for services to common areas of apartment houses.

RATES:	Non-Time of Use	Time of Use Option
METER CHARGE, per meter per month	$5.11	$5.11

ENERGY CHARGE (to be added to the Customer Charge)

	Non-Time of Use	Time of Use Option	
		Peak	Off-Peak
First 300 kWh, per kWh	$0.15612	$0.17960	$0.13690
Excess Over 300 kWh, per kWh	$0.17946	$0.20295	$0.16023

SURCHARGES

Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charges.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE: The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy and low income assistance programs. The surcharge is equal to the sum of the Meter Charge and the Energy Charge times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

RATE SCHEDULE D-1 DOMESTIC SERVICE	Sheet 2 of 2

(B) TIME OF USE (TOU) OPTION:

Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which is the cost of a TOU meter, plus its installation cost. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWh usage in the peak and off-peak periods. The ratio of peak kWh to total kWh will be used to determine the portion of the First 300 kWh that falls in the peak period. This ratio will also be used to determine the portion of kWh usage above 300 kWh that falls in the peak period.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE IC IRRIGATION CONTROLLER SERVICE	Sheet 1 of 2

APPLICATION:
This schedule is applicable to non-metered service to irrigation controller or sprinkler controllers located either in public streets, highways, and places, or private areas.

RATES:

SERVICE CHARGE:

For each sprinkler or irrigation controller	$10.36 per unit per month
MINIMUM CHARGE:	$10.36 per month

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note A, are included in the above charge.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per controller times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(B) TYPE OF SERVICE:
Energy will be supplied at 120 volts, single phase, two wire service. Where only other voltages are available, applicant shall pay, in advance, Silicon Valley Power's cost to convert from the available voltage to 120 volts.

(C) POINT OF DELIVERY:
Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.

RATE SCHEDULE IC IRRIGATION CONTROLLER SERVICE	Sheet 2 of 2

(D) SERVICE CONNECTION:
Silicon Valley Power will provide overhead or underground service in accordance with the current Rules and Regulations for Electric Service. However, applicant shall pay to Silicon Valley Power, in advance, the amount, if any, by which Silicon Valley Power's costs to provide underground service exceeds its cost to provide an overhead service.

(E) MAINTENANCE:
Maintenance will be performed by the customer.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE SL-1 STREET AND HIGHWAY LIGHTING	Sheet 1 of 4

APPLICATION:
This schedule is applicable for service to street and highway lighting systems which illuminate publicly-dedicated streets and highways by means of incandescent filament, mercury vapor, or high pressure sodium vapor lamps. This schedule is applicable only to those instances where the customer owns the lighting fixtures, street light supporting structure and interconnecting circuits.

CLASSES OF SERVICES OFFERED:

Class A. Silicon Valley Power provides energy and switching* only.

Class B. Silicon Valley Power provides energy, switching* and maintenance service for lamps and glass.

Class C. Silicon Valley Power provides energy, switching* and maintenance service for complete lighting system.

BURNING SCHEDULE: All night (unless otherwise specified).

RATES (Per Lamp)

Incandescent Lamps		kWh\lamp	Class A	Class B	Class C	Half-hour Adjustment (All Classes)
4,000 lumens		94	$29.41	$32.12	$33.72	$0.710
6,000 lumens		130	$41.52	$44.11	$46.04	$0.970
Mercury Vapor Lamps						
Watts	Initial lumens					
175	7,500	61	$22.31	$23.70	$25.90	$0.500
250	11,000	88	$30.82	$32.55	$34.81	$0.680
400	21,500	140	$46.92	$48.51	$50.69	$1.050
700	37,000	245	$77.96	$81.21	$83.49	$1.820
1,000	57,000	350	$110.28	$113.14	$115.32	$2.550

* Switching Service is closed to new installations.

RATE SCHEDULE SL-1 STREET AND HIGHWAY LIGHTING	Sheet 2 of 4

High Pressure Sodium Vapor Lamps

Watts	Initial lumens	kWh\lamp	Class A	Class B	Class C	Half-hour Adjustment (All Classes)
100	8,500	35	$11.74	$14.57	$16.72	$0.310
150	16,000	53	$21.90	$25.24	$26.93	$0.490
250	30,000	88	$34.03	$41.28	$43.44	$0.750
400	50,000	140	$49.15	$54.12	$56.36	$1.120

SURCHARGES:
The above rates include an adjustment for a Public Benefits Charge and State Surcharge as defined in Note A.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(C) TYPE OF SERVICE:
This rate schedule is applicable to multiple street lighting systems. Multiple current will be supplied at nominal voltage level of 120/240 volts or 120/208 volts at the discretion of Silicon Valley Power, three-wire, single phase.

(D) ANNUAL OPERATING SCHEDULES:
The above rates for All-Night service assume 11 hours operation per night and apply to lamps which will be turned on and off once each night in accordance with a regular operating schedule agreeable to the customer but not exceeding 4,100 hours per year.

(E) OPERATING SCHEDULES OTHER THAN ALL-NIGHT:
Rates for regular operating schedules other than full all-night will be the All-Night rate plus or minus, respectively, the half-hour adjustment for each half-hour more or less than an average of 11 hours per night. This adjustment will apply only to lamps on regular operating schedules of not less than 1,095 hours per year, or 3 hours per night, nor more than 4,500 hours per year.

(F) OVERHEAD DELIVERY POINT:
Delivery will be made from Silicon Valley Power's existing overhead lines without extension to the customer's system or at a point mutually agreed upon, not to exceed 150 feet except in special situations at Silicon Valley Power's convenience. Silicon Valley Power will provide at its expense an overhead service drop to a customer-owned inter-connected group of lamps having a connected load of not less than 2 kW. For a customer-owned inter-connected group of lamps having a connected load of less than 2 kW or individual customer electroliers with a self-contained photo cell switch, Silicon Valley Power will connect the customer's overhead service wire to Silicon Valley Power's overhead lines at the customer's expense.

(G) UNDERGROUND SERVICE:
Silicon Valley Power will provide underground service connection to a mutually agreed upon point from its overhead or underground system to one electrolier of each group of interconnected electroliers provided that the lighting system has been arranged for the least number of practical service points, there is at least 3 kW of connected load, and there are at least ten electroliers in the group. This service connection shall not exceed 25 feet from the base of the Silicon Valley Power pole in an overhead line or 40 feet of an underground line. In the event distances exceed 25 feet from a pole in an overhead system or 40 feet in an underground system, customer shall pay to Silicon Valley Power the actual expense of extending the underground feeder circuitry to the point of connection to Silicon Valley Power's overhead or underground system. In the event the customer requests service to a system of less than 10 electroliers, or less than 3 kW of connected load, customer shall install and own the extension from his system to Silicon Valley Power's distribution system and shall pay Silicon Valley Power the actual costs of connection to the system.

(H) MAINTENANCE:
Class B and C rates include all labor and material necessary for the cleaning or replacement of lamps and glassware, but is limited to glassware such as is commonly used and manufactured in reasonably large quantities. Charges will be made for lamps or glassware requiring replacement more than two (2) times in one year. Under Class C rates Silicon Valley Power will also isolate any trouble in customer's system which has resulted in outages or diminished light output. Silicon Valley Power will make necessary repairs without replacement on accessible wiring between poles and on equipment and wiring in and on poles to keep the system in

operating condition. Silicon Valley Power will provide labor for the replacement of material such as ballast's, photo-electric controls, relays, fixtures, individual poles, individual cable runs between poles where such runs are in conduit, and other individual parts of the system. The customer shall compensate Silicon Valley Power for any materials furnished. The Class C rate does not provide for any major excavation or any major replacement at Silicon Valley Power's expense of circuits, conduits, poles or fixtures owned by the customer.

This schedule does not provide for maintenance to low pressure sodium vapor or metal halide lamps; however, at the request of the customer, Silicon Valley Power will perform any of the routine maintenance described above on a time and material cost basis provided Silicon Valley Power's regular standard maintenance equipment and procedures can be used.

(I) LAMPS OTHER THAN STANDARDS:
Lamps other than the standard types and wattages referred to above may be used in Class A service only and will be billed at an average rate per watt per month of $ 0.15. LED street lighting falls in this category.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE SL-2 PRIVATE OUTDOOR AREA LIGHTING SERVICE	Sheet 1 of 3

APPLICATION
This schedule is applicable to private all night outdoor area lighting service which illuminates privately-owned lands and property supplied from an overhead source. This schedule is applicable only to those instances where Silicon Valley Power installs, owns and maintains all facilities required to service in accordance with the Municipal Code of the City of Santa Clara and the Rules and Regulations for Electric Service. Service to lamps hereunder shall be continuous and temporary disconnection shall not be made.

BURNING SCHEDULE:
Each lamp shall be turned on and off once each night from dusk to dawn in accordance with a regular burning schedule, not to exceed forty-one hundred (4,100) hours per year.

RATES:

	Rate per Lamp Per Month
250 Watt mercury-vapor floodlight or 150 Watt high pressure sodium vapor floodlight	$47.39

This rate schedule is applicable to alternating current service at a frequency of approximately 60 cycles, 120 or 240 volts, single phase. The 250 Watt mercury-vapor floodlamp type luminaire shall be mounted from a bracket attached or supported to Silicon Valley Power-owned wood poles and actuated by a photo-electric cell.

SURCHARGES:
Public Benefits Charge and State Surcharge, as defined below in Note A, is included in the above charge.

Public Benefits Charge	$1.34
State Surcharge	$0.02
Total	$1.36 per Lamp

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE:
The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per lamp times the State Surcharge Rate. The

current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(B) BILLING:
Presentation of billing shall coincide with that of the customer's primary premise account, where such account exists at the same location and no bill will be rendered for the first partial month of service. If the customer does not have a primary premise account, a monthly bill shall be prepared and presented in accordance with the rate and terms of this schedule.

No credit will be given for non-burning lamp time resulting from a fixture failure of any cause which is repaired by Silicon Valley Power in a reasonable period of time. No billing shall be apportioned among two or more customers or tenants. At the customer's option, charges may be paid in advance.

(C) CONTRACTS:
When service is requested by a tenant under this schedule, Silicon Valley Power may require the property owner(s) to enter into a contract with Silicon Valley Power concerning placement of special lighting facilities before service is established.

(D) NOTIFICATION AND REMOVAL:
The latest effective Schedule SL-2 is applicable until canceled on thirty (30) days prior written notice by the customer, or by Silicon Valley Power, at which time the light will be removed.

(E) INSTALLATION - MATERIALS AND MAINTENANCE:
Silicon Valley Power will not install floodlight luminaries for private use at the rate established in this schedule on anything but Silicon Valley Power's wood poles, supporting lines and guys existing on easement for Silicon Valley Power facilities.

Silicon Valley Power will not install any material for private use other than the floodlight, mastarm or bracket, and necessary wire, moulding and other materials necessary to connect energy to the floodlight from the secondary line. Said installation shall not exceed an extension of ten (10) feet, including the mastarm or bracket from the pole measured at right angles to the secondary line.

Upon receipt of notice from a customer of the failure of a lamp to operate as scheduled, Silicon Valley Power will, within a reasonable period of time, make the necessary repairs during normal working hours. It shall be the responsibility of the customer to notify Silicon Valley Power of any malfunctions.

(F) EXTENDING SECONDARY:
Silicon Valley Power shall extend its secondary lines one span to supply energy not to exceed 150 feet to the mercury-vapor floodlight at the basic rate in this schedule at no extra cost to the customer.

Additional extensions of secondary facilities shall be limited to three spans, but not to exceed six hundred

RATE SCHEDULE SL-2 PRIVATE OUTDOOR AREA LIGHTING SERVICE	Sheet 3 of 3

(600) feet total. The cost of the material, labor and equipment for such extension shall be computed and added to the billing for the first month.

(G) RELOCATION:
Silicon Valley Power shall, upon customer's written request, relocate its lighting facilities, provided that the customer reimburses Silicon Valley Power for all costs incurred by Silicon Valley Power to complete such relocation.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE TC **TRAFFIC CONTROL SERVICE**	**Sheet 1 of 2**

APPLICATION:
This schedule is applicable to non-metered service for traffic directional sign or signal lighting systems owned by governmental agencies and located on outdoor publicly owned street, highways and places.

RATES:

SERVICE CHARGE:

For each Standard Service Connection:	$31.11 per 2 or 3-signal head per month
	$31.11 per pedestrian signal unit per month
Minimum Charge:	$31.11 per month
For each Red LED Service Connection:	$22.71 per 2 or 3-signal head per month
	$22.71 per pedestrian signal unit per month
Minimum Charge:	$22.71 per month
For each Red and Green LED Service Connection:	$16.47 per 2 or 3-signal head per month
	$16.47 per pedestrian signal unit per month
Minimum Charge:	$16.47 per month

SURCHARGES:

Public Benefits Charge and State Surcharge, as defined below in Note A, are included in the above charges.

	Standard	Red LED	Red + Green LED
Public Benefits Charge	$0.85	$0.55	$0.48
State Surcharge	$0.01	$0.01	$0.00
Total	$0.86	$0.56	$0.48

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The amount included is equal to estimated kWh per signal head times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

RATE SCHEDULE TC TRAFFIC CONTROL SERVICE	Sheet 2 of 2

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(B) TYPE OF SERVICE:
Energy will be supplied at 120/240 volt single phase service (120/208 volts star in certain localities) unless the customer pays the additional initial cost of a 277/480 volt supply. However, service at 277/480 volts from underground systems will be made available only for new services at the option of Silicon Valley Power when this type of service is practical from Silicon Valley Power's engineering standpoint.

(C) POINT OF DELIVERY:
Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.

(D) SERVICE CONNECTION:
Silicon Valley Power will provide, at its expense, an overhead service drop to the customer-owned system; however, where the customer requests and underground service the customer will install and own the extension from his system to the Silicon Valley Power's nearest junction box or to the base of the pole where service is readily available and will pay the amount, if any, by which the cost of connecting to the Silicon Valley Power's distribution system exceeds the cost of an overhead service drop.

(E) METERING:
Each point of delivery will be billed separately.

(F) SWITCHING AND MAINTENANCE:
Switching and maintenance will be performed by the customer.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE TS-1 NON-METERED TRANSIT SHELTER ADVERTISEMENT LIGHTING	Sheet 1 of 1

DESCRIPTION OF SERVICE:
This rate schedule is applicable to non-metered service provided for transit shelter advertisement lighting on public streets, highways, other public places, and private areas. Under this schedule, each transit shelter with a lighted advertisement feature shall contain no more than a single six-foot, four-lamp high-output fluorescent lighting fixture, or equivalent fixture with a wattage rating of not more than 385 watts, and shall be photosensor controlled so as to provide illumination from dusk to dawn.

RATES:

For each Transit Shelter Advertisement Lighting Fixture	$48.91 per fixture per month

SURCHARGES:
Public Benefits Charge and State Surcharge, as set forth below in Note A, is included in the above charge.

Public Benefits Charge	$1.36
State Surcharge	$0.02
Total	$1.38 per fixture

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The amount included is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per shelter times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(B) POINT OF DELIVERY:
Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.

(C) MAINTENANCE:
Maintenance will be performed by the customer.

Date Effective: January 1, 2026	**Resolution No. 25-**
Supersedes Rate Effective: January 1, 2025	**Resolution No. 24-9400**

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE PA-E ELECTRIC SERVICE TO COMMUNICATIONS ATTACHMENTS TO SVP POLES	Sheet 1 of 2

APPLICABILITY:
This schedule is applicable to unmetered service to telecommunications equipment mounted on SVP-owned poles. Electric usage at each electric connection will be determined as set forth in Note (F) below.

RATES:

CUSTOMER CHARGE:

For each electric connection, per month	$5.52

ENERGY CHARGE (in addition to the Customer Charge):

First 800 kWh, per kWh	$0.26620
Excess over 800 kW, per kWh	$0.24166

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charges.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per controller times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(B) TYPE OF SERVICE:
Energy will be supplied at 120 volts, single phase, two wire service. Where only other voltages are available, applicant shall pay, in advance, Silicon Valley Power's cost to convert from the available voltage to 120 volts.

RATE SCHEDULE PA-E ELECTRIC SERVICE TO COMMUNICATIONS ATTACHMENTS TO SVP POLES	Sheet 2 of 2

(C) POINT OF DELIVERY:
Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.

(D) SERVICE CONNECTION:
Silicon Valley Power will provide overhead or underground service in accordance with the current Rules and Regulations for Electric Service. However, applicant shall pay to Silicon Valley Power, in advance, the amount, if any, by which Silicon Valley Power's costs to provide underground service exceeds its cost to provide an overhead service.

(E) MAINTENANCE:
Maintenance will be performed by the customer.

(F) DETERMINATION OF ELECTIC USAGE:

The amount of electric usage subject to the Energy Charge shall be determined as the product of the rated capacity, expressed in kilowatts, of Customer’s communications equipment served at each connection point times 730. Customer shall be responsible for notifying SVP at least 60 days prior to making any equipment change that would increase or decrease the rated capacity of Customer’s equipment, in order that SVP may make commensurate, timely change to Customer’s billing determinants.

Monthly Bill Comparisons with Proposed 4% Increase

2026 Residential Customer Change			
	Low User (300 kWh)	Average (410 kWh)	High User (1,000 kWh)
Current Rate	$51.46	$71.01	$175.91
Proposed Rate	$53.52	$73.85	$182.93
Increase	$2.06	$2.84	$7.02

2026 Commercial/Industrial Customer Change					
	Small Business C1 (1,000 kWh)	Large Commercial / Small Industrial CB-1 (500,000 kWh)	Large Industrial CB-3 (2,000,000 kWh)	Very Large Industrial CB-6 (20,000,000 kWh)	5 Largest Industrial CB-6 (43,000,000 kWh)
Current Rate	$264.16	$93,177	$349,213	$3,044,937	$6,200,997
Proposed Rate	$274.71	$96,901	$363,146	$3,166,600	$6,448,790
Increase	$10.55	$3,724	$13,933	$121,663	$247,793

Rate Comparison with 4% rate increase

Class of Service	SVP Average Rates effective 01/01/26 ($/kwh)*	PG&E Average Total Rates effective 09/01/25 ($/kwh)**	SVP Lower than PG&E ($/kwh)	SVP Lower than PG&E (%)
Residential	D-1 $0.182	E1 $0.422	$0.240	57%
Small Commercial	C-1 $0.269	B-1 $0.433	$0.163	38%
Large Commercial	CB-1 $0.198	B-10S $0.383	$0.185	48%
Small Industrial	CB-1 $0.198	B-19S $0.345	$0.147	43%
Large Industrial	CB-3 $0.179	B-20P $0.266	$0.087	33%
Very Large Industrial	CB-6 $0.159	B-20P $0.266	$0.107	40%

* Average rates based on estimated usage for each class of service, including surcharges. Average rates are provided for general reference. Individual customer's average rate will depend on customer's applicable kw and kwh.

** This comparison does not factor in the additional user tax charge levied in most PG&E service jurisdictions (typically 5%). Santa Clara customers are not charged these additional fees.

25-1645 Agenda Date: 12/16/2025

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action on a General Plan Amendment to the City's Open Space Element to Add Policies to Address Climate Resilience and Other Co-benefits of Open Space; to Help to Increase Access to Open Space for Everyone; and to Preserve, Enhance, and Expand a Network of Open Spaces.

BACKGROUND

In 2022, the State adopted Senate Bill (SB) 1425, which requires cities and counties to review and update their Open Space elements by January 2026. The Open Space element is meant to catalog the existing unimproved sites within a jurisdiction and the likely disposition of those parcels within the timeframe of the General Plan.

SB 1425 requires cities and counties to update their open space programs to include policies addressing climate resilience and other co-benefits of Open Space, consistent with the jurisdiction's Safety element. This law also requires that jurisdictions address the issue of access to open space for everyone and to preserve, enhance, and expand a network of open spaces. Staff is bringing forth General Plan Amendment to be consistent with State Law requirements.

DISCUSSION

The City's Open Space element goals and policies are primarily contained in Chapter 5.9 of the General Plan. The General Plan defines open space lands as unimproved land which is separately defined from developed and actively managed park facilities. Open Space is defined as:

> Any parcel or area of land or water that is essentially unimproved and devoted to an open space use for the purposes of (1) the preservation of natural resources, (2) the managed production of resources, (3) outdoor recreation or (4) public health and safety.

Geographically, the City is constrained by other cities at its boundaries and is fully developed. Consequently, it has a very limited portfolio of open spaces called out in the General Plan. Amongst the open spaces are Agnews Park, Civic Center Park (the City Hall grounds) and Ulistac Open Space as the only General Plan designated open spaces in the City. Chapter 8.8.4 Public Open Space specifically states:

> Several of the City's prominent civic and community buildings are located within parks, offering open space focused on civic activities. For example, the Agnews Historic Park, on Sun Microsystems/Oracle's Santa Clara campus, provides a peaceful open space that also houses four historic buildings, preserved through a historic easement. Use of these parks is primarily passive; however, they provide an open, landscaped setting for historic resources in the City. Ulistac Natural Area, 40 acres of open space located along the Guadalupe River on Lick Mill

Boulevard, between Tasman Drive and Montague Expressway, showcases seven distinct natural California and wildlife habitats. Only a few parks are classified as public open space, making up a little more than six percent of the City's total park acreage.

The City has two planning efforts underway related to parks, trails and public open spaces. First, the City's Department of Public Works is currently drafting a Creek Trail Network Expansion Master Plan, which is a foundational element of a network of connected open spaces, consistent with SB 1425. Secondly, the City's Parks and Recreation Department is currently drafting a Parks and Recreation Master Plan, which describes priorities for parks facilities and programs over the short and medium term.

Both documents have been reviewed, and locations of potential facilities have been incorporated into an updated Figure 5.9-1, the Parks, Recreation and Open Space Diagram, which is included as Attachment 1.

In response to SB 1425, staff is proposing text language in the Open Space Element relating to open space access and the creation of a linked network of open spaces to strengthen the policies. In addition, resilience policies from the City's adopted Climate Action Plan (2022) have been added to the Open Space policies. New and updated open space policies are included as Attachment 2, with proposed changes underlined.

Planning Commission Discussion

On November 12, 2025 ,the Planning Commission reviewed the Proposed General Plan Amendment. Staff provided a presentation that included providing information on other ongoing City efforts related to Open Space, including the Parks and Recreation Master Plan, the Department of Public Works Creek Trail Network Expansion Master Plan, and the 2024 update to the Climate Action Plan. Staff also described the proposed text changes to the Open Space Goals and Policies and the proposed addition of creek trail alignments from the proposed Creek Trail Network Expansion Master Plan.

The Commission asked about how the proposed General Plan Amendment would interact with the Parkland Dedication Ordinance, and staff clarified that the General Plan Amendment only addressed open space, which is defined as unimproved land, and not parkland. The Commission also asked about the possibility of rooftop open spaces. Staff responded that such open spaces could have additional potential for carbon farming, which is a sustainability idea from the Climate Action Plan, proposed to be highlighted as a part of the Open Space General Plan Amendment.

There was no public input on the General Plan Amendment.

The Commission voted to recommend adoption of the General Plan Amendment (5-0-2, Commissioners Bhatnagar and Cherukuru absent).

Recommendation

The text amendment is presented to the City Council for their consideration and action. The following specific actions are required.

1. Find that the Addendum to the 2010-2035 General Plan Environmental Impact Report (EIR) prepared for the project complies with CEQA, and that the adoption of the Open Space Element Update would not result in environmental impacts beyond those described in the

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General Plan EIR and no further analysis is required.

2. Find that the General Plan Text Amendment satisfies the SB 1425 requirements to update open space programs to include policies addressing climate resilience and other co-benefits of Open Space; and that the necessary text edits are consistent with the Parks, Open Space, and Recreation Goals and Policies in the General Plan.

Staff recommends the City Council approve the General Plan Amendment, which includes all the above-described actions, as this amendment will bring the City's General Plan into compliance with the requirements of SB 1425 by helping to create a comprehensive network of open spaces that is accessible to everyone and that helps to reinforce the City's resilience goals.

Alternatively, the City Council has the option to recommend denial of the amendment, or to request modifications.

ENVIRONMENTAL REVIEW

The City prepared an Addendum to the 2010-2035 General Plan Environmental Impact Report (EIR) to cover adoption of this General Plan Amendment.

The Addendum indicates that the adoption of the Open Space Element Update would fall within the scope of the 2010-2035 General Plan EIR, and would not result in new or more severe environmental impacts beyond those described in the General Plan Update EIR.

FISCAL IMPACT

Adoption of the Open Space element update would bring the City's General Plan into compliance with state law, specifically SB 1425. These actions would involve no additional resources beyond those needed to update the General Plan.

COORDINATION

This item was coordinated with the Department of Public Works, the Parks and Recreation Department, and the City Attorney's Office.

PUBLIC CONTACT

A newspaper notice was published in the October 22, 2025, issue of the Santa Clara Weekly describing the proposed adoption of the General Plan Amendment to the Open Space element. Public contact was also made by posting the City Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Find that the Addendum to the 2010-2035 General Plan Environmental Impact Report (EIR) prepared for the project complies with CEQA, and that the adoption of the Open Space Element Update would not result in environmental impacts beyond those described in the General Plan EIR and no further analysis is required.
2. Adopt a Resolution approving the General Plan Text Amendment and find that it satisfies the

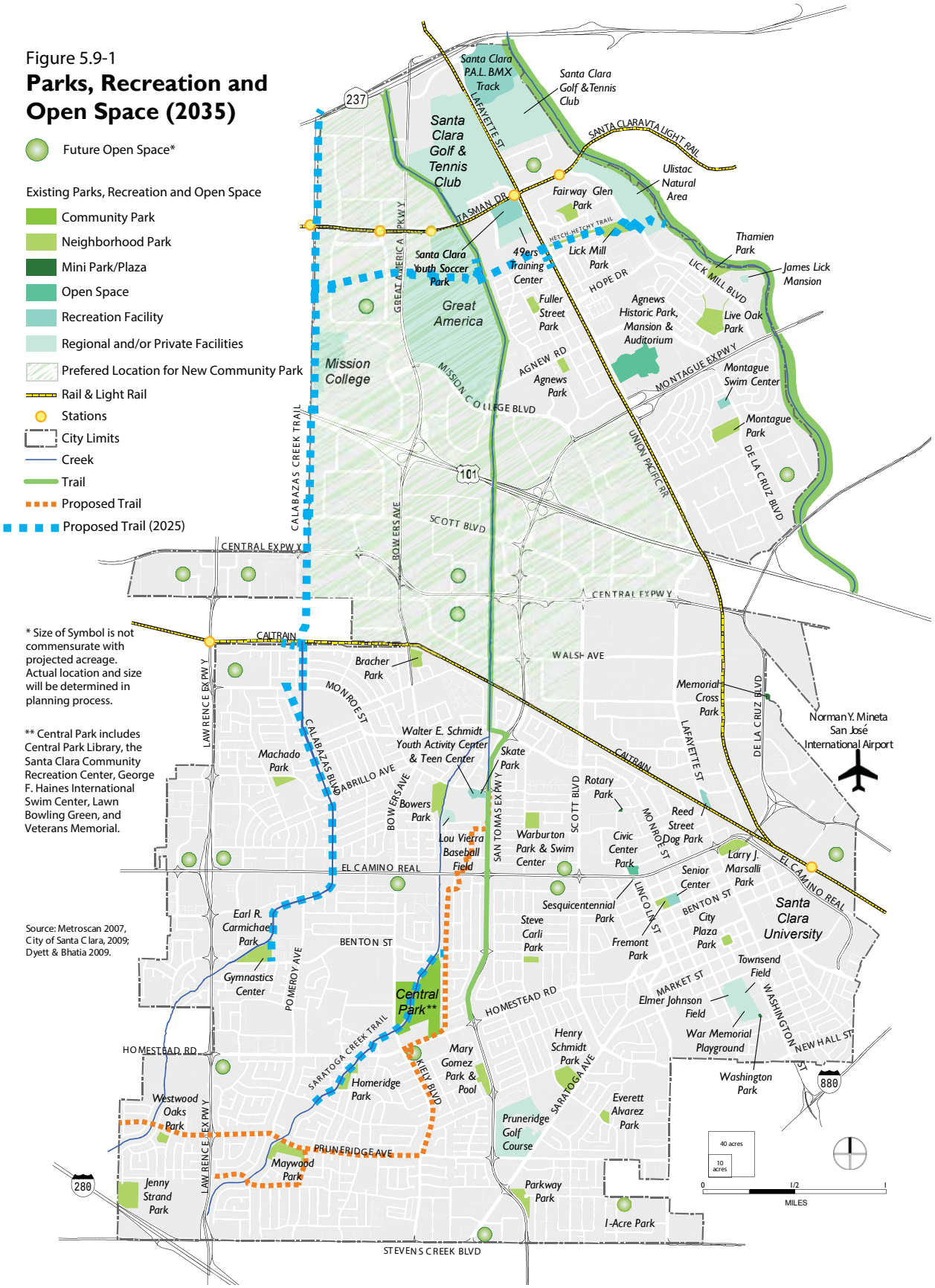
SB 1425 requirements to update open space programs to include policies addressing climate resilience and other co-benefits of Open Space; and that the necessary text edits are consistent with the Parks, Open Space, and Recreation Goals and Policies in the General Plan.

Prepared by: Afshan Hamid, Director of Community Development
Reviewed by: Glen R. Googins, City Attorney
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Parks, Recreation and Open Space Diagram
2. General Plan Open Space Element Text Changes
3. City Council Approval Resolution
4. Addendum to the General Plan 2010-2035 EIR for changes to the Open Space Element relating to SB1425
5. Planning Commission Staff Report - Nov. 12, 2025

Figure 5.9-1

Parks, Recreation and Open Space (2035)



Attachment 2

(Proposed changes are shown as underlined)

New and Updated Open Space Goals and Policies

Goals

5.9.1-G2 Parks, trails and open space that are accessible to everyone by being located within a ten-minute walk to residential neighborhoods and employment centers.

5.9.1-G4 A comprehensive network of park, trail and open space facilities that are accessible to everyone and provide connections to destination points and activity centers within the City.

Policies

5.9.1-P3 Provide a network of trails along creeks and other rights-of-way to link parks, open spaces, bicycle facilities and transit services with residential neighborhoods and employment centers.

5.9.1-P6 Support construction of a network of trails within the City of Santa Clara that connect to the Bay Trail, the Saratoga/San Tomas Aquino Creek and the Guadalupe River trails.

5.9.1-P22 Carbon farming on open space lands. Partner with resource conservation districts to increase carbon farming, creek restoration, wetland restoration, and local offset opportunities in open space lands within the city limits of Santa Clara.

5.9.1-P23 Sustainable planting guide. Support local organizations in developing a planting guide that prioritizes increasing available soil, carbon sequestration, resilience, and other equitably distributed co-benefits.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO APPROVE A GENERAL PLAN TEXT AMENDMENT TO UPDATE THE CITY'S GENERAL PLAN OPEN SPACE ELEMENT, CONSISTENT WITH STATE LAW

WHEREAS, in 2022 the state adopted Senate Bill 1425, which requires local jurisdictions to update Open Space Elements of their General Plans to include policies that address climate resilience and other co-benefits of open space, consistent with the jurisdiction's safety element; and

WHEREAS, SB 1425 also requires local jurisdictions to address the issue of access to open space for everyone and to preserve, enhance, and expand a network of open spaces; and,

WHEREAS, the City is currently drafting a Creek Trail Network Expansion Master Plan, and an update to the City's Parks and Recreation Master Plan, both of which are relevant to the update of the Open Space Element; and

WHEREAS, the City has drafted updates to the General Plan Parks, Recreation and Open Space Diagram (Figure 5.9-1 of the General Plan) to reflect these planning efforts, and proposed edits to Chapter 5.9 of the General Plan to respond to SB 1425; and

WHEREAS, Santa Clara City Charter Section 1007 requires that the Planning Commission provide input to the City Council on any proposed General Plan amendment; and

WHEREAS, Government Code Section 65353 requires the Planning Commission to hold a public hearing prior to making a recommendation on the General Plan Amendment; and

WHEREAS, on October 22, 2025, a notice of the public hearing on the proposed General Plan Amendment was published in the *Santa Clara Weekly*, for the Planning Commission Hearing to be conducted on November 12, 2025 and for the City council meeting on December 16, 2025; and

WHEREAS, pursuant to SCCC Section 18.146.020, on October 15, 2025, notices of the public hearings of November 12, 2025 and December 16, 2025, were posted at City Hall, the Central Park Library, the Mission Branch Library, the Northside Branch Library, and on the City's website; and

WHEREAS, on November 12, 2025, the Planning Commission conducted a duly noticed public hearing to consider the Open Space Element Update, at the conclusion of which, the Planning Commission voted to recommend approval of the proposed General Plan Amendment (5-0-2, Bhatnagar and Cherukuru absent); and

WHEREAS, on December 16, 2025, the City conducted a duly noticed public hearing to consider the Open Space Element Update, at which time all interested persons were given an opportunity to give testimony and provide evidence in support of and in opposition to the proposed amendments.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby finds and determines that the proposed General Plan Amendment is in the interest of the public good for the following reasons:

   A. The City's Open Space Element is consistent with SB 1425 in that the revised Open Space Element addresses climate resilience by incorporating policies from the City's Climate Action Plan;

   B. The revised Open Space policies of the General Plan call out access for all as a goal;

   C. The incorporation of proposed trails from the Creek Trail Network Expansion master plan help to create a network of linked open spaces; and

   D. The proposed General Plan Amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA), in that an Addendum to the City of Santa Clara 2010-2035 General Plan Environmental Impact Report (EIR) has been prepared.

3. That the City Council hereby amends the Open Space Element, as contained in Section 5.9.1 (Parks, Open Space and Recreation Goals and Policies) of the General Plan, by incorporating

a revised version of Figure 5.9-1, the Parks Recreation and Open Space Diagram as shown in Attachment 1, and by incorporating the proposed text changes shown in Attachment 2 into Section 5.9.1.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 16TH DAY OF DECEMBER 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Figure 5.9-1, Parks, Recreation and Open Space Diagram
2. Proposed General Plan Open Space Goals and Policies Text Changes

Open Space Element General Plan Amendment
September 26, 2025

Project Description

The General Plan Amendment to the City's Open Space element consists of three primary components:

1. New trail alignments incorporated into the Parks, Recreation and Open Space diagram (Figure 5.9-1 of the General Plan)
2. Addition of policies related to carbon farming on open space land from the City's adopted Climate Action Plan.
3. Strengthening of policy language to emphasize access to open space for everyone, and towards the creation of a network of open spaces with trail linkages.

The proposed trail alignments and revised policy language are included as attachments 1 and 2 to this addendum.

Legal Basis for an Addendum

This Addendum has been prepared pursuant to Public Resources Code Section 21166 and California Environmental Quality Act (CEQA) Guidelines Section 15162, 15164, and 15168(c). This Addendum evaluates the project's potential environmental effects in light of those effects previously disclosed in the 2010 General Plan Environmental Impact Report (EIR) to determine whether any of the conditions described in Guidelines Section 15162 calling for subsequent CEQA review have occurred. The General Plan EIR is available for review at the City's Planning Division, 1500 Warburton Avenue, Santa Clara, California 95050. CEQA Guidelines Section 15164(a) provides that the lead agency "*shall prepare an addendum* to a previously certified EIR if *some changes or additions are necessary* but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." Sub-Section (c) further provides that an "addendum need not be circulated for public review but can be included in or attached to the final EIR," and Sub-Section (e) states that a "brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included" in the addendum, the agency's findings, or elsewhere in the administrative record.

CEQA Guidelines Section 15168(c)(2) provides that "if the agency finds that pursuant to Section 15162, no subsequent EIR will be required, the agency can approve the activity as being within the scope of the project covered by the EIR" and that "[w]hether a later activity is within the scope of an EIR is a factual question that the lead agency determines based on substantial evidence in the record." According to CEQA *Guidelines* Section 15162, once an EIR has been certified, no subsequent or supplemental EIR shall be prepared for a project unless the lead agency determines that one or more of the following occurs:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration

due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

    a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
    b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
    c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
    d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

An addendum may be prepared if some changes or additions are necessary to a certified EIR and none of the above-stated conditions apply (CEQA *Guidelines* Section 15164).

Analysis and Conclusions

New trail alignments will allow the City to apply for grants that will help to fund the development of the Creek Trail network. At the present time, the proposed trail alignments are conceptual. Individual improvements will be analyzed for CEQA compliance during the planning stage, prior to construction. There will be no physical changes to the environment as a result of the addition of the proposed trail alignments to the General Plan.

Regarding the addition of Climate Action Plan (CAP) policies, the CAP is already an appendix to the General Plan and the policies are being put in a more prominent location to help inform discussion about the potential uses of open space. Since the Climate Action Plan was previously adopted, CAP policies have already been analyzed for CEQA compliance.

The strengthening of policy language to emphasize a network of connected open spaces for all does not change the development potential of the General Plan, nor does it in and of itself create a program of additional activities.

Taken together, the actions involved in the proposed Open Space General Plan Amendment only change the project description of the General Plan EIR and do not change the severity of the impacts, the required mitigation measures or the conclusions.

Preparer:

John Davidson, Principal Planner
City of Santa Clara
jdavidson@santaclaraca.gov
408-615-2478

25-1109 Agenda Date: 11/12/2025

REPORT TO PLANNING COMMISSION

SUBJECT

Public Hearing: Recommendation on a General Plan Amendment to the City's Open Space Element to Add Policies to Address Climate Resilience and Other Co-benefits of Open Space; to Help to Increase Access to Open Space for Everyone; and to Preserve, Enhance, and Expand a Network of Open Spaces.

BACKGROUND

Adopted in 2010, the City's General Plan (2010-2035) represents the long-term goals for the City's future and guides decisions during its timeframe. State law requires that General Plans include seven mandated "elements," including Land Use, Circulation, Housing, Safety, Noise, Conservation and Open Space; an Environmental Justice element will be required in the future. The 2010-2035 Santa Clara General Plan is an "integrated" document, meaning it does not have independent elements, except for the Housing Element. Instead, the General Plan includes a matrix, set forth in Appendix 8.4, listing where each of the state-mandated elements are contained.

From time to time, the elements are updated to be consistent with changes in State Law. In 2022, the State adopted Senate Bill (SB) 1425, which requires cities and counties to review and update their Open Space elements by January 2026. The Open Space element is meant to catalog the existing unimproved sites within a jurisdiction and the likely disposition of those parcels within the timeframe of the General Plan.

SB 1425 requires cities and counties to update their open space programs to include policies addressing climate resilience and other co-benefits of Open Space, consistent with the jurisdiction's Safety element. This law also requires that jurisdictions address the issue of access to open space for everyone and to preserve, enhance, and expand a network of open spaces.

DISCUSSION

The City's Open Space element goals and policies are primarily contained in Chapter 5.9 of the General Plan. The State's General Plan Guidelines define open space as unimproved land devoted to:

- The preservation of natural resources
- Managed production of resources, meaning farmland (not applicable in the City of Santa Clara)
- Outdoor recreation, including linkages
- Open Space for public safety (for example, earthquake easements)
- Military installations (not applicable in Santa Clara)
- Tribal Resources

The fact that open space lands are defined as unimproved puts them in contrast to developed and actively managed park facilities.

Geographically, the City is constrained by other cities at its boundaries and is fully developed. Consequently, it has a very limited portfolio of open spaces called out in the General Plan. Section 8.8.4 lists Agnews Park, Civic Center Park (the City Hall grounds) and Ulistac Open Space as the only General Plan designated open spaces in the City.

The City has two planning efforts underway related to parks, trails and public open spaces. First, the City's Department of Public Works is currently drafting a creek trail network expansion master plan, and is a foundational element of a network of connected open spaces, consistent with SB 1425. Secondly, the City's Parks and Recreation Department is currently drafting a Parks and Recreation Master Plan, which describes priorities for parks facilities and programs over the short and medium term.

Both documents have been reviewed, and locations of potential facilities have been incorporated into an updated Figure 5.9-1, the Parks, Recreation and Open Space Diagram, which is included as Attachment 1.

As part of the update, text language in the Open Space Element relating to open space access and the creation of a linked network of open spaces has been strengthened. In addition, resilience policies from the City's adopted Climate Action Plan (2022) have been added to the Open Space policies. New and updated open space policies are included as Attachment 2, with changes shown in strikethrough and underline.

The text amendment is presented to the Planning Commission for a recommendation to the City Council for their consideration and action. The following specific actions are required.

1. Find that the Addendum to the 2010-2035 General Plan Environmental Impact Report (EIR) prepared for the project complies with CEQA, and that the adoption of the Open Space Element Update would not result in environmental impacts beyond those described in the General Plan EIR and no further analysis is required.

2. Find that the General Plan Text Amendment satisfies the SB 1425 requirements to update open space programs to include policies addressing climate resilience and other co-benefits of Open Space; and that the necessary text edits are consistent with the Parks, Open Space, and Recreation Goals and Policies in the General Plan.

Staff recommends that the Planning Commission recommend to the City Council approval of the General Plan Amendment by approving all the above-described actions because the amendment will bring the City's General Plan into compliance with the requirements of SB 1425, by helping to create a comprehensive network of open spaces that are accessible to everyone and that help to reinforce the City's resilience goals.

Alternatively, the Planning Commission has the option to recommend denial of the amendment, or to request modifications.

ENVIRONMENTAL REVIEW

The City prepared an Addendum to the 2010-2035 General Plan Environmental Impact Report (EIR) to cover adoption of this General Plan Amendment.

The Open Space element update consists of three primary components:

1. New trail alignments incorporated into the Parks, Recreation and Open Space diagram (Figure 5.9-1 of the General Plan)
2. Addition of policies related to carbon farming on open space land from the City's adopted Climate Action Plan.
3. Strengthening of policy language to emphasize access to open space for everyone, and towards the creation of a network of open spaces with trail linkages.

New trail alignments will allow the City to apply for grants that will help to fund the development of the Creek Trail network. Individual improvements will be analyzed for CEQA compliance at the planning stages prior to construction.

Regarding the addition of Climate Action Plan policies to the Open Space chapter, the Climate Action Plan is

already an appendix to the General Plan and its policies are being put in a more prominent location to help inform discussion about the potential uses of open space. Since the Climate Action Plan is already adopted, these policies have been previously analyzed for CEQA compliance.

The strengthening of policy language to emphasize a network for all connected open spaces does not change the development potential of the General Plan, nor does it create a program of activities.

The Addendum indicates that the adoption of the Open Space Element Update would not result in environmental impacts beyond those described in the General Plan Update EIR.

FISCAL IMPACT
Adoption of the Open Space element update would bring the City's General Plan into compliance with state law, specifically SB 1425. These actions would involve no additional resources beyond those needed to update the General Plan.

COORDINATION
This item was coordinated with the City Attorney's Office, the Department of Parks and Recreation, and the Department of Public Works.

PUBLIC CONTACT
A newspaper notice was published in the October 22, 2025, issue of the Santa Clara Weekly describing the proposed adoption of the General Plan Amendment to the Open Space element.

Public contact was also made by posting the Planning Commission agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Staff recommends based on Senate Bill 1425, that the Planning Commission recommend the City Council:

1. Find that the Addendum to the 2010-2035 General Plan Environmental Impact Report (EIR) prepared for the project complies with CEQA, and that the adoption of the Open Space Element Update would not result in environmental impacts beyond those described in the General Plan EIR and no further analysis is required.

2. Adopt the General Plan Text Amendment and find that it satisfies the SB 1425 requirements to update open space programs to include policies addressing climate resilience and other co-benefits of Open Space; and that the necessary text edits are consistent with the Parks, Open Space, and Recreation Goals and Policies in the General Plan.

Prepared by: John Davidson, Principal Planner, Community Development
Reviewed by: Alexander Abbe, Assistant City Attorney
Approved by: Afshan Hamid, Director of Community Development

ATTACHMENTS

1. Parks, Recreation and Open Space Diagram, General Plan Figure 5.9-1
2. General Plan Open Space Element Text Changes
3. Resolution to Recommend Approval
4. Addendum to the General Plan 2010-2035 EIR for changes to the Open Space Element relating to SB1425

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25-1660 Agenda Date: 12/16/2025

REPORT TO CITY COUNCIL

SUBJECT

Public Hearing: Action on a Vesting Tentative Map (PLN24-00044) for a Proposed Common Interest Development of Six Single-Family Housing Units Located at 4503 Cheeney Street - Continued from November 18, 2025 City Council Meeting

BACKGROUND

The proposed project was continued from the November 18. 2025 City Council Hearing. At the hearing, Council opened the public hearing and continued the item to the December 16, 2025, City Council Meeting.

On September 13, 2023, Jeff Aguilar, on behalf of Valley Oak Partners (applicant) submitted a Preliminary Application under Senate Bill (SB) 330 for a six-unit single family housing project at 4503 Cheeney Street in Santa Clara ("Project"). With very limited exceptions, most housing developments of two or more units are able to submit an SB 330 "preliminary application" that locks in existing zoning standards and qualifies a project for certain streamlining provisions. On January 17, 2024, the applicant submitted a formal proposal for the subject property. The formal application request, consistent with the preliminary application, included the demolition of an existing single-family residence, the construction of six two-story single-family residences, and a vesting tentative subdivision map to create a common interest development of six condominium lots and a common access easement. The proposed project was split into two separate applications: (File No. PLN24-00034) for the Architectural Review Permit for the development of the parcel; and (File No. PLN24-00044) for the Vesting Tentative Subdivision Map. File No. PLN24-00034 was deemed complete by the Project Clearance Committee (PCC) on September 24, 2024, and File No. PLN24-00044 was deemed complete by the Subdivision Committee on August 26, 2025.

The Architectural Review Permit for the development portion of the application, File No. PLN24-00034, went to the Development Review Hearing (DRH) on December 11, 2024. There were no public comments regarding the application at the meeting, and the application was approved subject to findings and conditions of approval. The DRH staff report is available as Attachment 4.

On October 8, 2025, the Planning Commission reviewed the vesting tentative map request. Planning Commission's review and recommendation to the City Council is required under Code Section 17.05.300 - Tentative Maps. Tentative Maps are ultimately approved by the City Council. The Planning Commission voted to recommend approval of the vesting tentative map for the Project to the City Council (7-0 vote). The PC staff report is available as Attachment 5.

DISCUSSION

The project is an SB330 project, the preliminary application, PRE23-00102, was deemed complete on 10/3/2023. Due to the nature of SB330 projects, the preliminary application locked in the existing

zoning standards at the time the preliminary application was deemed complete. The Classic Code was in effect on 10/3/2023 and staff has reviewed the current project based on the Classic Code.

The project was reviewed against the R3-18D zoning standards, found in Section 18.16.070 - 18.16.090 of the Classic Code. The applicant has asked for six waivers to R3-18D zoning standards, waivers to front yard, side yard, street side yard, and rear yard setbacks, to building coverage and to total required landscaped area. The applicant has applied for one concession due to their status as an affordable housing project, the applicant applied for a waiver to allow a six-foot fence within the street side setback area. These waivers and concession were reviewed by the City Attorney's Office and were subsequently reviewed and approved at the Development Review Hearing on December 11, 2024.

At the October 8, 2025, Planning Commission meeting, staff presented the vesting tentative map request, The tentative map request is linked to the architecture review project to demolish an existing single-family home on a single parcel in order to construct six single family homes as a common interest development. Each two-story home will have 2,275 square feet of living area, four bedrooms / 2 and a half bathroom, a two-car garage, and a front porch. The project site is within the vicinity of other multi-family and townhome developments of similar density and size. Much of the surrounding properties are established in a similar mix of R1 (Single-Family Residential), R3 (Medium Density Residential), and (PD) Planned Development zoning districts.

As indicated in the Planning Commission staff report, staff recommended approval of the vesting tentative map; with the waivers and concession, the project meets the applicable zoning requirements, and the project is consistent with the Low Density Residential General Plan land use designation.

During the Planning Commission meeting, commissioners raised questions regarding affordable housing, setbacks, infrastructure impacts, and parking. The summary of the discussion is as follows:

- Affordable housing - one unit of the six will be deed restricted to be a moderate-income affordable unit.
- Setbacks - Currently the project meets setbacks due to the waivers and concessions the applicant is entitled to due to their project meeting the state definition of an 'affordable housing project'
- Infrastructure impacts - the applicant has worked with public works, streets division, and solid waste to ensure that all water, sewer, and traffic needs are met and do not put an undue burden on surrounding properties or homeowners.
- Parking - each unit will have a two-car garage, per Santa Clara City Code, all single-family homes are required to have two covered parking spaces.

As a result of the Planning Commission discussion and presentations from staff and the applicant, no modifications were required and the Commission recommended approval of the project as presented. All Commissioners were present at the hearing. In two motions, the Commission voted to recommend that the project be determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects) (7-0), and to recommend approval of the Tentative Subdivision Map (7-0).

Architectural Review

Throughout the process, the applicant has revised their submission several times and worked with the Planning Division to get to a design plan that the Planning Division supports. Full review of the architecture took place at a regularly scheduled Development Review Hearing on December 11, 2024 (Staff report contained in Attachment 4). The approved Architectural Review development plans are provided in Attachment 5.

Senate Bill (SB) 330 Review

The project is subject to streamlining under SB 330, which was passed in 2019 to accelerate housing production in urban areas. The law limits the number of public hearings a City can conduct for a project to five, if the project complies with the applicable General Plan and zoning standards in effect at the time of the preliminary application submittal. Consistent with SB 330, the project shall be subject only to the ordinances, policies, and standards adopted and in effect when the preliminary application was submitted (September 13, 2023). The project has gone through two public hearings previously: the Development Review Hearing, on December 11, 2024, and the Planning Commission meeting on October 8, 2025. If the Tentative Map is approved by the City Council, then the project was heard in three hearings, which meets the requirements of SB 330. Community meetings and other applicant-led meetings do not count towards the five hearings allowed.

Proposed City Council Action

The project is now presented for City Council consideration and action. The following specific actions are required:

1. CEQA Determination

Determine the project to be exempt pursuant to CEQA Section 15332 (Infill development projects).

2. Vesting Tentative Map Approval

A Vesting Tentative Subdivision Map is proposed to create the condominium lots for the six townhouses. The required findings, and facts supporting them, are as follows:

- General Plan Consistency: The subdivision would be consistent with the General Plan land use designation of Low Density Residential. The subdivision would create additional residential development in proximity to jobs, incrementally advancing the City's goals to produce new housing; would provide a deed-restricted affordable housing unit, which forwards Residential Land Use Goal 5.3.2-G3 to disperse affordable housing units across the City; and is compatible in both character and size with neighboring low intensity residential development (Policy 5.3.1-P29).

- Zoning Code Compatibility: The subdivision also meets the applicable development standards of the Zoning Code. The project includes an affordable unit which allowed the applicant to use the State density bonus law to seek waivers from selected development standards. After working with the City to reduce the extent of the waivers, the applicant and the City agreed to six waivers: front yard setbacks, side yard setbacks, street side yard setbacks, rear yard setbacks, total required landscaped area, and building coverage.

Development Regs	Code Ref.	Per R3-18D Zoning	Proposed
Front yard	18.16.070	20' min.	15' min.

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Side yard	18.16.080	10' min.	5.5' min.
Side yard - Street	18.16.080	20' min.	10' min. (5' to porch)
Rear	18.16.090	15' min.	10' min.
Building Coverage	18.16.100	35% max.	48%
landscaped Area	18.16.110	45% min.	39%

- The applicant also used a state entitled concession for the corner side yard fence height to maintain a six-foot height within a required setback where only a three-foot fence would be permitted. The project, after utilizing the waivers and concession under the State Density Bonus Law, meets the applicable provisions of the City's Zoning Code.

- Site Suitability: Much of the surrounding area includes similar style residences-common interest developments with multiple residences in a singular lot. See Attachment 1 for a vicinity map.

- No Adverse Effects: The design of the subdivision and type of improvements will not cause substantial environmental damage, as the project is a small-scale residential development that will comply with current Building Code requirements, including applicable provisions of the City's Reach Code. The project would not result in adverse health effects as it will be subject to Covenants, Conditions and Restrictions for operation and maintenance of the buildings and site improvements and does not propose the use of hazardous materials.

- Conflicts With Easements: As designed, the project would not conflict with any recorded public easements for access through or use of the proposed subdivision.

- Natural/Passive Heating and Cooling: The project will adhere to CALGreen energy efficiency measures to conserve energy through building design and site planning.

Recommendation

Staff and the Planning Commission recommend that the City Council approve the Project by approving all of the above-described actions because the Project would be compatible with adjacent land uses, and the project is consistent with the General Plan and applicable zoning standards. Findings can be made to support the approval of the vesting tentative subdivision map. Conditions of approval are proposed for the Project and are contained in Attachment 3.

As an alternative, the Council has the option to deny the project, or to refer the matter back to staff for modifications.

ENVIRONMENTAL REVIEW

The action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects), in that the proposed project meets the following conditions:

(a) The project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations.

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(b) The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses.
(c) The project site has no value as habitat for endangered, rare or threatened species.
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
(e) The site can be adequately served by all required utilities and public services.

FISCAL IMPACT
There is no fiscal impact to the City for processing the requested application other than administrative time and expense typically covered by processing fees paid by the applicant.

COORDINATION
This report was coordinated with the City Attorney's Office.

PUBLIC CONTACT

Community Meeting
Consistent with the City's state the year adopted Public Outreach Policy for Planning applications, a hybrid public outreach meeting was conducted by the Property Owner/Applicant on November 13, 2024, to engage the neighborhood community in the planning process. Notices of the meetings were mailed by the Property Owner/Applicant to properties within 500 feet of the project site boundaries, totaling 354 mailed notices, and posted on the City's website. This meeting provided the community an opportunity to review and comment on the proposal and because of the community input, eight members of the public were in attendance. The overall concern from the public was regarding on-street parking, due to the project's proximity to Levi's Stadium and the problem some residents face with current demand for on-street parking. Each unit will have a two-car garage, per Santa Clara City Code, all single-family homes are required to have two covered parking spaces. Planning Division included a condition of approval to specify that all garage parking should be used for car parking and shall not be used exclusively for storage or etc.

Hearing Noticing
Public contact was made by posting the Development Review Hearing agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

A public hearing notice was mailed to property owners within a 500-foot radius of the project site on November 6th, 2025. Notice was also published in the Weekly, a newspaper of general circulation, on December 3rd, 2025.

RECOMMENDATION
1. Determine the project to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects); and
2. Adopt a Resolution in the form presented to approve the Vesting Tentative Map (PLN24-00044) for a common interest development for the proposed development of six single family housing units located at 4503 Cheeney Street to accompany the Architectural Review application

(PLN 24-00034), making the required findings and subject to f conditions of approval

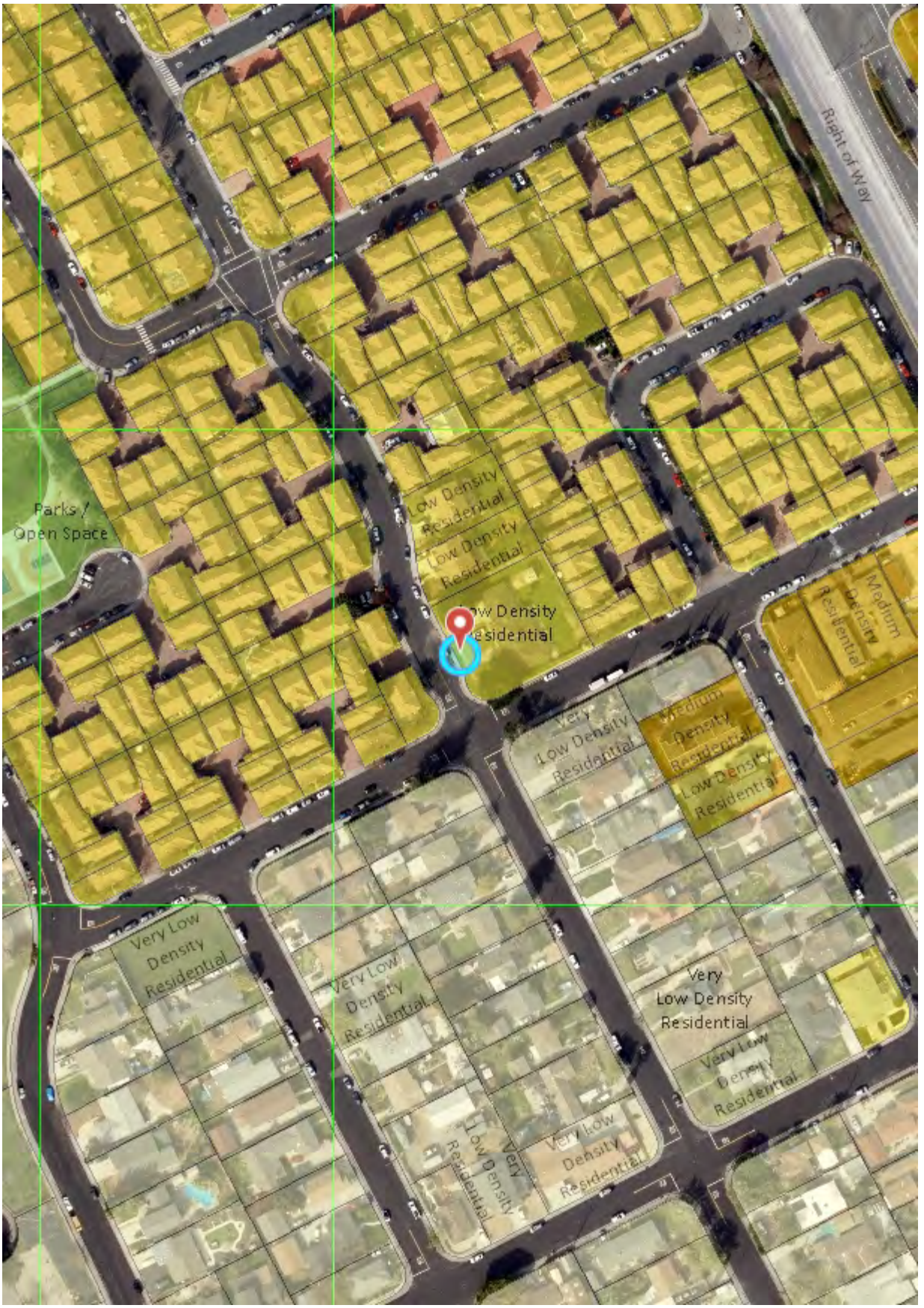
Prepared by: Daniel Sobczak, Associate Planner, Community Development Department
Reviewed by: Afshan Hamid, Director of Community Development Department
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. Vicinity Map
2. Resolution to Recommend Approval
3. Conditions of Approval
4. DRH Staff Report, 12/11/24
5. PC Staff Report, 10/8/25
6. Approved Architectural Review Plans
7. Vesting Tentative Map

Zoning Map - 4503 Cheeney


PD
R2
R2
R2
R3
R3
R3
R1-6L
R1-6L
R1-6L

General Plan Map - 4503 Cheeney



Legend

General Plan Phase II: 2015-2

- Unknown
- Adopted Specific Plans
- Very Low Density Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Very High Density Residential
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Urban Center/Entertainment Distric
- Neighborhood Mixed Use
- Community Mixed Use
- Regional Mixed Use
- Very High Density Mixed Use
- Public / Quasi Public
- Low Intensity Office / R&D
- High Intensity Office / R&D
- Parks / Open Space
- Light Industrial
- Heavy Industrial
- Downtown Core
- Right of Way

City Operational Boundary

Boundary

Footprint

Image

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1: 2,000

Notes

PLN24-00034

0.1 0 0.03 0.1 Miles

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US

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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A VESTING TENTATIVE CONDOMINIUM MAP FOR THE PROPOSED DEVELOPMENT OF SIX SINGLE FAMILY HOUSING UNITS, ONE DEEMED MODERATE RATE AFFORDABLE LOCATED AT 4503 CHEENEY STREET, SANTA CLARA

PLN24-00044 (Tentative Subdivision Map)

WHEREAS, on September 13, 2023, Jeff Aguilar of Valley Oak Partners ("Applicant") submitted a preliminary application under Senate Bill (SB) 330 (2019);

WHEREAS, on February 2, 2024, the Applicant filed an Architectural Review application (PLN24-00034) to redevelop a 18,651 square-foot parcel, located at 4503 Cheeney Street ("Project Site") with six residential single family units;

WHEREAS, on December 11, 2024, the Architectural Review to Demolish an Existing Single-Family Residence and Construct Six New Single-Family Detached Residences, of Approximately 2,772 Square Feet with One Affordable Unit at the Moderate Level of Affordability was approved at the Development Review Hearing (DRH);

WHEREAS, on January 22, 2024, the Applicant filed an application (PLN24-00044) for a Vesting Tentative Subdivision Map for condominium purposes to subdivide the subject property to accommodate the proposed development;

WHEREAS, the proposed vesting tentative subdivision map is consistent with the approved site plan and improvements on the Project Site for the development of the residential project approved on December 11, 2024;

WHEREAS, pursuant to Section 17.05.210 of the Code of the City of Santa Clara ("SCCC"), a Vesting Tentative Subdivision Map shall be required for all subdivisions of land into five or more parcels, including condominium developments;

WHEREAS, on September 24, 2024, the Subdivision Committee determined that the application was complete and that the proposed Vesting Tentative Subdivision Map should proceed to the Planning Commission in conformance with Section 17.05.300 of the SCCC;

WHEREAS, SCCC Section 17.05.300(g) requires that the Planning Commission make recommendations of denial, approval or conditional approval to the City Council on the Vesting Tentative Subdivision Map;

WHEREAS, the proposal is to create six residential units with common areas to serve the development ("Project") as shown on the Vesting Tentative Subdivision Map, attached hereto and incorporated herein by this reference;

WHEREAS, a determination that the proposed six unit project was categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 – In-Fill Development Projects) was made at the Development Review Hearing on December 11, 2024;

WHEREAS, the proposed Vesting Tentative Map is consistent with the previously approved Project (Architectural Review approval) and would not result in a new impact on the environment or significantly increase the severity of any previously identified impact;

WHEREAS, the Planning Commission held a duly noticed public hearing on October 8, 2025, to consider the proposed Vesting Tentative Subdivision Map and the determination of the Project to be exempt from CEQA per Section 15332, and the Commission voted 7-0 to recommend approval to the City Council to approve a Vesting Tentative Subdivision Map and voted 7-0 to determine the Project exempt from CEQA per Section 15332; and

WHEREAS, on December 3, 2025, a notice of the December 16, 2025 Council hearing to consider the Vesting Tentative Subdivision Map was published in the *Weekly*, a newspaper of general circulation in the City;

WHEREAS, on November 6, 2025, notices of the public hearing on the Vesting Tentative Subdivision Map were mailed to all property owners within 500 feet of the property, according to the most recent Assessor's roll; and

WHEREAS, on December 16, 2025, City Council held a duly noticed public hearing to consider the Project, during which the City Council invited and considered any and all verbal and written testimony and evidence offered in favor of and in opposition to the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. Vesting Tentative Subdivision Map Findings. Pursuant to California Government Code Sections 66426 and 66428 and SCCC Section 17.05.300(h), the Planning Commission finds and determines that:

A. The Vesting Tentative Map is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan in that the Vesting Tentative Map, and adjoining development proposal, proposes six residential condominium units that is consistent with the General Plan Designation of Low Intensity Residential's density standards, creates additional residential development in proximity to jobs, incrementally advancing the City's goals to produce new housing, provides an affordable housing unit which forwards Residential Land Use Goal 5.3.2-G3 to disperse affordable housing units across the City, is compatible in both character and size with neighboring low intensity residential development (Policy 5.3.1-P29), and subject to conditions set forth in the Conditions of Vesting Tentative Map Approval, attached hereto and incorporated by this reference.

B. The design and improvements of the proposed subdivision are consistent with the City's General Plan, in that the Vesting Tentative Map facilitates development of housing stock and construction of ownership housing opportunities for the community (Policy 5.3.1-P8) ; and

furthermore complies with General Plan Land Use and Transitional Goals and Polices of the General Plan by redeveloping a low density residential lot from a single-family unit to six single family units, meeting the density allowed and creating additional transition in scale and intensity of use from the existing surrounding Planned Development units to the single-family housing adjacent to the south.

C. The site is physically suitable for the proposed type of development, in that the Project is compatible with the adjacent uses and the zoning code.

D. The site is physically suitable for the proposed intensity of development, in that the Project Site is located in an urbanized area and is served by existing utilities and infrastructure.

E. The design of the subdivision and type of improvements are not likely to cause serious health problems, in that the proposed residential map will implement Covenants, Conditions, and Restrictions for operation and maintenance of the site improvements and does not propose the use of hazardous materials.

F. The design of the vesting tentative map and type of improvements are not likely to cause substantial environmental damage and will not substantially or unavoidably injure fish or wildlife or their habitat in that the Project Site is located in an urbanized setting, is a previously developed site, and the proposed Condominium Map is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 – In-Fill Development Projects.

G. The design of the vesting tentative map and type of improvements will not conflict with easements acquired by the public at large or use of property within the proposed Condominium in that it is designed to avoid encroachment and conflicts with public easements in the site design.

H. The vesting tentative map provides, to the extent feasible, for future passive or natural heating or cooling opportunities, in that it will adhere to CALGreen energy efficiency measures to conserve energy through building design and site planning.

3. Based on the findings set forth in this Resolution and the evidence in the Staff Report and such other evidence as received at the public hearings on this matter before the Planning Commission, the Planning Commission hereby recommends approval of the Vesting Tentative Map to the City Council, substantially in the form on file as shown on the attached Vesting Tentative Map and Conditions of Vesting Tentative Subdivision Map Approval, hereby incorporated by this reference.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 16TH DAY OF DECEMBER 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1. Vesting Tentative Map
2. Conditions of Vesting Tentative Map Approval

Conditions of Vesting Tentative Subdivision Map Approval

PLN24-00044 / 4503 Cheeney Street

Vesting Tentative Map (PLN24-00044) for the Proposed Development of Six Single Family Housing Units Subject to SB 330 Located at 4503 Cheeney Street.

Revisions to G8, H1, W3 and removal of H3, F4, F5, and F8 (10/8/2025)

CONDITIONS OF APPROVAL

GENERAL

G1. **Subdivision Expiration.** This subdivision shall automatically be revoked and terminated if not used within two years of original grant or within the period of any authorized extension thereof. The date of granting this subdivision is the date this subdivision is approved by the Decision-making body and the appeal period has exhausted. The expiration date is one year after the City Council decision made on 11/18/2025.

G2. **Conformance with Plans.** The lot design on the subdivision map shall be designed in conformance with the subdivision map, as approved by the decision-making body.

G3. **Conditions of Plans.** All conditions of approval for this subdivision shall be reprinted and included within the first three sheets of the subdivision map sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.

G4. **Necessary Relocation of Public Facility.** If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

G5. **Indemnify and Hold Harmless.** The owner or designee agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorney's fees, injuries, costs, and liabilities from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of owner or designee's project.

G6. **Code Compliance.** The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis; proposed use and occupancy of all spaces (CBC Ch. 3), all building heights and areas (CBC Ch. 5), all proposed types of construction (CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (CBC Ch. 7), all proposed interior finishes fire resistance (CBC Ch. 8), all fire protection systems proposed (CBC Ch. 9), and all means of egress proposed (CBC Ch. 10). Noncombustable exterior wall, floor, and roof finishes are strongly encouraged.

   a. During construction retaining a single company to install all fire related penetrations is highly recommended.
   b. The grade level lobbies shall be minimum 1-hour rated all sides and above.
   c. All stair shafts shall be minimum 1-hour rated.
   d. All elevator shafts shall be minimum 1-hour rated.
   e. All trash chute shafts shall be minimum 1-hour rated.
   f. Recommendation: provide minimum two trash chutes; one for recyclables, one for trash, each trash chute to be routed down to a grade level trash collection room.
   g. Any trash rooms shall be minimum 1-hour rated all sides and above.

G7. **Building Codes as Amended.** See Title 15 of the Santa Clara City Code for any amendments to the California Building Codes.

G8. Reach Code. This project is subject to the City of Santa Clara Reach Code, as set forth in City Code Chapters 15.36 and 15.38, with the exception of the "all-electric" requirements suspended by the City Council on January 14, 2025.

G9. Comply with all applicable codes, regulations, ordinances and resolutions.

COMMUNITY DEVELOPMENT - HOUSING DIVISION

H1. **Residential Rental or Ownership Project with Fewer than 10 Units.**
In accordance with the Santa Clara City Code chapter 17.40, this project is subject to the affordable housing requirements for the proposed 6 units for-sale residential development. The Applicant is utilizing State Density Bonus on this project and have elected to provide one affordable housing unit.

The One affordable unit shall be provided at an affordable housing cost for a household earning up to one hundred percent (100%) of area median income (AMI). Affordable Unit shall have prices set in accordance with the City's Below Market Purchase (BMP) Program Policies and Procedures Manual (subject to updates and changes). Applicant shall be responsible for cost incurred under the California Building Standards (California Code of Regulations, Title 24) for the each affordable for- sale residential unit. Affordable units shall be reasonably dispersed throughout the project and shall on average contain the same number of bedrooms and shall be comparable to the design of the market-rate units in terms of appearance, material and finished quality of the market rate units in the project. Affordable units shall have the same access to the project amenities and recreational facilities as market-rate units. Additionally, the Developer will cover the cost of the BMP Program to process each BMP homebuyer, at a rate of 2.5% of the Affordable Sales Price per unit.

H2. **Affordable Housing Agreement.** Prior to issuance of Building Permits, the Developer shall enter into an Affordable Housing Agreement (AHA) with the City that will determine the Affordable Sales Price, identify the actual unit to be sold as the Affordable Unit, and apply all terms and covenants guaranteeing the prescribed affordability, to the satisfaction of the Director of Community Development. There is a fee for the AHA preparation in the amount of $4,205 which will be due prior to execution of the AHA (per Municipal Fee schedule).

FIRE DEPARTMENT

DESIGN / PERFORMANCE—PRIOR TO BUILDING PERMIT ISSUANCE

F1. **Hazmat Clearance.** Prior to any Building Permit issuance, Hazardous Materials Closure (HMCP) is required as applicable: This is a permit is issued by the Santa Clara Fire Department, Fire Prevention & Hazardous Materials Division. Hazardous materials closure plans are required for businesses that used, handled or stored hazardous materials. While required prior to closing a business this is not always done by the business owner, and therefore should be part of the developer's due diligence. The

hazardous materials closure plans demonstrate that hazardous materials which were stored, dispensed, handled or used in the facility/business are safely transported, disposed of or reused in a manner that eliminates any threat to public health and environment.

F1. **Hazmat Clearance.** Prior to any Building Permit Issuance, a Phase II environmental assessment is required to be submitted to CRRD for review. If hazards are present that require site mitigation, cleanup, or management of chemical contaminants in soil, soil vapor, or groundwater a separate permit from one of the regulatory agencies below will be required. The type and extent of contamination on site(s) will govern which of the regulatory agencies noted below can supervise the cleanup: Department of Toxic Substances Control (DTSC); State Water Resources Control Board; or Santa Clara County, Department of Environmental Health.

If the project intends to contract with a State or County Agency for onsite/offsite environmental remediation activities the following documentation shall be provided to the Fire Prevention & Hazardous Materials Division prior to issuance of a Building Permit for demolition or grading: Oversight agency case number; and Oversight mangers contact name, phone number.

For smaller projects that are not moving soil at all, a Phase I environmental assessment may be adequate. Please contact Assistant Fire Marshal Fred Chun at fchun@santaclaraca.gov for more information.

F2. **Fire Flow Requirement.** Prior to Building Permit Issuance, provide documentation from the City of Santa Clara Water & Sewer Department that the minimum required fire-flow can be met. Fire Department fire-flow will be based on the current California Fire Code. The most restrictive departments requirement shall apply.

F3. **Fire Hydrants.** Prior to Building Permit Issuance, building plans shall show the required number, location and distribution of fire hydrants for the buildings will be based on the current California Fire Code, Appendix C as amended. The required number of fire hydrants will be based on the fire-flow before the reduction for fire sprinklers. Both public and private fire hydrants may be required.

F4. **Emergency Responder Radio Coverage System.** Prior to Building Permit Issuance, provisions shall be made for Emergency Responder Radio Coverage System (ERRCS) equipment, including but not limited to pathway survivability in accordance with Santa Clara Emergency Responder Radio Coverage System Standard.

F5. **Fire Department Access.** Prior to the start of construction, roadways and water supplies for fire protection are required to be installed and made serviceable and maintained throughout the course of construction.

F6. **Alternative Means and Methods.** Prior to any Building Permit issuance, an alternate means or methods permits to mitigate any code deficiency must be submitted and approved. Please submit this permit concurrently with the building plans. Please note specific mitigations may have been discussed during the planning process. None of these discussions are binding and can only be formally approved through submitting an AMMR permit. The AMMR permit is formally documenting that and still needs to be submitted.

F7. **Hazmat Information.** Prior to Building Permit Issuance, a Hazardous Materials Inventory Statement including refrigerants is required to be submitted and reviewed with the Building Permit if applicable.

F8. **Fire Safety During Construction.** Prior to Building Permit Issuance, a permit for Construction Safety & Demolition shall be submitted to the fire department for review and approval in compliance with our Construction Safety & Demolition standard.

DURING CONSTRUCTION – PRIOR TO OCCUPANCY

F9. **Shared Fire Protection Features that Cross Property Lines.** Prior to Building Permit Final, any EVAEs or fire protection equipment (including but not limited to fire service undergrounds, sprinkler piping, fire alarm equipment, fire pumps, ERRCS) that cross property lines or is not located on the parcel of the building it serves shall have a CC&R legally recorded detailing who is responsible for maintenance and repair of the EVAE or fire protection equipment.

F10. **Fire Protection Systems Before Occupancy.** Prior to any Certificate of Occupancy Issuance (temporary or permanent), fire-life safety systems installations must be fully installed, functional, and approved.

ENGINEERING

DESIGN—PRIOR TO BUILDING PERMIT ISSUANCE

E1. **Site Clearance.** Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.

E2. **Easement.** Obtain Council approval of a resolution ordering vacation of existing public easement(s) proposed to be abandoned, if any, through Public Works Department, and pay all appropriate fees, prior to start of construction.

E3. **Subdivision Map.** After City Council approval of the Tentative Map, submit the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees.

DURING CONSTRUCTION

E4. **Encroachment Permit.** All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E5. **Encroachment Permit.** Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall

be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E6. **Encroachment Permit.** Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.

E7. **Encroachment Permit.** Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

E8. **Encroachment Permit.** Existing streetlights shall be clear of proposed sidewalk, developer shall relocate as necessary.

E9. **Easement.** Dedicate required on-site easements for any new public utilities, and/or emergency vehicle access by means of subdivision map or approved instrument at time of development.

E10. **Easement.** Dedicate sidewalk easements along the project frontage where public sidewalks extend into private property. Sidewalk easements are to be 1' behind proposed back of walk where there is landscaping behind sidewalk. Sidewalk easement where hardscape is behind sidewalk is to be at back-of-walk. Cold joint is required between public sidewalk and private hardscape.

E11. **Agreement.** If requested, owner or designee shall prepare and submit for City approval a maintenance plan for all sidewalk, curb and gutter, landscaping and irrigation system improvements installed within the public right-of-way prior to encroachment permit issuance. Such plan shall include at a minimum, maintenance requirements for trees and shrubs, in acknowledgement of developer's/property owner's obligation under Chapter 12.30 and 17.15.

TRAFFIC
DURING CONSTRUCTION

E12. Traffic improvements must comply with the City of Santa Clara Standard Specifications for Public Works Construction

STREETS DIVISION
Right of Way Landscape

DESIGN / PERFORMANCE -- PRIOR TO ISSUANCE OF BUILDING PERMIT

L1. **Tree Preservations Specifications.** Include City of Santa Clara Tree Preservation/City Arborist specifications on all improvement plans.

L2. **Mature Trees.** Identify existing mature trees to be maintained. Prepare a tree protection plans for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.

L3. **Tree Replacement.** 2:1 tree replacement ratio required for all trees removed from the right-of-way.

DURING CONSTRUCTION OR OPERATION

L4. **No Public Root Cutting.** No cutting of any part of ***public***, including roots, shall be done without securing prior approval of the City Arborist. Tree trimming/removal shall be done in accordance to the City of Santa Clara Tree Preservation/City Arborist specifications and with direct supervision of a certified arborist (Certification of International Society of Arboriculture).

PRIOR TO FINAL OF BUILDING PERMIT

L5. **In Lieu Fee.** If 2:1 replacement ratio cannot be met for removal of right of way landscape trees, tree planting fee must be paid prior to building permit final.

Solid Waste

DESIGN / PERFORMANCE -- PRIOR TO ISSUANCE OF BUILDING PERMIT

SW1. **Post-Construction Solid Waste Generation Estimation and Collection Form.** The applicant shall complete and provide the Post-Construction Solid Waste Generation Estimation and Collection Form, which includes the estimation of trash and recycling materials generated from the project. Use the City's Solid Waste Guidelines for New and Redevelopment Projects as specified by the development type. Contact the Public Works Department at Environment@SantaClaraCA.gov or (408) 615-3080 for more information.

SW2. **Site Plan.** The applicant shall provide a site plan showing all proposed locations of solid waste containers, chutes, compactors, trash enclosures and trash staging areas. The site plan shall show the route or access for trash and recycling collectors (trucks) including vertical clearance, turning radius and street/alley widths. All plans shall comply with the City's Solid Waste Guidelines. Solid metal roof, gates and a trench drain shall be installed within the trash enclosure and connected to the on-site sewer system.

SW3. **Construction Waste Diversion.** For projects that involve construction, demolition or renovation of 5,000 square feet or more, the applicant shall comply with City Code Section 8.25.285 and recycle or divert at least sixty five percent (65%) of materials generated for discard by the project during demolition and construction activities. No building, demolition, or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. Applicant shall create a Waste Management Plan and submit, for approval, a Construction and Demolition Debris Recycling Report through the City's online tracking tool at http://santaclara.wastetracking.com/.

SW4. **Authorized Service Haulers.** This project is subject to the City's Accumulation, Transportation and Disposal of Solid Waste Ordinance (Chapter 8.25 of the Municipal Codes), which requires the handling and disposal of waste by authorized service haulers. Insert the General Notes for the Construction & Demolition (C&D) Waste Management into construction plans in accordance with the City's municipal codes prior to the issuance of a Building or Grading permit. Provide the Green Halo waste online tracking number to Building staff prior to the issuance of a demolition or building permit.

SW5. **Exclusive Franchise Hauling Area.** Project applicant shall contact the Public Works Department, Street Maintenance Division at (408) 615-3080 to verify if the property falls within the City's exclusive franchise hauling area. If so, the applicant is required to use the City's exclusive franchise hauler and rate structure for any hired debris boxes. Prior to the issuance of a Public Works clearance, the project applicant shall complete and sign the Construction and Demolition (C&D) / Waste Management Rules and Regulations Form.

DURING CONSTRUCTION OR OPERATION

SW6. **Waste Generation Tracking.** Applicant to track all waste generated and upload debris tags to GreenHalo for City staff review.

PRIOR TO FINAL OF BUILDING PERMIT

SW7. **Weight Tickets.** Prior to obtaining a Temporary or Final Certificate of Occupancy, individual weight tickets for all materials generated for discard or reuse by the project during demolition and construction activities shall be uploaded to Green Halo and submitted for review and approval by Environmental Services. At a minimum two (2) weeks review time is required.

Stormwater

DESIGN / PERFORMANCE -- PRIOR TO ISSUANCE OF BUILDING PERMIT

ST1. **Final Stormwater Management Plan.** Prior to City's issuance of Building or Grading Permits, the applicant shall develop a Final Stormwater Management Plan, update the C.3 Data Form, the Special Project Narratives and Worksheet (as appropriate), and an Erosion and Sediment Control Plan.

ST2. **3rd Party Review of Final Stormwater Management Plan.** The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party review letter (on design) shall be submitted with the Plan.

ST3. **Notice of Intent.** For project that disturbs a land area of one acre or more, the applicant shall provide a copy of the Notice of Intent (NOI) with WDID number for coverage under the State Construction General Permit. Active projects with NOI will be inspected by the City once per month during the wet season (October – April).

ST4. **Best Management Practices.** The applicant shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post-construction water runoff measures into project plans. Include the SCVURPPP Countywide Construction BMPs Plan Sheet with the plans. Applicant to add Source control measures with designations from C.3 stormwater handbook, Appendix H.

ST5. **C.3 Treatment Facilities Construction Notes.** Include the C.3 Treatment Facilities Construction Notes on the Improvement Plans and/or Stormwater Control Plans.

ST6. **Decorative & Recreational Water Features.** Decorative and recreational water features such as fountains, pools, and ponds shall be designed and constructed to drain to the sanitary sewer system only.

ST7. **Small Projects.** For single-family homes and other small projects that create and/or replace 2,500 – 10,000 square feet of impervious surface area, the applicant shall implement at least one of the following site design measures:

a. Direction of roof runoff into cisterns or rain barrels
b. Direction of roof, sidewalk, walkway, patio, driveway, or parking lot runoff onto vegetated areas
c. Construction of sidewalks, walkways, patios, bike lanes, driveways, and parking lots with permeable surfaces

Plans shall specify which site design measures are selected for the project and show the direction of flow from impervious surfaces to the selected site design measures. All measures shall meet the design criteria in the 2016 C.3. Stormwater Handbook, Appendix K: Standard Specifications for Lot-Scale Measures for Small Projects.

ST8. **Interior Floor Drains.** Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST9. **Trash Enclosure Floor Drains.** Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.
ST10. **Architectural Copper.** The use of architectural copper is prohibited.

DURING CONSTRUCTION OR OPERATION

ST11. **Biotreatment Soil Media.** Applicant shall install biotreatment soil media that meets the minimum specifications as set forth in the SCVURPPP C.3 Stormwater Handbook. If percolation rate test of the biotreatment soil mix is not performed on-site, a certification letter from the supplier verifying that the soil meets the specified mix (the date of such document shall not be older than 3 months).
ST12. **Stormwater Control Measure Inspection.** At critical construction phases, all stormwater control measures shall be inspected for conformance to approved plans by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants.
ST13. **Inspections.** Permeable Pavement, Media Filter vaults, and Trash Full Capture Devices shall be inspected by a 3rd party reviewer and/or manufacturer representative for conformance with the details and specifications of the approved plans. All new pervious concrete and porous asphalt pavements should have a minimum surface infiltration rate of 100 in./hr. as described in the SCVURPPP C.3 Handbook. A map displaying the number, location and details of full trash capture devices shall be prepared as an attachment to the Operations and Maintenance (O&M) Agreement with the City.
ST14. **Stormwater Treatment Facilities.** Stormwater treatment facilities must be designed, installed, and maintained to achieve the site design measures throughout their life in accordance to the SCVRUPPP C.3 Stormwater Handbook (Chapter 6 and Appendix C).
ST15. **Amendments to Operation & Maintenance Agreement.** Any site design measures used to reduce the size of stormwater treatment measures shall not be installed for the project without the written approval from the City, installing the corresponding resizing of other stormwater treatment measures and an amendment of the property's O&M Agreement.
ST16. **Stormwater Pollution Prevention Messaging.** Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.
ST17. **Outdoor Storage Areas.** All outdoor equipment and materials storage areas shall be covered and/or bermed, or otherwise designed to limit the potential for runoff to contact pollutants.

PRIOR TO FINAL OF BUILDING PERMIT

ST18. **As-Built Drawings.** As-Built drawing shall be submitted to the Public Works Department.
ST19. **3rd Party Concurrence Letter.** 3rd Party concurrence letter on the C.3 facilities construction shall be submitted to the Public Works Department. The letter shall be prepared by a 3rd party consultant from the SCVURPPP List of Qualified Consultants. The City reserves the right to review the 3rd party inspection report on the C.3 stormwater facility installation.
ST20. **Final C.3 Inspection.** Applicant shall schedule and City shall conduct a final C.3 inspection.
ST21. **Operation & Maintenance Agreement.** The property owner shall enter into an Operation and Maintenance (O&M) Agreement with the City for all installed stormwater treatment measures and full trash capture devices in perpetuity. Applicants should contact Public Works Dept. - Environmental Services at (408) 615-3080 or Street@SantaClaraCA.gov for assistance completing the Agreement. For more information and to download the most

recent version of the O&M Agreement, visit the City's stormwater resources website at http://santaclaraca.gov/stormwater. Inspection of permeable pavement, media filter vaults and full trash capture devices is to be done annually by December 31 of each year.

WATER & SEWER DEPARTMENT

DESIGN / PERFORMANCE -- PRIOR TO ISSUANCE OF BUILDING PERMIT

W1. **Related Approvals:** Applicant shall comply with all related City approvals, entitlements, permits, or requirements associated with the subject property, unless explicitly superseded or revised by the Director of Water and Sewer Utilities.

W2. **Existing Services.** The applicant shall show all existing water and sewer services, meters, and mains on the plans and indicate their sizes on the proposed site plan or on a composite utility plan. If the existing services will not be used, then the applicant shall properly abandon these services at the main per Water & Sewer Utilities standards and install a new service to accommodate the water needs of the project. The applicant shall bear the cost of any relocation or abandonment of existing Water Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities.

W3. **Separate Services. Applicant shall provide separate water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-way for each parcel to the satisfaction of the Director of Water & Sewer Utilities; shared services may be permitted provided that each parcel is separately submetered, and shared utilities are located in a parcel to be used as common areas or shared private street. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services, each separately tapped at the water main. Services cannot cross a different parcel than the one it serves. No parcel shall be created that requires an easement from an adjacent parcel, parcels to be used as common areas or shared private streets excluded, in order to be served. Tapping on existing fire service line(s) is prohibited. Approved backflow prevention device(s) are required on all potable water services.**

W4. **Easements.** Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.

KEY:

G = General

P = Planning Division

E = Public Works Engineering (Stormwater)

SVP = Silicon Valley Power

FD = Fire Department

ST = Stormwater

SW = Solid Waste

L = Right of Way Landscape

E = Engineering

H = Housing

W = Water and Sewer

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL

Permittee/Property Owner

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: _____

Printed Name: _____

Relationship to Property: _____

Date: _____

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

24-1140 Agenda Date: 12/11/2024

REPORT TO DEVELOPMENT REVIEW HEARING

SUBJECT

PUBLIC HEARING: Action on the Architectural Review (PLN24-00034) for the Demolition of an Existing Single-Family Residence and the Construction of Six New Single-Family Detached Residences, of Approximately 2,772 Square Feet with One Affordable Unit at the Moderate Level of Affordability, Subject to SB 330 Located at 4503 Cheeney Street.

File No.: PLN24-00034
Location: 4503 Cheeney, a 18,651 square-foot lot located on the east side of Cheeney Street, on the corner of Cheeney Street and Third Street; APN: 104-09-034;
General Plan: Low Density Residential (8-19 DU/AC)
Zoned: Low Density Residential (R2)
Applicant: Jeff Aguilar
Owner: Kathleen Daudistel Trustee & Et Al
Request: Architectural Review - Demolition of an existing single-family residence and the construction of six new single family detached residences, of approximately 2,772 square feet with one affordable unit at the moderate level of affordability, subject to SB 330 located at 4503 Cheeney Street.

PROJECT DATA

The Project Data and Compliance Table is included as Attachment 2.

POINTS FOR CONSIDERATION

- The proposed project is in a residential tract consisting of both one- and two-story residences with a mixture of detached single family and attached single family homes. See Vicinity Map in Attachment 1.
- The site currently has a single-family home (built circa 1963) that will be removed to incorporate the six new residences.
- Per the Santa Clara City Code (SCCC) 18.120.020.D2 & 3, the request requires Architectural Review approval through Development Review Hearing.
- The project proposes six new single family detached residences, each being approximately 2,772 square feet consisting of two car garages of 410 square feet, and three bedrooms and two- and one-half bathrooms.
- Direct vehicular access for the 0.44-acre lot would is from Third Street with a single driveway for the six residences. Solid Waste service for the site would be achieved with individual bins placed curbside along Third Street during service days.
- The project proposes a contemporary architectural design that appears to be in harmony with

the existing character of the neighborhood, with horizontal lap siding, stucco, box windows, and prominent entryways for two residences abutting Third Street. All roofs are hip style to reduce the massing of the structures.

- The project proposes an affordable unit, which is consistent with the City's Affordable Housing Ordinance and allows the applicant to use State density bonus law to seek waivers from the SCCC. After working with the City to reduce the extent of the waivers, the applicant and the City agreed to three waivers for: front yard setbacks, rear yard setbacks, and building coverage.
- Pursuant to the density bonus law, the applicant is also entitled to one concession for the affordable housing project, the applicant has chosen to use that concession for the corner side yard fence height to maintain a six-foot height within a required setback where only a three-foot fence would be permitted.
- The project has been submitted under Senate Bill (SB) 330 (2019) and later SB 8 (2022), which allows a project to move forward if it complies with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application was deemed complete. The applicant has worked with the City to create a design that is in harmony with the surrounding neighborhood and abides by the spirit of the 2014 Design Guidelines for Single-Family and Duplexes.
- The proposed project meets the required finding set forth in SCCC Chapter 18.120.
- There are no active City code enforcement cases for this property.
- A Community Meeting was held for the project on 11/13/2024, about eight members of the public were in attendance. The overall comment from the public was a concern regarding on-street parking.
- A neighborhood notice was distributed within a 500-foot radius of the subject site for this project review.

FINDINGS SUPPORTING STAFF'S RECOMMENDATION

Granting the Architectural Review approval requires the following findings consistent with the City Code Section 18.120.020(F):

1) That any off-street parking area, screening strips, and other facilities and improvements necessary to secure the purpose and intent of this title and the general plan of the City area a part of the proposed development, in that:
   - Each unit will have a two-car garage which will provides the Code required two covered parking spaces for each residence. Per SCCC, each garage should maintain an unobstructed 17'x17' space for parking. As conditioned, the project would require that each garage be used for parking vehicles and not only for storage.
   - The required parking spaces are not located in the required front yard or side yard landscaped areas.
   - The proposed project provides areas surfaced with all-weather materials of parking vehicles.
2) That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood, will not unreasonably interfere with the use and enjoyment of

neighboring developments, and will not create traffic congestion or hazard, in that:

- The proposed residence would add an additional five residences to the property which should not create substantive traffic congestion or hazards.
- Public streets, including Cheeney Street and Third Street, are adequate in size and design to serve the proposed residences, and the use will not create a substantive increase in traffic.

3) That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by this title and the general plan of the City, in that:
   - The proposed project is consistent with the surrounding character of the neighborhood by including such architectural elements as box windows clad in painted accent panels, a combination of eight-inch horizontal lap siding and stucco materials, standing seam roofing on the entryways, and asphalt shingle roofing.
     - The architectural features of the proposed design are true to the architectural form and appropriate for the neighborhood.
     - The proposed project is consistent with the scale and design found in the existing surrounding neighborhoods.

4) That the granting of such approval will not, under the circumstances of the particular case, materially affect adversely the health, comfort or general welfare of persons residing or working in the neighborhood of said development, and will not be materially detrimental to the public welfare or injuries to property or improvements in said neighborhood, in that:
   - The project is subject to the California Building Code and City Code requirements, which serve to regulate new construction to protect public health, safety, and general welfare.

5) That the proposed development, as set forth in the plans and drawings, are consistent with the set of more detailed policies and criteria for architectural review as approved and updated from time to time by the City Council, which set shall be maintained in the planning division office. The policies and criteria so approved shall be fully effective and operative to the same extent as if written into and made a part of this title, in that:
   - The proposed development is consistent with the objective standards set forth in the General Plan and Zoning Code, and with the waivers and concession, comply with the R2 zoning district's development standards.

CONDITIONS OF APPROVAL

Conditions of approval are proposed for the project and are contained in Attachment 3.

ENVIRONMENTAL REVIEW

The action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects), in that the proposed project meets the following conditions:

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
(c) The project site has no value as habitat for endangered, rare or threatened species.
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air

quality, or water quality.
(e) The site can be adequately served by all required utilities and public services.

PUBLIC CONTACT

Public contact was made by posting the Development Review Hearing agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

A public hearing notice was mailed to property owners within a 500-foot radius of the project site on November 27, 2024. As of the writing of this report, planning staff has not received public comments for this application.

RECOMMENDATION

Determine the project to be categorically exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects) and Approve the demolition of an existing single-family residence and the construction of six new single family detached residences, of approximately- 2,772 square feet with one affordable unit at the moderate level of affordability, located at 4503 Cheeney Street, subject to findings and conditions of approval.

Prepared by: Daniel Sobczak, Associate Planner, Community Development Department
Approved by: Sheldon S. Ah Sing, Development Review Officer, Community Development Department

ATTACHMENTS

1. Vicinity Map
2. Project Data and Compliance Table
3. Conditions of Approval
4. Development Plans

25-937 Agenda Date: 10/8/2025

REPORT TO PLANNING COMMISSION

SUBJECT

Public Hearing: Vesting Tentative Map (PLN24-00044) for a Common Interest Development for the Proposed Development of Six Single-Family Housing Units to Accompany Architectural Review Application (PLN24-00034), Subject to Streamlining Under SB 330 (2019), Located at 4503 Cheeney Street.

File No.: PLN24-00044
Location: 4503 Cheeney Street, a 18,651 square-foot lot located on the east side of Cheeney Street, on the corner of Cheeney Street and Third Street; APN: 104-09-034;
General Plan: Low Density Residential (8-19 DU/AC)
Zoned: Low Density Residential (R2)
Applicant: Jeff Aguilar
Owner: Jeff Aguilar
Request: Vesting Tentative Map for a Common Interest Development for the Proposed Development of Six Single Family Housing Units

Surrounding Land Uses:
North: R2 - Low Density Residential
South: Planned Development - Low Density Residential
East: Planned Development - Low Density Residential
West: Planned Development - Low Density Residential

Issues: Consistency with the City's General Plan, City's Subdivision ordinance and conformance with the Subdivision Map Act.

Staff Recommendation: The Planning Commission recommend that the City Council determine that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects); and adopt a resolution recommending that the Council approve the Vesting Tentative Subdivision Map for the property located at 4503 Cheeney Street, subject to findings and conditions of approval.

BACKGROUND

On September 13, 2023, Jeff Aguilar, on behalf of Valley Oak Partners (applicant) submitted a Preliminary Application under SB 330 (2019). On January 17, 2024, the applicant submitted a formal proposal for the subject property. The formal application request, consistent with the preliminary application, included the demolition of an existing single-family residence, the construction of six two-story single-family residences, and a vesting tentative subdivision map to create a common interest development of six condominium lots and a common access easement. The proposed project was split into two separate applications: (File No. PLN24-00034) for the Architectural Review Permit for the development of the parcel; and (File No. PLN24-00044) for the Vesting Tentative Subdivision Map. File No. PLN24-00034 was deemed complete by the Project Clearance Committee (PCC) on September 24, 2024, and File No. PLN24-00044 was deemed complete by the Subdivision Committee on August 26, 2025.

The Architectural Review Permit for the development portion of the application, File No. PLN24-00034, went to the Development Review Hearing (DRH) on December 11, 2024. There were no public comments regarding

the application at the meeting, and the application was approved subject to findings and conditions of approval. The DRH staff report is available as Attachment 4.

For File No. PLN24-00034, the Planning Commission's review and recommendation to the City Council is required under Code Section 17.05.300 - Tentative Maps. Tentative Maps are ultimately approved by the City Council.

Subdivision

Subdivision Map applications are reviewed for consistency with the City's General Plan, Zoning Code (Title 18), Subdivision Code (Chapter 17.05), and conformance with the Subdivision Map Act. Under the Subdivision Map Act (California Government Code § 66474(a)), a developer has the right to indicate that a map application will be proceeding as a "vesting" map, which gives the developer a right, upon map approval, to develop in substantial compliance with the ordinances, policies, and standards in effect on the date in which the developer's application is deemed complete.

In accordance with Chapter 17.05 of the City Code, the project requires a tentative subdivision map because there are five or more lots proposed. The application includes a one lot subdivision for six condominium lots and one access easement. The proposed Vesting Tentative Map was reviewed by the City's Subdivision Committee and deemed complete and cleared on August 26, 2025. Staff confirmed that the proposed subdivision will not result in any inconsistencies with the General Plan and zoning designations for the property, Building Code, or other applicable requirements.

The findings required for approval of the proposed Vesting Tentative Map include the following:

- General Plan Consistency: The subdivision would be consistent with the General Plan land use designation of Low Density Residential. The subdivision would create additional residential development in proximity to jobs, incrementally advancing the City's goals to produce new housing; would provide a deed-restricted affordable housing unit, which forwards Residential Land Use Goal 5.3.2-G3 to disperse affordable housing units across the City; and is compatible in both character and size with neighboring low intensity residential development (Policy 5.3.1-P29).

- Site Suitability: Much of the surrounding area includes similar style residences-common interest developments with multiple residences in a singular lot. See Attachment 1 for a vicinity map.

- Zoning Code Compatibility: The Project also meets most of the development standards of the Zoning Code, although the inclusion of the affordable unit allowed the applicant to use the State density bonus law to seek waivers from selected standards. After working with the City to reduce the extent of the waivers, the applicant and the City agreed to three waivers for: front yard setbacks, rear yard setbacks, and building coverage. The applicant also used a state entitled concession for the corner side yard fence height to maintain a six-foot height within a required setback where only a three-foot fence would be permitted. The project, after utilizing the waivers and concession under the State Density Bonus Law, meets the applicable provisions of the City's Zoning Code.

- No Adverse Effects: The design of the subdivision and type of improvements will not cause substantial environmental damage, as the project is a small-scale residential development that will comply with current Building Code requirements, including applicable provisions of the City's Reach Code. The project would not result in adverse health effects as it will be subject to Covenants, Conditions and Restrictions for operation and maintenance of the buildings and site improvements and does not propose the use of hazardous materials.

- Conflicts With Easements: As designed, the project would not conflict with any recorded public

easements for access through or use of the proposed subdivision.

- Natural/Passive Heating and Cooling: The project will adhere to CALGreen energy efficiency measures to conserve energy through building design and site planning.

Approval of the requested Vesting Tentative Subdivision Map will facilitate the development of a project consistent with the City's Zoning Code and General Plan, thereby establishing of a new, residential development in proximity to jobs, and incrementally advancing the City's goals to produce new housing. Conditions of Approval have been prepared and are provided as Attachment 3.

Architectural Review

Throughout the process, the applicant has revised their submission several times and worked with the Planning Division to get to a design plan that the Planning Division supports. Full review of the architecture took place at a regularly scheduled Development Review Hearing on December 11, 2024 (Staff report contained in Attachment 4). The approved Architectural Review development plans are provided in Attachment 5.

Senate Bill (SB) 330 Review

The project is subject to streamlining under SB 330, which was passed in 2019 to accelerate housing production in urban areas. The law limits the number of public hearings a City can conduct for a project to five, if the project complies with the applicable General Plan and zoning standards in effect at the time of application. The project has gone through one public hearing, the Development Review Hearing, on December 11, 2024, and any subsequent hearings will be counted towards the five hearings allowed. Community meetings and other applicant led meetings do not count towards the five hearings allowed. Consistent with SB 330, the project shall be subject only to the ordinances, policies, and standards adopted and in effect when the preliminary application was submitted (September 13, 2023).

Summary

The project would be compatible with adjacent land uses, the project is consistent with the General Plan and is consistent with the zoning designation. Findings can be made to support the approval of the vesting tentative subdivision map.

CONDITIONS OF APPROVAL

Conditions of approval are proposed for the project and are contained in Attachment 3.

ENVIRONMENTAL REVIEW

The action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects), in that the proposed project meets the following conditions:

(a) The project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations.
(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
(c) The project site has no value as habitat for endangered, rare or threatened species.
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
(e) The site can be adequately served by all required utilities and public services.

COORDINATION

This report was coordinated with the City Attorney's Office.

PUBLIC CONTACT

Community Meeting

Consistent with the City's adopted Public Outreach Policy for Planning applications, a hybrid public outreach meeting was conducted by the Property Owner/Applicant on November 11, 2024, to engage the neighborhood community in the planning process. Notices of the meetings were mailed by the Property Owner/Applicant to properties within 500 feet of the project site boundaries and posted on the City's website. This meeting provided the community an opportunity to review and comment on the proposal and because of the community input,
eight members of the public were in attendance. The overall comment from the public was a concern regarding on-street parking. The project currently meets all off-street parking requirements.

Hearing Noticing

Public contact was made by posting the Development Review Hearing agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

A public hearing notice was mailed to property owners within a 500-foot radius of the project site on September 25, 2025.

RECOMMENDATION

1. Recommend that the City Council determine the project to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - In-Fill Development Projects); and
2. Adopt a Resolution recommending the City Council approve the Vesting Tentative Map (PLN24-00044) for a common interest development for the proposed development of six single family housing units located at 4503 Cheeney Street to accompany the Architectural Review application (PLN 24-00034), subject to findings and conditions of approval

Prepared by: Daniel Sobczak, Associate Planner, Community Development Department
Reviewed by: Alexander Abbe, Assistant City Attorney
Approved by: Sheldon S. Ah Sing, Development Review Officer, Community Development Department

ATTACHMENTS

1. Vicinity Map
2. Resolution to Recommend Approval
3. Conditions of Approval
4. DRH Staff Report, 12/11/24
5. Approved Architectural Review Plans
6. Vesting Tentative Map

SHEET LIST:

TS Cover Sheet & Project Summary

Architectural Sheets

A.1 Existing Site Photos
A.2 Architectural Site Plan
A.3 Streetscape Elevations
A.4 Perspective
A.5 Floor Plans - Plan 1
A.6 Floor Plans - Plan 1A
A.7 Building Section & Area Diagrams
A.8 Building Elevations - Plan 1A / Color Scheme A
A.9 Building Elevations - Plan 1A / Color Scheme B
A.10 Building Elevations - Plan 1 / Color Scheme C
A.11 Colors & Materials

Civil Sheets

C-1 Existing Conditions & Demolition Plan
C-2 Site Plan
C-3 Grading And Drainage Plan
C-4 Utility Plan
C-5 Stormwater Management Plan
C-6 Clean Bay Blueprint
TM1 Vesting Tentative Map
TM2 Vesting Tentative Map

Landscape Sheets

L-1 Conceptual Landscape Plan
L-2 Conceptual Tree Plan
L-3 Site Imagery and Preliminary Lighting Plan
L-4 Conceptual Irrigation Hydrozone Plan

VICINITY MAP:



PROJECT TEAM:

APPLICANT:
Valley Oak Partners, LLC
734 The Alameda, San Jose, CA 95126
Tel: 408-200-6211
Aguilar

ARCHITECT:
DAHLIN
5865 Owens Drive,
Pleasanton, CA 94588
Tel: 925-251-7200
Contact: Eric Muzzy

CIVIL ENGINEER:
CEA (Civil Engineering Associates)
128 Railway Ave, Campbell, CA 95008
Tel: 408-453-1066 x.207
Contact: John Gaylord

LANDSCAPE ARCHITECT:
vTA vanderToolen Associates
700 Ygnacio Valley Road, Suite 100,
Walnut Creek, CA 94596
Tel: 925-274-1305
Contact: Mary Carden

CODE INFORMATION:

APPLICABLE CODES:

2022 CALIFORNIA BUILDING CODE (CRC)
2022 CALIFORNIA ELECTRICAL CODE (CEC)
2022 CALIFORNIA MECHANICAL CODE (CMC)
2022 CALIFORNIA PLUMBING CODE (CPC)
2022 CALIFORNIA ENERGY CODE
2022 CALIFORNIA FIRE CODE (CFC)
2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGreen Code)
CITY OF SANTA CLARA, CALIFORNIA MUNI CODE

OCCUPANCY GROUP: R-3
CONSTRUCTION TYPE: VB
BUILDING AREA / UNIT: 2,772 SF
BUILDING HEIGHT: 2 STORIES, 26'
SPRINKLER SYSTEM: NFPA 13D

PROJECT DESCRIPTION:

The project site is located at 4503 Cheeney Street. The existing site consists of a single family detached home. The project proposes demolition of existing building, and construction of 6 new single family detached homes. Each home will include a gross living area of +/- 2,275 sf, and a gross construction area of 2,772 sf. Residential development at this density is an allowed use per the existing General Plan designation.

The project layout is designed similarly to the surrounding neighborhood, with corner units entering from the Third Street frontage and interior units entering from a private driveway. Resident parking will be provided in private garages. The architectural design features a variety of colors and materials intended to compliment the proposed building articulation.

An SB 330 preapplication for this project was submitted in September 2023. The proposed project requires Architectural Review and approval of State Density Bonus.

includes requests for 7 waivers as noted in the Project Summary table.



PROJECT SUMMARY				
Location	4503 Cheeney Street, Santa Clara, 95054			
Project Number	1005.012			
Assessor Parcel Number	104-09-034			
Parcel Area (Gross)	18,651 sf	0.43 ac		
Existing Use	1 Residential unit			
DEVELOPMENT REGULATIONS	**STANDARD**	**NOTES**		**PROPOSED**
General Plan Land Use	Low Density Residential	Existing zoning is inconsistent		Low Density Residential
General Plan Density	8-19 units / gross acre	Compliant		14 units / gross acre
Zoning Designation	R1-6L - Single Family	Evaluated as R3-18D per City Planning Division		R1-6L - Single Family
DEVELOPMENT REGULATIONS	**PER R3-18D ZONING**	**CODE REF.**	**NOTES**	**PROPOSED**
Lot Area	8,500 SF min.	18.16.040	Compliant	18,651 SF
Lot Width	70' min.	18.16.050	Compliant	127.5'
Building Height	25' max.	18.16.060	DB Waiver Request 1	26'
Front yard	20' min.	18.16.070	DB Waiver Request 2	13' min.
Side yard	10' min.	18.16.080	DB Waiver Request 3	5.5' min.
Side yard - Street	20' min.		DB Waiver Request 4	10' min. (5' to porch)
Rear	15' min.	18.16.090	DB Waiver Request 5	10' min.
Building Coverage	35% max.	18.16.100	DB Waiver Request 6	48%
Open landscaped Area	45% min.	18.16.110	DB Waiver Request 7	37%
	8,393 SF			6,927 SF
Unit Count	7 max. (1/2,500 SF)	18.16.120	Compliant	6
Parking Spaces	2 / unit, 12 total	18.16.130	Compliant	2 / unit, 12 total
Driveway legnth from ROW	20' min.		Compliant	23.5'

ARCHITECTURAL SUMMARY										
unit name	unit count	bedroom count	bathroom count	gross living area / unit	total gross living area	garage area	porch area	upper level stair area	construction area / unit	total construction area
Plan 1	4	4	2.5	2,275	9,100	430	42	67	2,772	11,088
Plan 1A	2	4	2.5	2,275	4,550	430	108	67	2,772	5,544
Total	6				13,650					16,632

SHEET TS

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

COVER SHEET & PROJECT SUMMARY









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SHEET A.1

4503 CHEENEY STREET

IN SANTA CLARA, CA

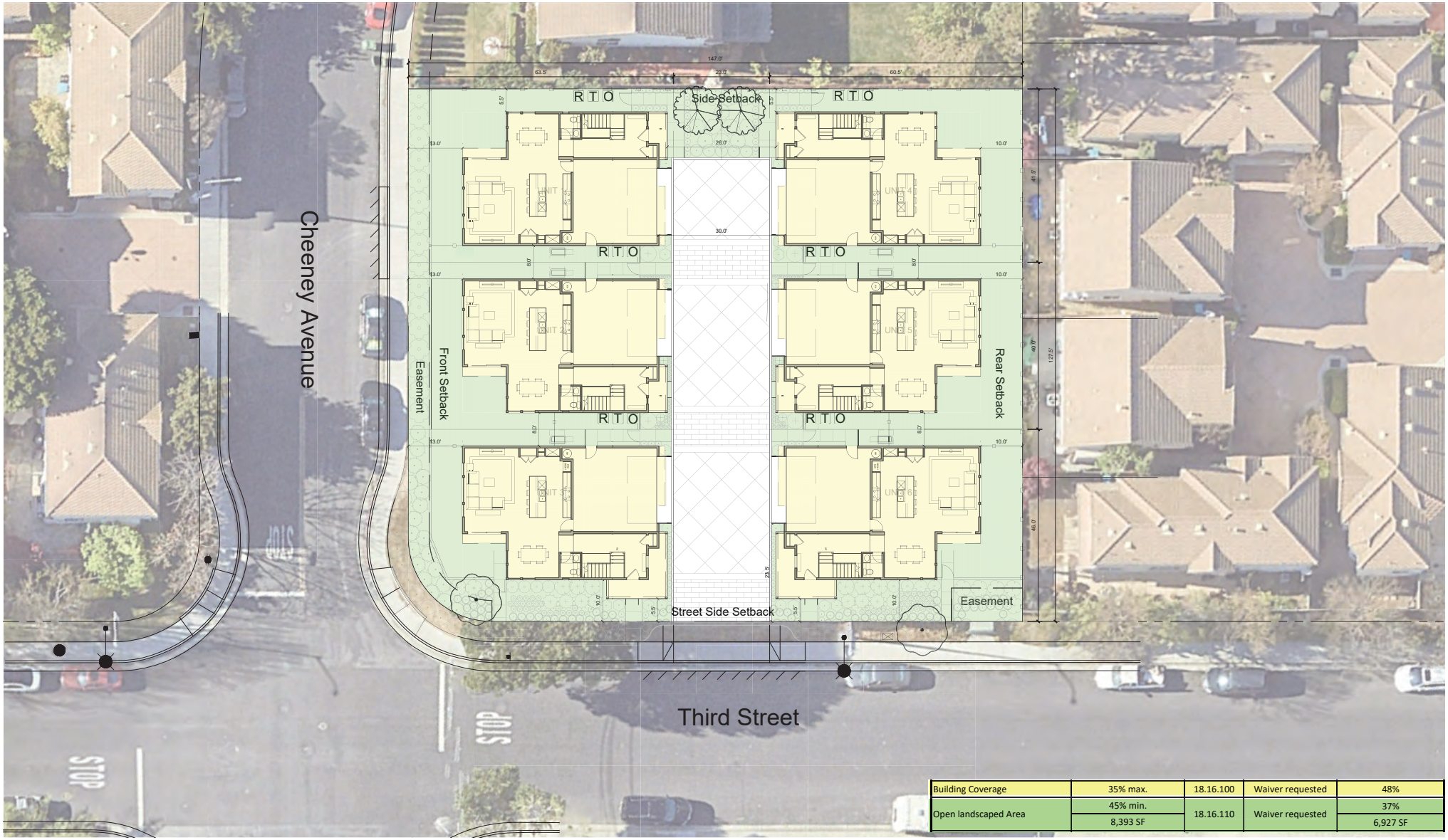
ARCHITECTURAL REVIEW - SUBMITTAL 1

EXISTING SITE PHOTOS

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

WWW.DAHLINGROUP.COM

PROJECT NO. 1005.012 | JANUARY 16, 2024



Building Coverage	35% max.	18.16.100	Waiver requested	48%
Open landscaped Area	45% min.	18.16.110	Waiver requested	37%
	8,393 SF			6,927 SF

SHEET A.2

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

ARCHITECTURAL SITE PLAN

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PROJECT NO. 1005.012 | JANUARY 16, 2024



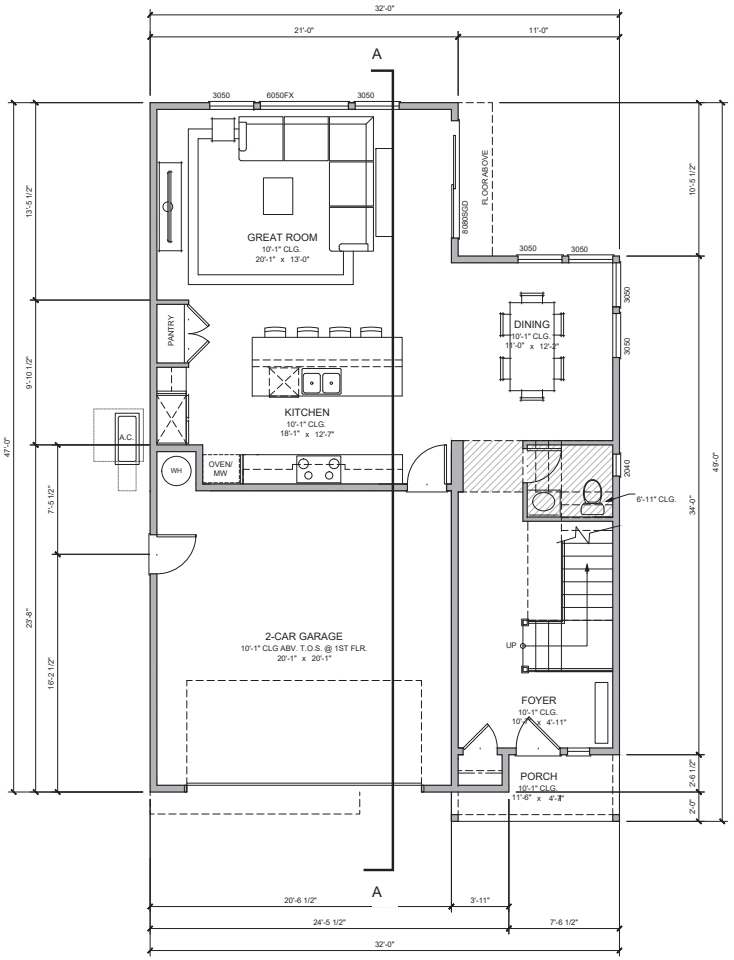
THIRD STREET ELEVATION



CHEENEY STREET ELEVATION

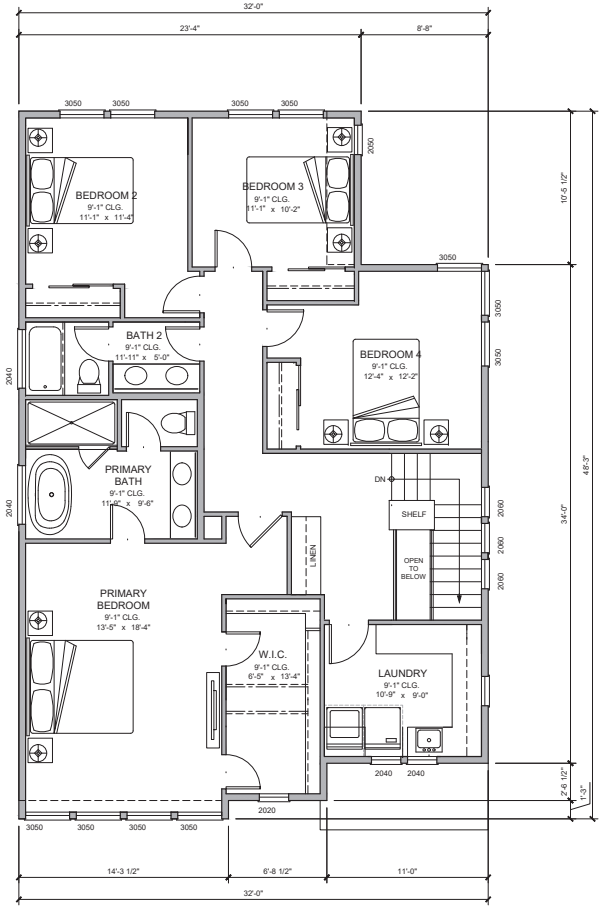


PERSPECTIVE - CORNER VIEW

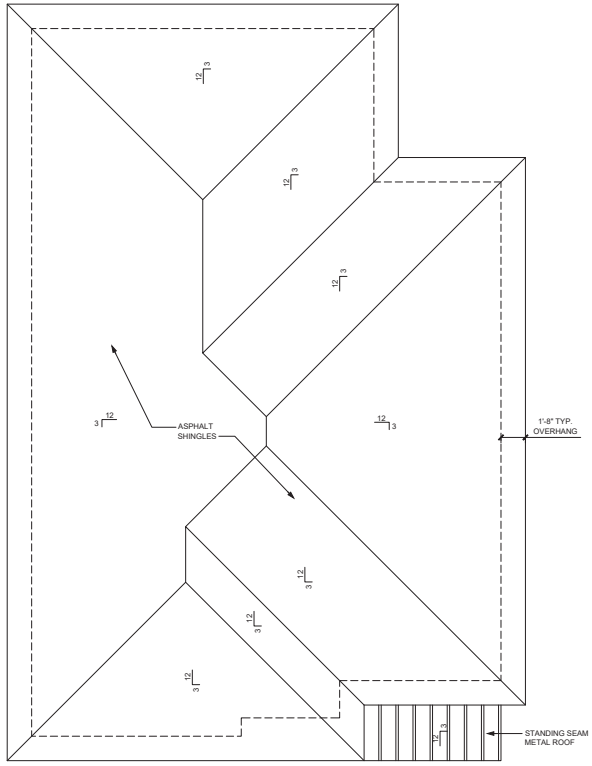


PLAN 1 - MAIN FLOOR PLAN

LOTS 2, 3, 4, & 5



PLAN 1 - UPPER FLOOR PLAN



PLAN 1 - ROOF PLAN



SITE KEY

SHEET A.5

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

FLOOR PLANS

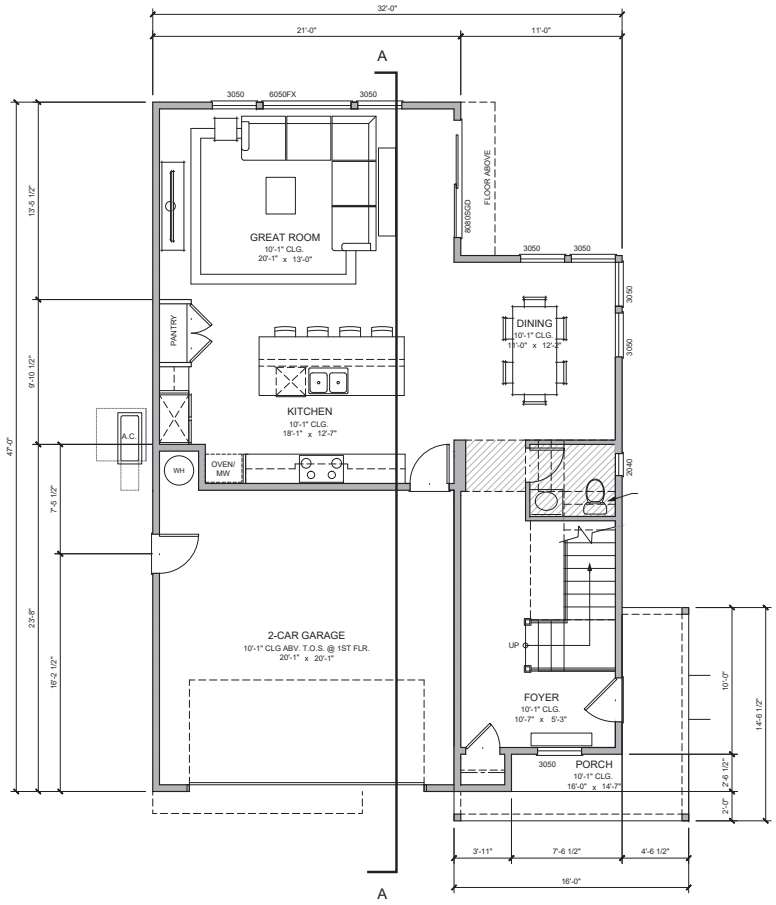
UNIT 1

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0 2 4 8 12 FEET

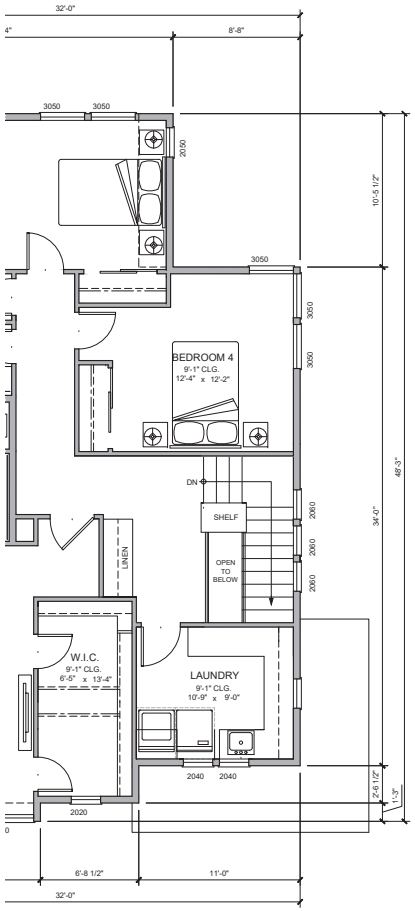
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PROJECT NO. 1005.012 | JANUARY 16, 2024

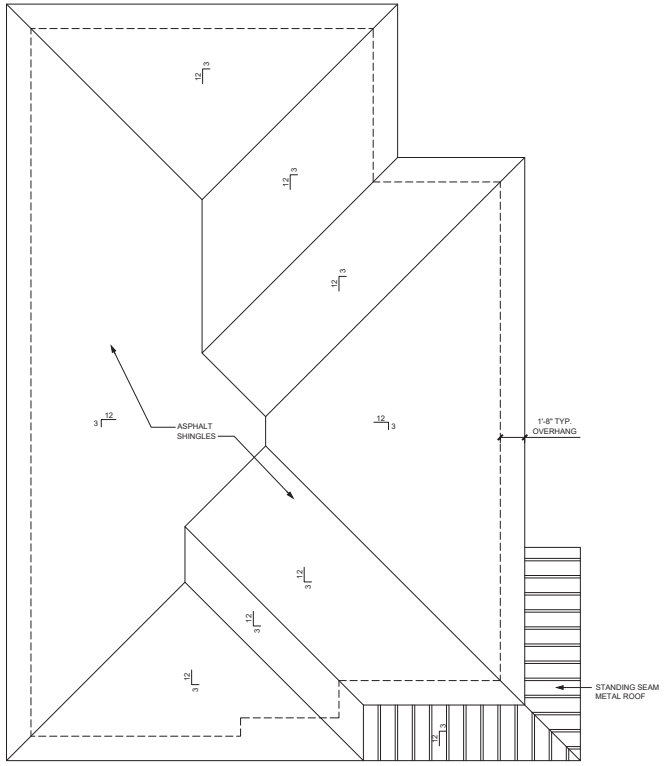


PLAN 1A - MAIN FLOOR PLAN

LOTS 1 & 6



PLAN 1A - PARTIAL UPPER FLOOR PLAN



PLAN 1A - ROOF PLAN



SITE KEY

SHEET A.6

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

FLOOR PLANS

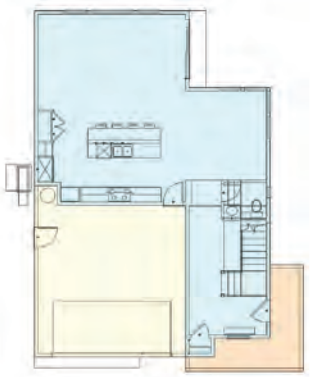
UNIT 1A

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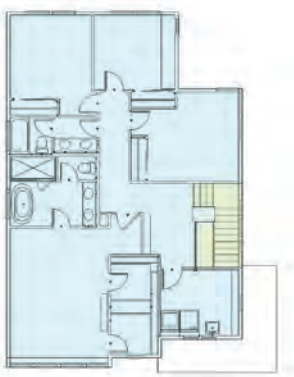
0 2 4 8 12 FEET

WWW.DAHLINGROUP.COM

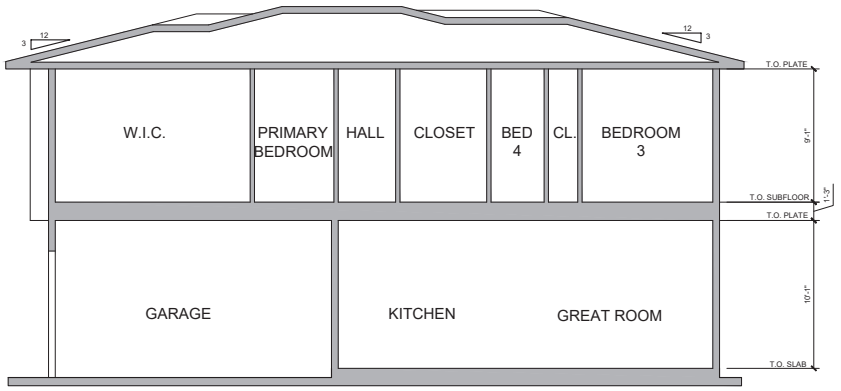
PROJECT NO. 1005.012 | JANUARY 16, 2024



PLAN 1A



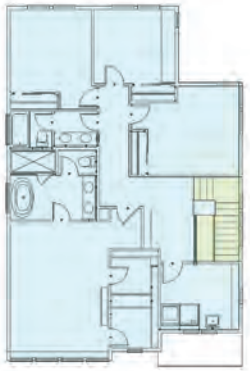
MAIN FLOOR LIVING AREA	939 SF
UPPER FLOOR LIVING AREA	1,336 SF
TOTAL LIVING AREA	**2,275 SF**
GARAGE AREA	430 SF
PORCH AREA	108 SF
UPPER LEVEL STAIR AREA	67 SF



BUILDING SECTION A-A



PLAN 1



MAIN FLOOR LIVING AREA	939 SF
UPPER FLOOR LIVING AREA	1,336 SF
TOTAL LIVING AREA	**2,275 SF**
GARAGE AREA	430 SF
PORCH AREA	42 SF
UPPER LEVEL STAIR AREA	67 SF

ARCHITECTURAL SUMMARY

unit name	unit count	bedroom count	bathroom count	gross living area / unit	total gross living area	garage area	porch area	upper level stair area	construction area / unit	total construction area
Plan 1	4	4	2.5	2,275	9,100	430	42	67	2,772	11,088
Plan 1A	2	4	2.5	2,275	4,550	430	108	67	2,772	5,544
Total	6				13,650					16,632

SHEET A.7

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

BUILDING SECTION & AREA DIAGRAMS

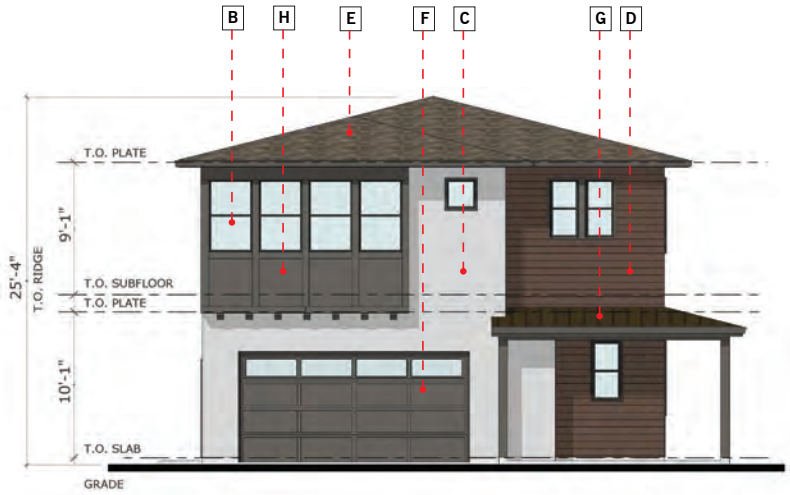
0 2 4 8 12 FEET

VOP

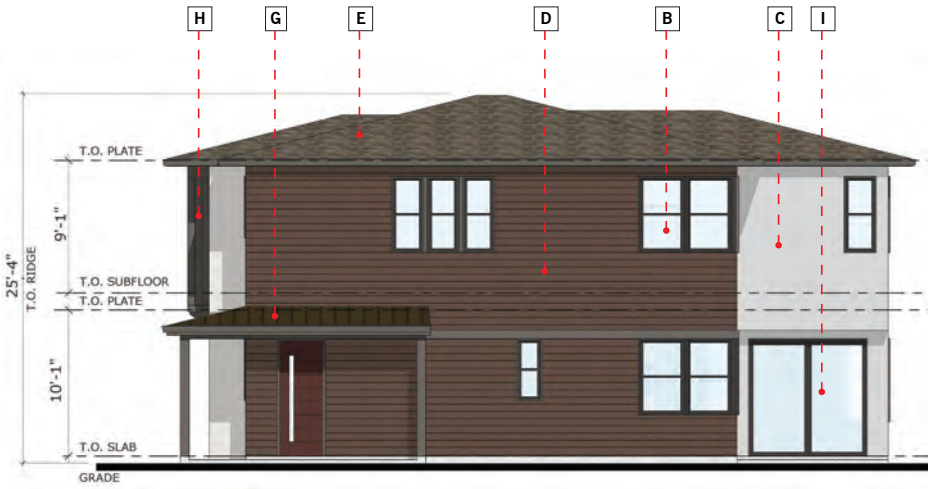
DAHLIN

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PROJECT NO. 1005.012 | JANUARY 16, 2024



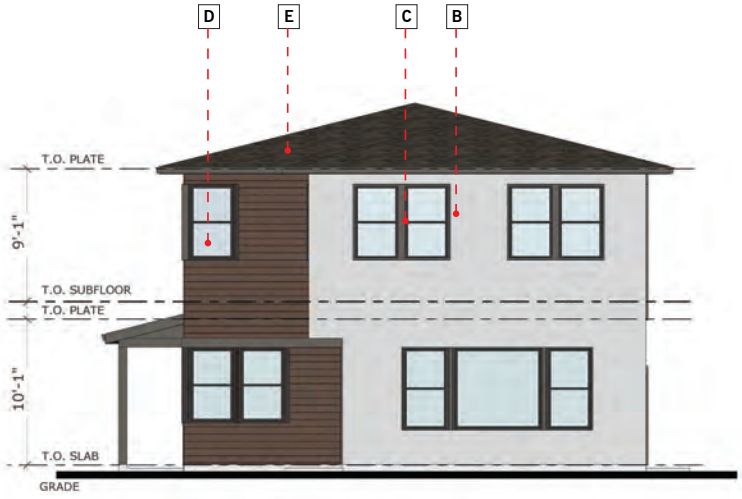
FRONT ELEVATION



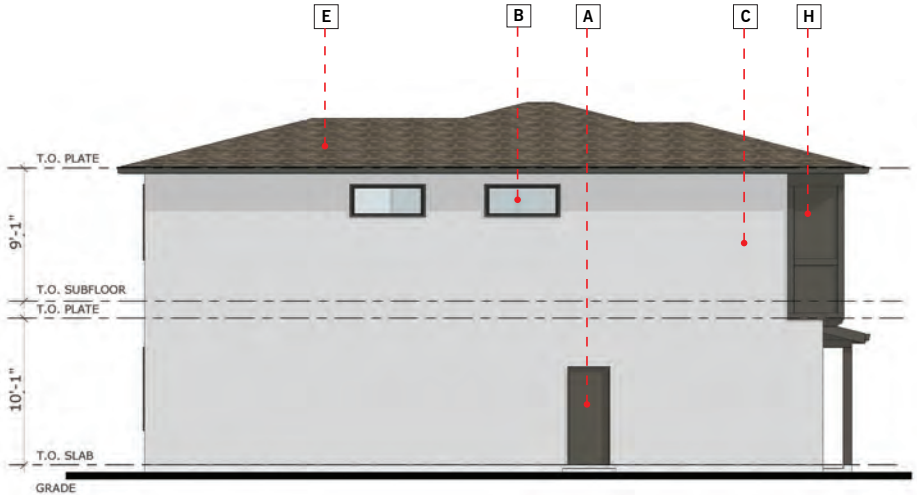
RIGHT ELEVATION

MATERIAL LIST

- A WOOD DOOR
- B VINYL WINDOWS
- C STUCCO
- D 8" HORIZ. LAP SIDING
- E COMPOSITE SHINGLE ROOFING
- F ALUMINUM GARAGE DOOR
- G STANDING SEAM ROOFING
- H PAINTED ACCENT PANEL
- I SLIDING GLASS DOOR



REAR ELEVATION



LEFT ELEVATION

SHEET A.8

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

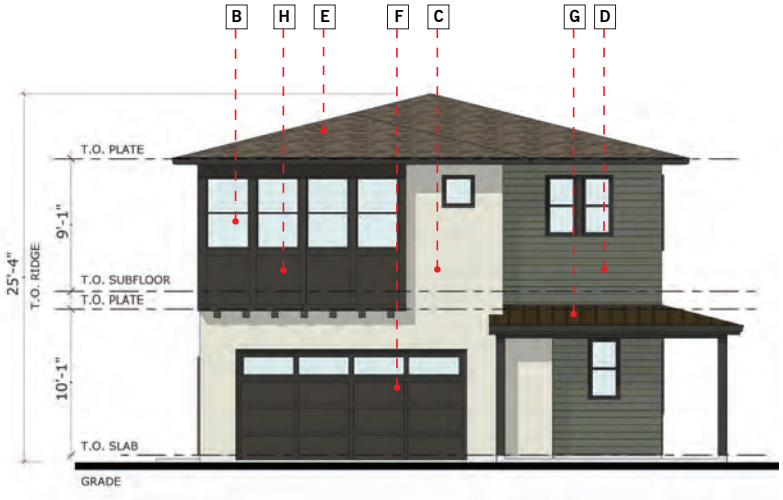
BUILDING ELEVATIONS

PLAN 1A / COLOR SCHEME A

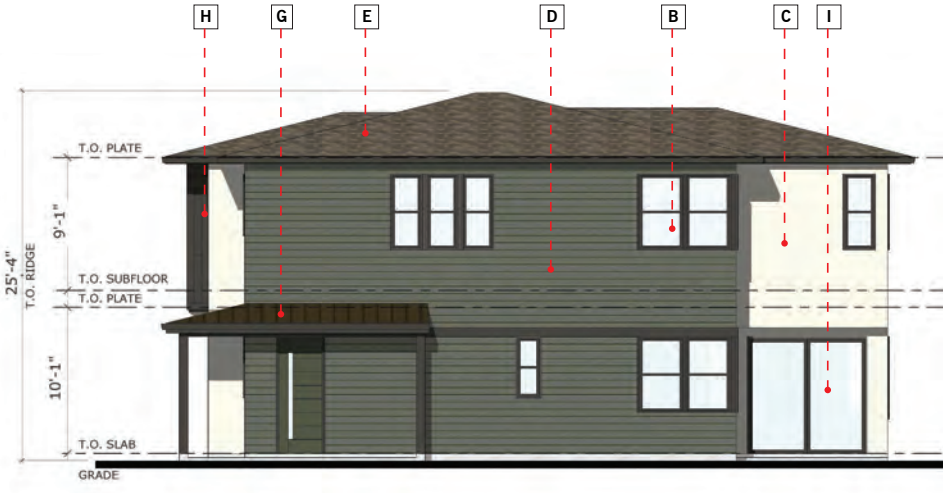
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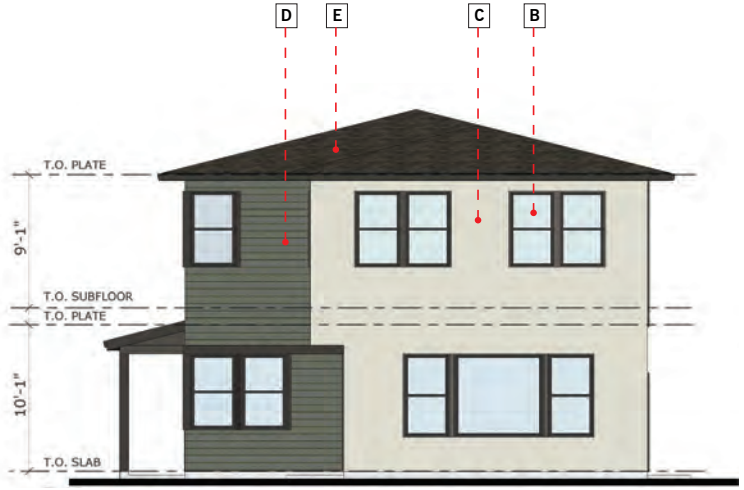
FRONT ELEVATION



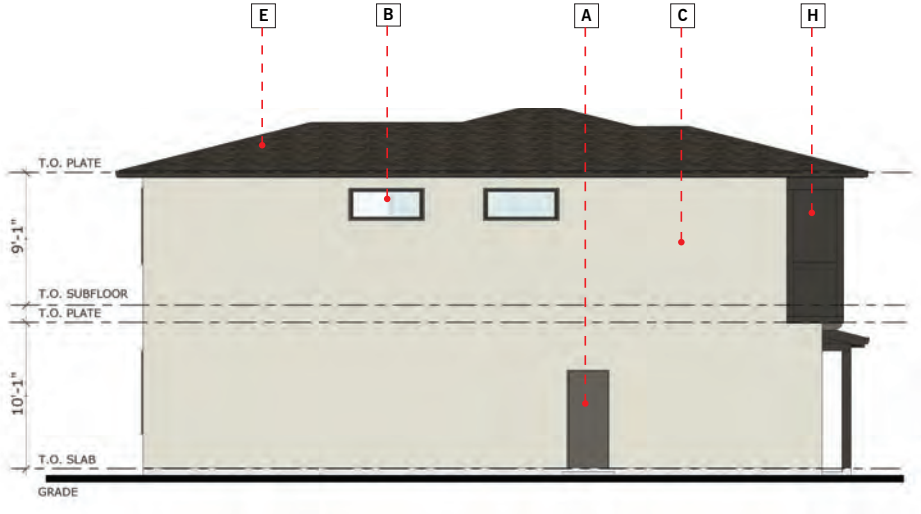
RIGHT ELEVATION

MATERIAL LIST

A	WOOD DOOR
B	VINYL WINDOWS
C	STUCCO
D	8" HORIZ. LAP SIDING
E	COMPOSITE SHINGLE ROOFING
F	ALUMINUM GARAGE DOOR
G	STANDING SEAM ROOFING
H	PAINTED ACCENT PANEL
I	SLIDING GLASS DOOR



REAR ELEVATION



LEFT ELEVATION

SHEET A.9

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

BUILDING ELEVATIONS

PLAN 1A / COLOR SCHEME B

N

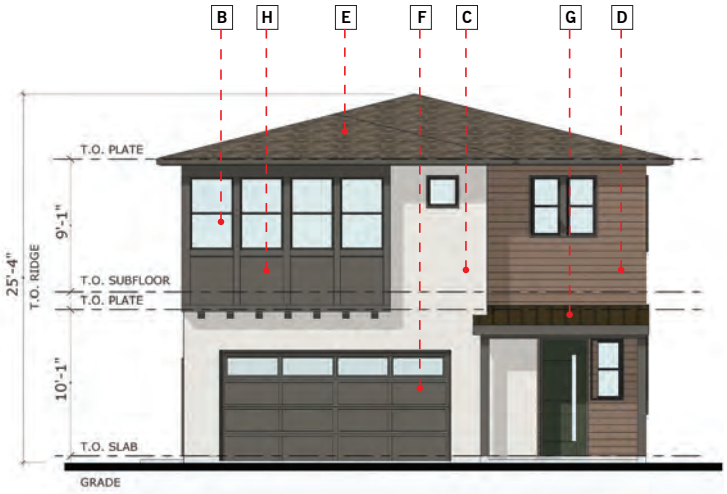
0 2 4 8 12 FEET

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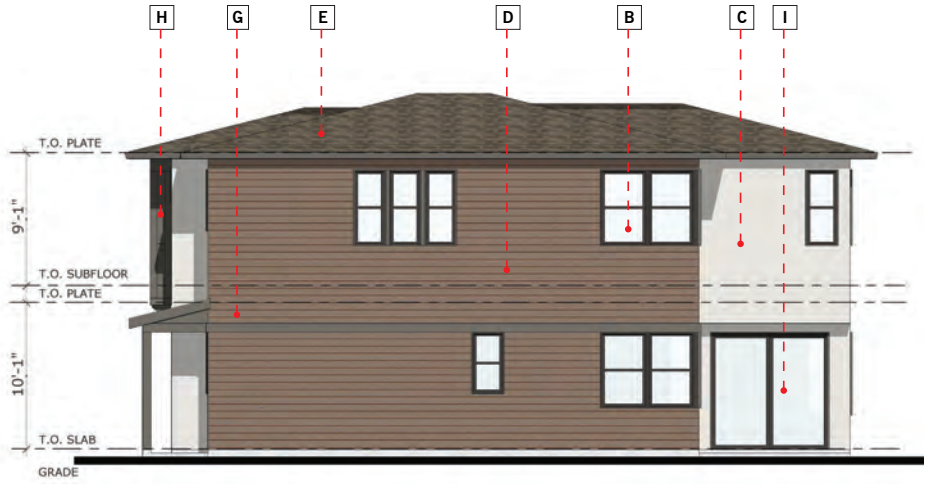
PROJECT NO. 1005.012 | JANUARY 16, 2024

VOP

DAHLIN



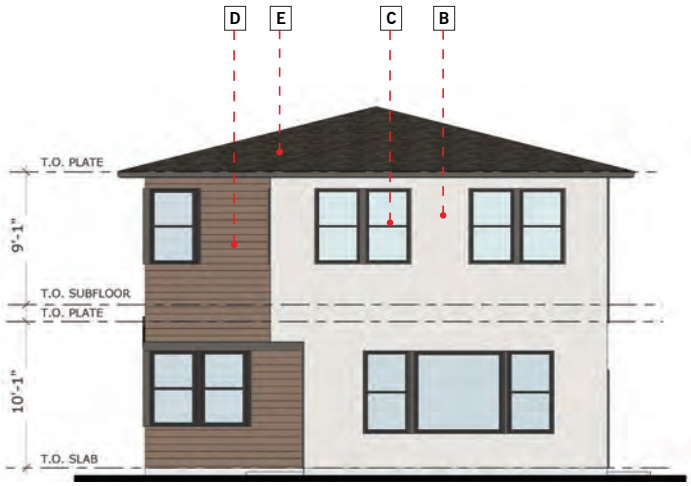
FRONT ELEVATION



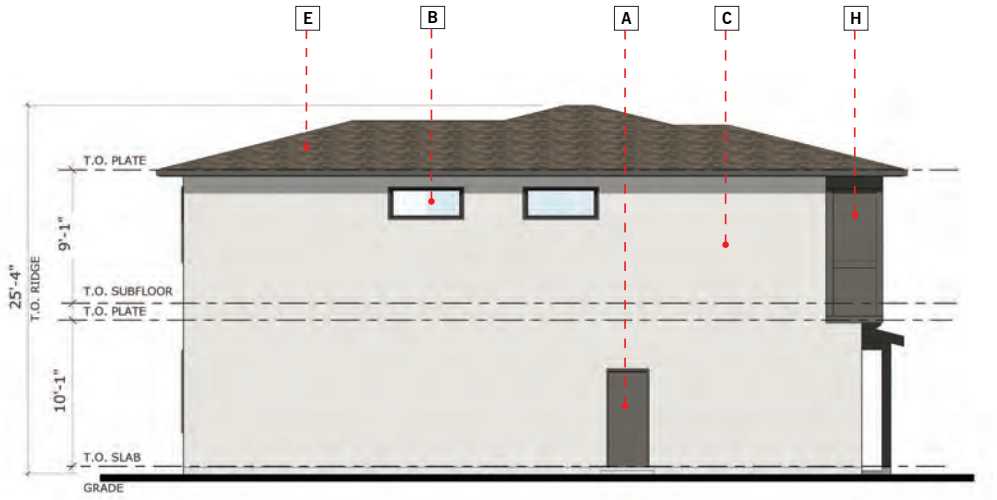
RIGHT ELEVATION

MATERIAL LIST

- A WOOD DOOR
- B VINYL WINDOWS
- C STUCCO
- D 8" HORIZ. LAP SIDING
- E COMPOSITE SHINGLE ROOFING
- F ALUMINUM GARAGE DOOR
- G STANDING SEAM ROOFING
- H PAINTED ACCENT PANEL
- I SLIDING GLASS DOOR



REAR ELEVATION



LEFT ELEVATION

SHEET A.10

4503 CHEENEY STREET

IN SANTA CLARA, CA

ARCHITECTURAL REVIEW - SUBMITTAL 1

DAHLIN GROUP ARCHITECTURE | PLANNING | INTERIORS

BUILDING ELEVATIONS

PLAN 1 / COLOR SCHEME C

N

0 2 4 8 12 FEET

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PROJECT NO. 1005.012 | JANUARY 16, 2024

COLOR SCHEME A

HORIZONTAL LAP SIDING
SHERWIN WILLIAMS
“GROUNDED”
SW 6089

STUCCO
SHERWIN WILLIAMS
“ELDER WHITE”
SW 7014

TRIM / GARAGE DOOR / FASCIA
SHERWIN WILLIAMS
“BLACK FOX”
SW 7020

ENTRY DOOR
SHERWIN WILLIAMS
“FRENCH ROAST”
SW 6069

ROOF
GAF ASPHALT SHINGLES
TIMBERLINE, OR EQUAL
“MISSION BROWN”



SITE KEY

COLOR SCHEME B

HORIZONTAL LAP SIDING
SHERWIN WILLIAMS
“SHADE GROWN”
SW 6188

STUCCO
SHERWIN WILLIAMS
“SILVERPLATE”
SW 7649

TRIM / GARAGE DOOR / FASCIA
SHERWIN WILLIAMS
“BLACK FOX”
SW 7020

ENTRY DOOR
SHERWIN WILLIAMS
“RIPE OLIVE”
SW 6209

ROOF
GAF ASPHALT SHINGLES
TIMBERLINE, OR EQUAL
“MISSION BROWN”



SITE KEY

COLOR SCHEME C

HORIZONTAL LAP SIDING
SHERWIN WILLIAMS
“CRAFT PAPER”
SW 6125

STUCCO
SHERWIN WILLIAMS
“SIMPLIFY BEIGE”
SW 6085

TRIM / GARAGE DOOR / FASCIA
SHERWIN WILLIAMS
“BLACK FOX”
SW 7020

ENTRY DOOR
SHERWIN WILLIAMS
“SHADE GROWN”
SW 6188

ROOF
GAF ASPHALT SHINGLES
TIMBERLINE, OR EQUAL
“MISSION BROWN”



SITE KEY

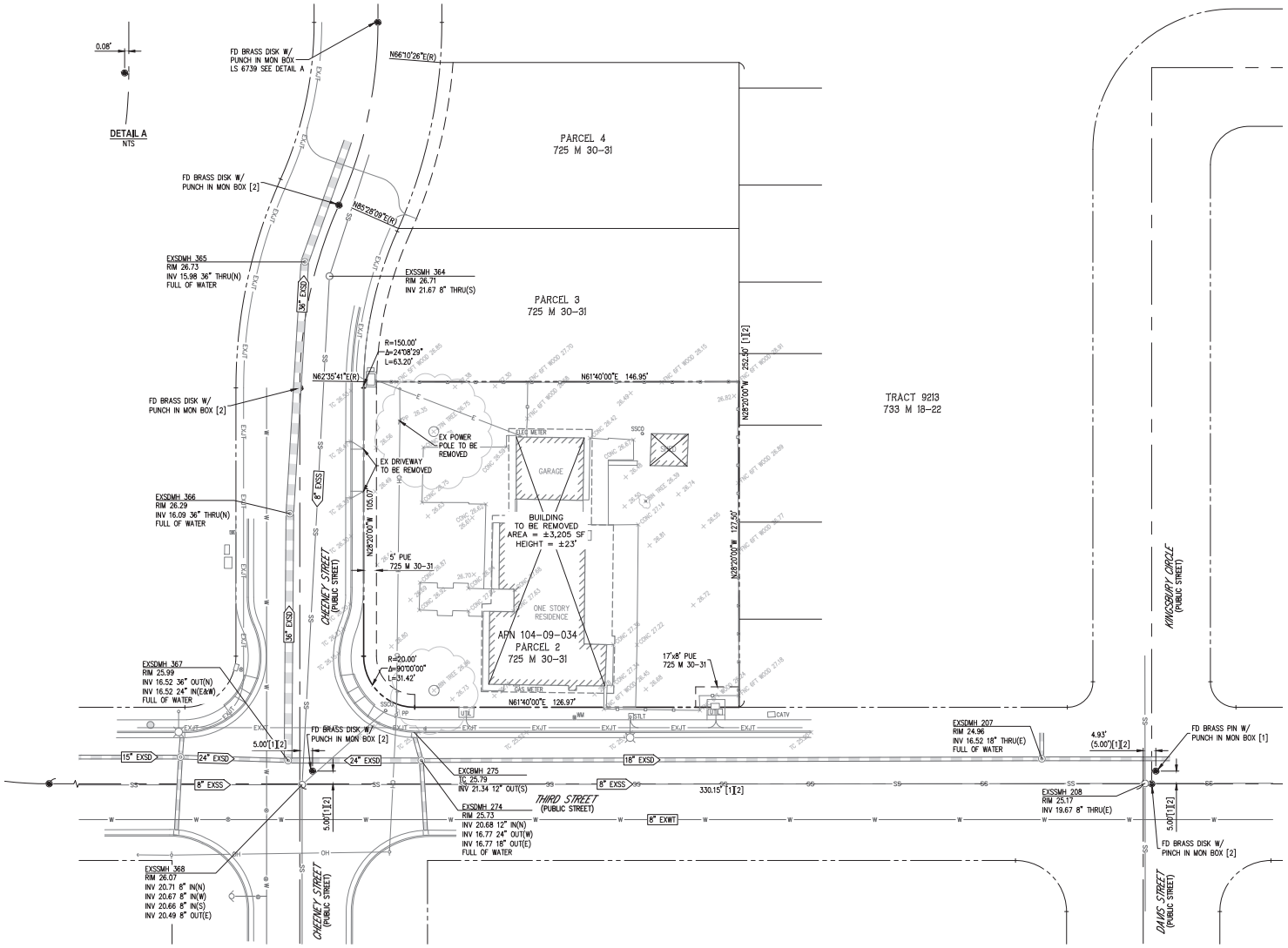
MATERIALS (ALL COLOR SCHEMES)

EXTERIOR FINISHES
- STUCCO - MEDIUM SAND FINISH
- CEMENTIOUS SMOOTH LAP SIDING - 7” EXPOSURE
- CEMENTOUS VERTICAL PANEL SIDING - SMOOTH FINISH

WINDOWS & DOORS
- VINYL FRAMED WINDOWS - BRONZE (OR SIM.) FINISH
- PAINTED FIBERGLASS FRONT ENTRY DOOR
- STANDARD PANEL GARAGE DOOR W/ LITES

TRIM / ACCENT
- 2” DEEP AND 2” WIDE RECESS AROUND WINDOWS @ STUCCO FINISHES
- 2 1/2” X 3/4” CEMENTIOUS WINDOW TRIM @ LAP SIDING FINISHES
- 5 1/2” X 3/4” CEMENTIOUS TRIM @ PANEL FINISH
- 9” X 9” CEMENTIOUS TRIM WRAPPED COLUMNS

ROOF
- ASPHALT COMPOSITION SHINGLE ROOF
- PREFINISHED STANDING SEAM METAL ROOF



NOTES

1. ASSESSOR'S PARCEL NO.: 104-09-034
2. BASIS OF BEARINGS: THE BEARING NORTH 61°40'00" EAST AS FOUND MONUMENTED ON THIRD STREET, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN BOOK 725 OF MAPS AT PAGES 30-31, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN ON THIS SURVEY.
3. BENCHMARK: VALLEY WATER BENCHMARK ID BM098. BRASS DISK ON TOP AND BACK OF SIDEWALK AT THE WESTERLY CORNER OF INTERSECTION FOR AGNEWS ROAD AND SAN TOMAS CREEK (SAN TOMAS CREEK IS LOCATED BETWEEN MISSION BOULEVARD AND LAKE SANTA CLARA DRIVE. CITY OF SANTA CLARA. NAVD88 ELEVATION: 25.66
4. AREA: 0.428 ACRES

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF SANTA CLARA, CITY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON MARCH 13, 2000 IN BOOK 725 OF MAPS, PAGES 30 AND 31.

EXCEPTIONS

5. AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING

INSTRUMENT :	RESOLUTION NO. 6664
RESERVED BY :	CITY OF SANTA CLARA
FOR :	CONSTRUCTING AND RECONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING AND/OR REPLACING PUBLIC AND CITY UTILITY FACILITIES
RECORDED :	FEBRUARY 29, 2000 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 15166951
AFFECTS :	THE EXACT LOCATION NOT CLEARLY DEFINED

MAP REFERENCES

[1] PARCEL MAP – 725 M 30-31

[2] TRACT 9213 – 733 M 18-22

ABBREVIATIONS

A/C	AIR CONDITIONER
APN	ASSESSORS PARCEL NUMBER
CATV	CABLE TV
CONC	CONCRETE
E	EAST
FD	FOUND
FNC	FENCE
JT	JOINT TRENCH
MON	MONUMENT
N	NORTH
O.R.	OFFICIAL RECORDS
OH	OVERHEAD
PP	POWER POLE
PUE	PUBLIC UTILITY EASEMENT
SFNF	SEARCHED FOR NOT FOUND
S	SOUTH
SSCO	SANITARY SEWER CLEANOUT
STLT	STREET LIGHT
TC	TOP OF CURB
UTIL	UTILITY BOX
W	WEST

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY
- LOT LINE
- CENTER LINE
- EASEMENT LINE
- SANITARY SEWER
- STORM DRAIN
- WATER LINE
- FIRE HYDRANT
- GAS OR WATER VALVE
- WOOD FENCE
- TREE
- BOUNDARY TIE
- FOUND MONUMENT (AS NOTED)
- FOUND IRON PIPE (AS NOTED)
- (23.23') RECORD DATA
- [1] REFERENCE NUMBER
- (R) RADIAL
- WATER METER
- POWER POLE
- STREET LIGHT
- SIGN
- CURB RAMP
- UTILITY BOXES & VAULTS
- BIOTREATMENT AREAS
- PERVIOUS PAVEMENT

JOB # 23-148

EXISTING CONDITIONS & DEMOLITION PLAN

4503 CHEENEY STREET
IN SANTA CLARA, CA

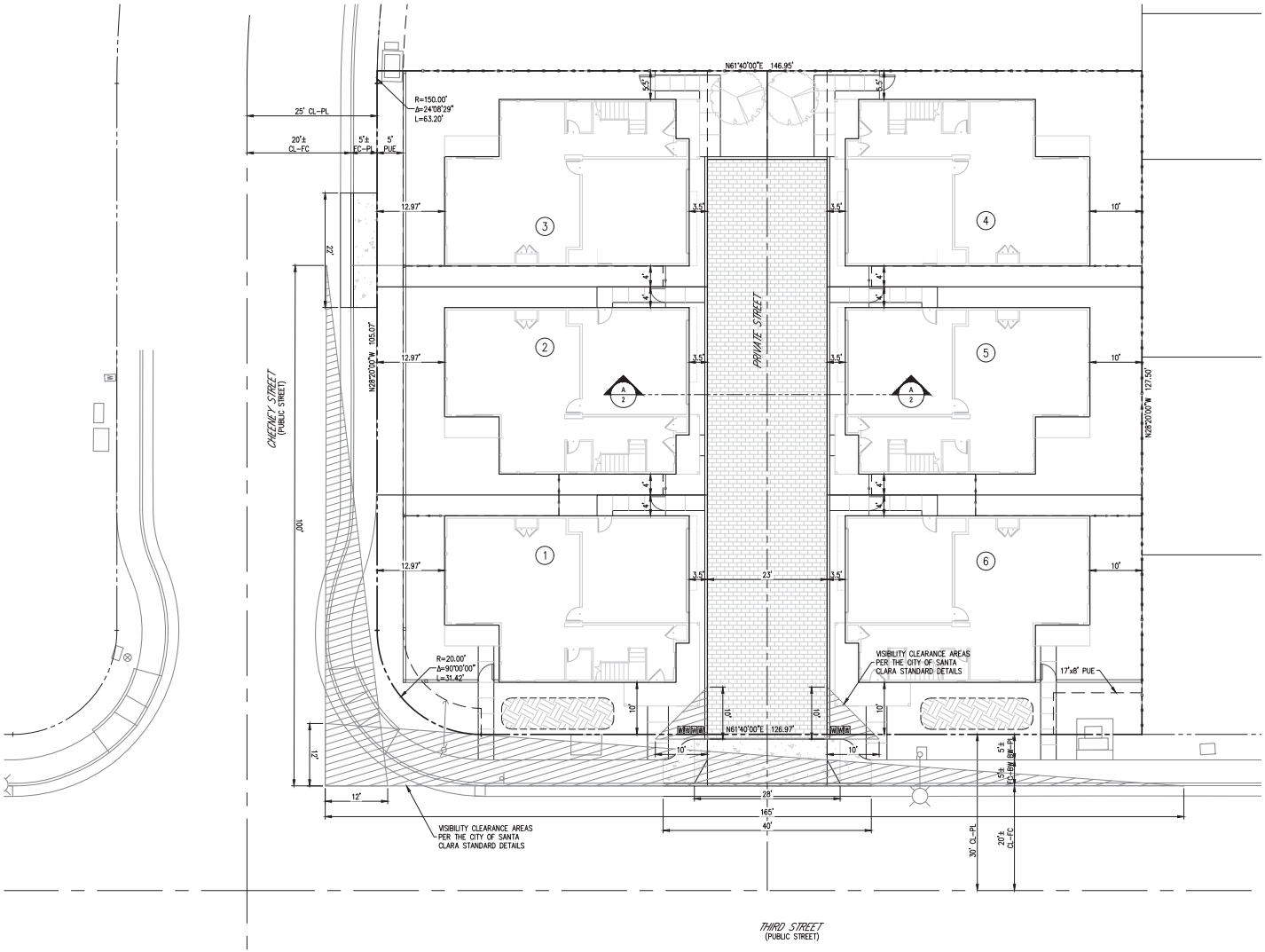
VALLEY OAK PARTNERS

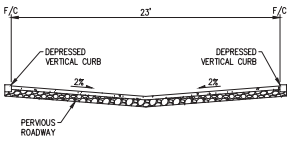
Civil Engineering Associates
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DAHLIN

C-1

DATE 01-12-2024





SECTION A-A
TYPICAL PRIVATE STREET
SCALE: 1"=5'



JOB # 23-148

SITE PLAN

4503 CHEENEY STREET
IN SANTA CLARA, CA

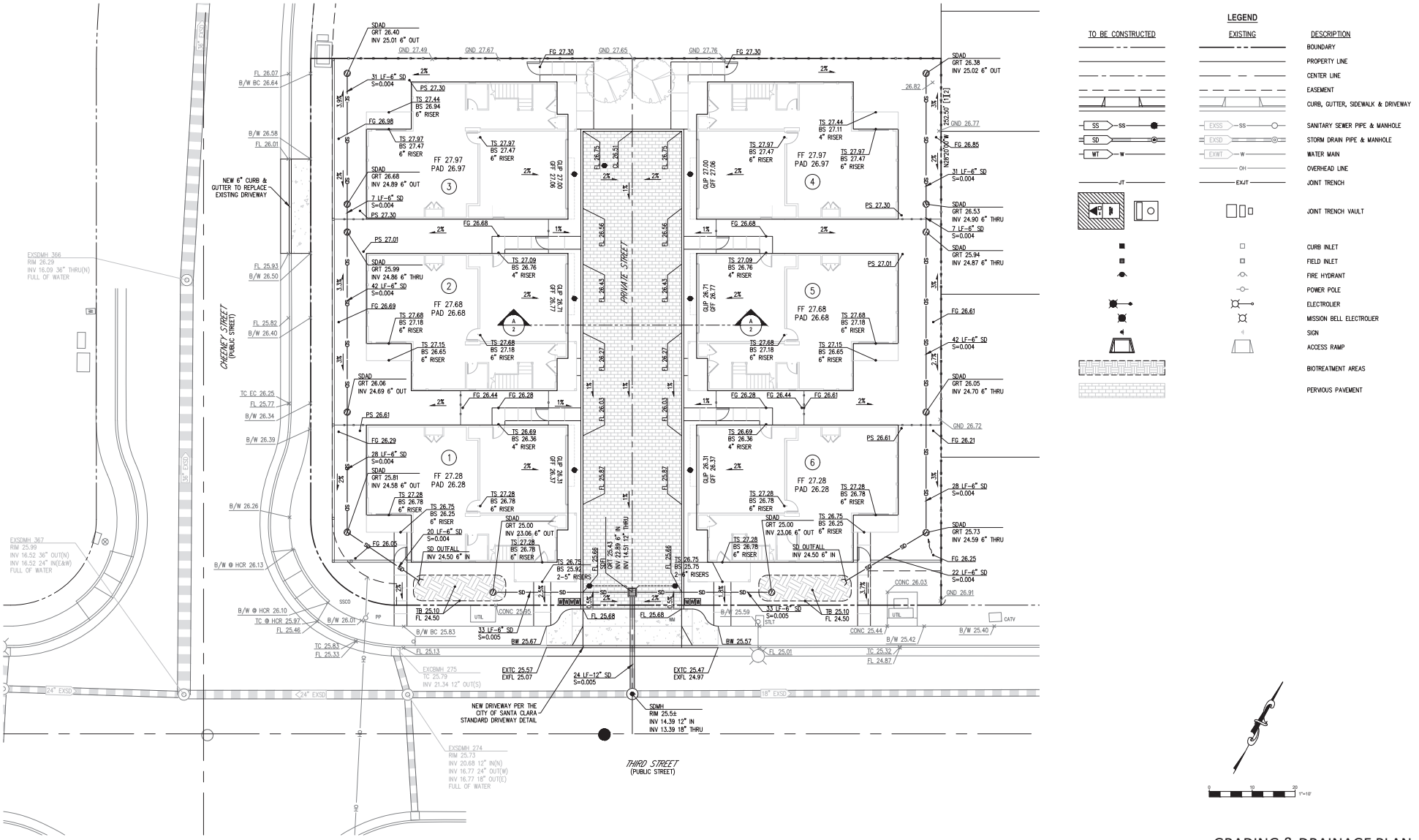
VALLEY OAK PARTNERS

Civil Engineering Associates
Civil Engineers · Planners · Surveyors

DAHLIN

C-2

DATE 01-12-2024



JOB # 23-148

GRADING & DRAINAGE PLAN

4503 CHEENEY STREET

IN SANTA CLARA, CA

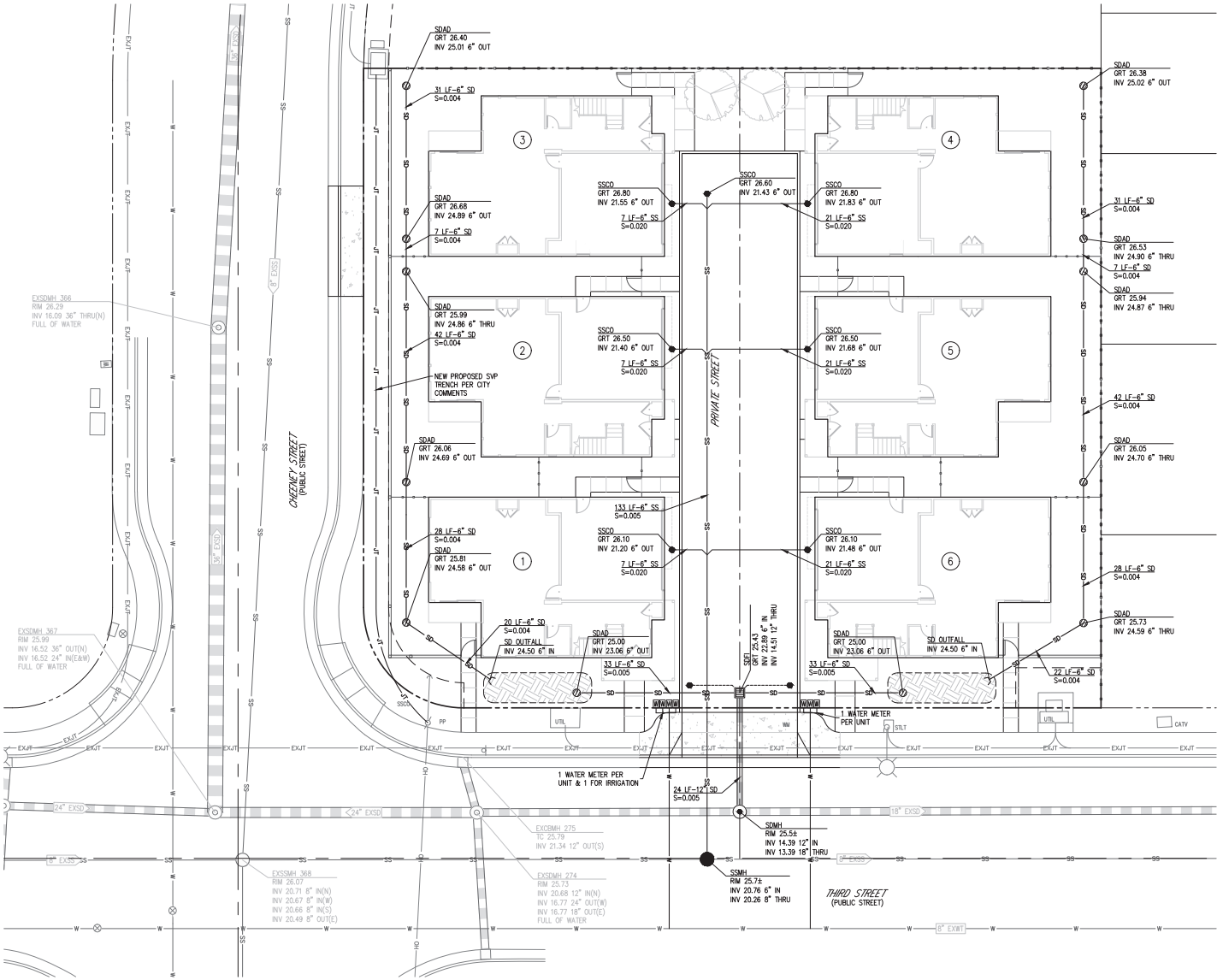
VALLEY OAK PARTNERS

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C-3

DATE 01-12-2024



LEGEND

TO BE CONSTRUCTED	EXISTING	DESCRIPTION
		BOUNDARY
		PROPERTY LINE
		CENTER LINE
		EASEMENT
		CURB, GUTTER, SIDEWALK & DRIVEWAY
SS	EXSS	SANITARY SEWER PIPE & MANHOLE
SD	EXSD	STORM DRAIN PIPE & MANHOLE
WT	EXWT	WATER MAIN
	OH	OVERHEAD LINE
JT	EXJT	JOINT TRENCH
		JOINT TRENCH VAULT
		CURB INLET
		FIELD INLET
		FIRE HYDRANT
		POWER POLE
		ELECTROLIER
		MISSION BELL ELECTROLIER
		SIGN
		ACCESS RAMP
		BIO TREATMENT PLANTER

NOTES

1.

0 10 20 1"=10'

JOB # 23-148

UTILITY PLAN

4503 CHEENEY STREET

IN SANTA CLARA, CA

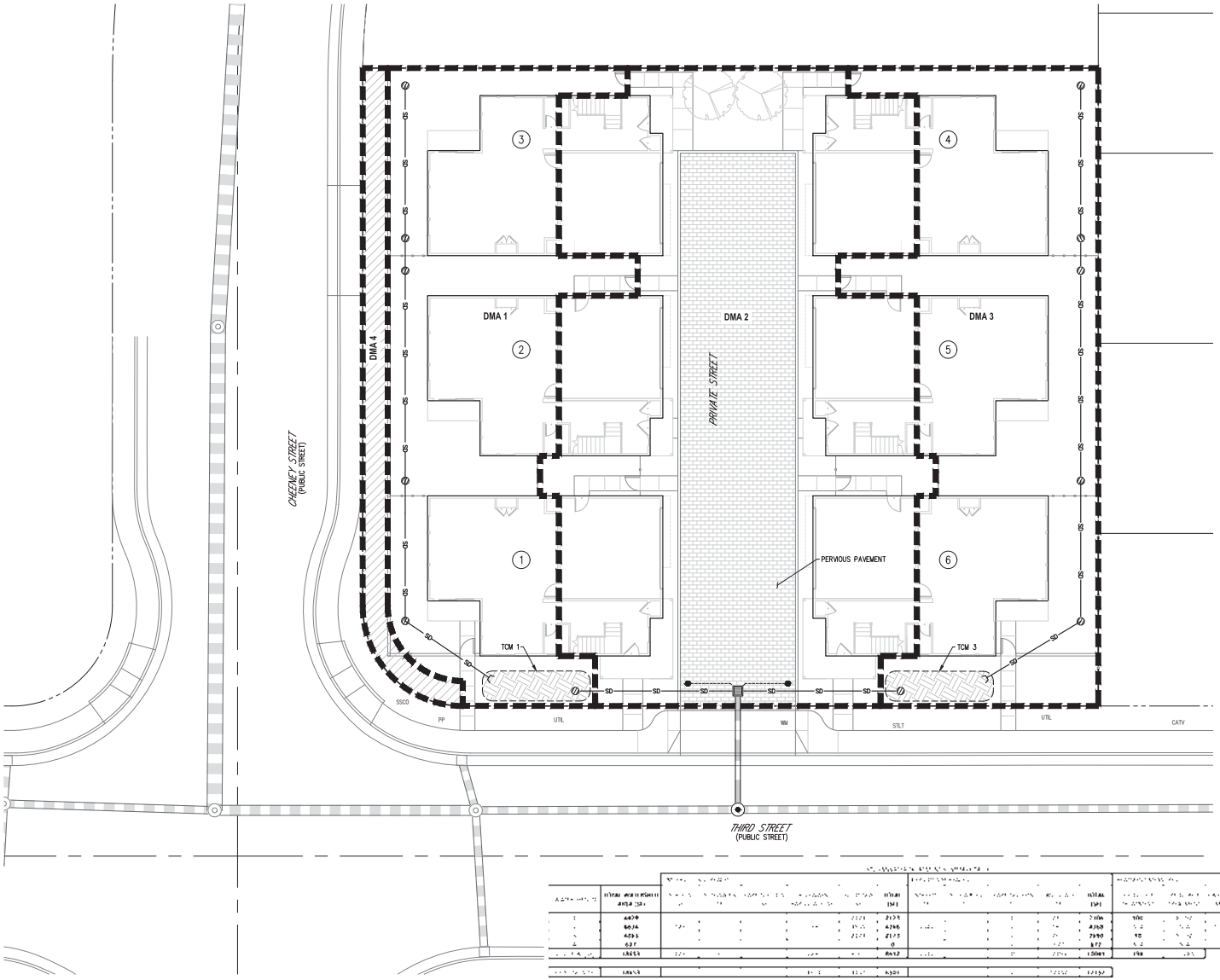
VALLEY OAK PARTNERS

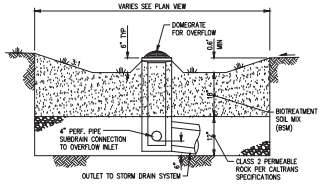
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C-4

DATE 01-12-2024





TYPICAL BIOTREATMENT AREA SECTION

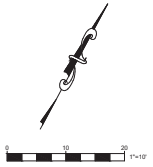
NOTE:
BIOTREATMENT SOIL MIX (BSM) SHALL CONFORM TO THE MUNICIPAL REGIONAL PERMIT REQUIREMENTS SET FORTH IN PROVISION C.3.c.i.(1)(b)(vi)

LEGEND

- BIOTREATMENT AREAS
- SELF TREATING
- WATERSHED BOUNDARY
- PERVIOUS PAVEMENT

NOTES

1. PROPERTY INFORMATION
   4503 CHEENEY STREET
   SANTA CLARA, CALIFORNIA
2. APN NUMBERS: 104-09-034
3. PROPOSED SITE AREA = 0.428 ACRES
4. THE PROJECT IS NOT SUBJECT TO HYDROMODIFICATION REQUIREMENTS. THE PROJECT IS LOCATED WITHIN AN AREA THAT DRAINS TO A HARDENED CHANNEL AND/OR TIDAL AREA AS SHOWN ON THE HMP APPLICABILITY MAP FOR THE CITY OF SANTA CLARA. SITES WITHIN THESE AREAS ARE EXEMPT FROM HM REQUIREMENTS.
5. RECEIVING SYSTEM FOR THE STORM WATER: CITY OF SANTA CLARA PUBLIC STORM DRAIN SYSTEM WHICH ULTIMATELY FEEDS TO SAN FRANCISCO BAY.



JOB # 23-148

STORMWATER MANAGEMENT PLAN

4503 CHEENEY STREET
IN SANTA CLARA, CA

VALLEY OAK PARTNERS

Civil Engineering Associates
Civil Engineers • Planners • Surveyors

DAHLIN

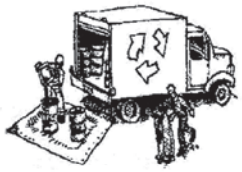
C-5

DATE 01-12-2024

Construction Best Management Practices (BMPs)

Construction projects are required to implement year-round stormwater BMPs.

Materials & Waste Management



Non-Hazardous Materials

- ❑ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or when they are not in use.
- ❑ Use (but don't overuse) reclaimed water for dust control.
- ❑ Ensure dust control water doesn't leave site or discharge to storm drains.

Hazardous Materials

- ❑ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with City, County, State and Federal regulations.
- ❑ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ❑ Follow manufacturer's application instructions for hazardous materials and do not use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ❑ Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- ❑ Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster. A plastic liner is recommended to prevent leaks. Never clean out a dumpster by hosing it down on the construction site.
- ❑ Place portable toilets away from storm drains. Make sure they are in good working order. Check frequently for leaks.
- ❑ Dispose of all wastes and demolition debris properly. Recycle materials and wastes that can be recycled, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation.
- ❑ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.
- ❑ Keep site free of litter (e.g. lunch items, cigarette butts).
- ❑ Prevent litter from uncovered loads by covering loads that are being transported to and from site.

Construction Entrances and Perimeter

- ❑ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ❑ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control



Maintenance and Parking

- ❑ Designate an area of the construction site, well away from streams or storm drain inlets and lifted with appropriate BMPs, for auto and equipment parking, and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ❑ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment, and do not use diesel oil to lubricate equipment or parts onsite.

Spill Prevention and Control

- ❑ Keep spill cleanup materials (e.g., rag, absorbents and cat litter) available at the construction site at all times.
- ❑ Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks. Use drp pans to catch leaks until repairs are made.
- ❑ Clean up leaks, drips and other spills immediately and dispose of cleanup materials properly.
- ❑ Use dry cleanup methods whenever possible (absorbent materials, cat litter and/or rags).
- ❑ Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills to the appropriate local spill response agencies immediately. If the spill poses a significant hazrd to human health and safety, property or the environment, you must report it to the State Office of Emergency Services, (800) 852-7550 (24 hours).

Earthmoving



Grading and Earthwork

- ❑ Schedule grading and excavation work during dry weather.
- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ❑ Remove existing vegetation only when absolutely necessary, plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, drainage courses and streams by installing and maintaining appropriate BMPs (i.e. silt fences, gravel bags, fiber rolls, temporary swales, etc.).
- ❑ Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

Contaminated Soils

- ❑ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
  - Unusual soil conditions, discoloration, or odor.
  - Abandoned underground tanks.
  - Abandoned wells
  - Buried barrels, debris, or trash.
- ❑ If the above conditions are observed, document any signs of potential contamination and clearly mark them so they are not disturbed by construction activities.

Landscaping

- ❑ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- ❑ Stack bagged material on pallets and under cover.
- ❑ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

Concrete Management and Dewatering



Concrete Management

- ❑ Store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Store materials off the ground, on pallets. Protect dry materials from wind.
- ❑ Wash down exposed aggregate concrete only when the wash water can (1) flow onto a dirt area; (2) drain onto a bermed surface from which it can be pumped and disposed of properly; or (3) block any storm drain inlets and vacuum washwater from the gutter. If possible, sweep first.
- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area onsite, where the water will flow into a temporary waste pit, and make sure wash water does not leach into the underlying soil. (See CASQA Construction BMP Handbook for properly designed concrete washouts.)

Dewatering

- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible, send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer, call your local wastewater treatment plant.
- ❑ Divert run-on water from offsite away from all disturbed areas.
- ❑ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ❑ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

Paving/Asphalt Work



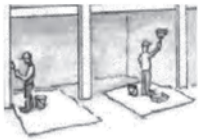
Paving

- ❑ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ❑ Cover storm drain inlets and manholes when applying seal coat, slurry seal, fog sea, or similar materials.
- ❑ Collect and recycle or properly dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.

Sawcutting & Asphalt/Concrete Removal

- ❑ Protect storm drain inlets during saw cutting.
- ❑ If saw cut slurry enters a catch basin, clean it up immediately.
- ❑ Shovel or vacuum saw cut slurry deposits and remove from the site. When making saw cuts, use as little water as possible. Sweep up, and properly dispose of all residues.

Painting & Paint Removal



Painting Cleanup and Removal

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ❑ Sweep up or collect paint chips and dust from non-hazardous dry stripping and sand blasting into plastic drop cloths and dispose of as trash.
- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

Santa Clara Valley
Urban Runoff
Pollution Prevention Program

Storm drain polluters may be liable for fines of up to $10,000 per day!

JOB # 23-148

CLEAN BAY BLUEPRINT

4503 CHEENEY STREET
IN SANTA CLARA, CA

VALLEY OAK PARTNERS

Civil Engineering Associates
Civil Engineers · Planners · Surveyors

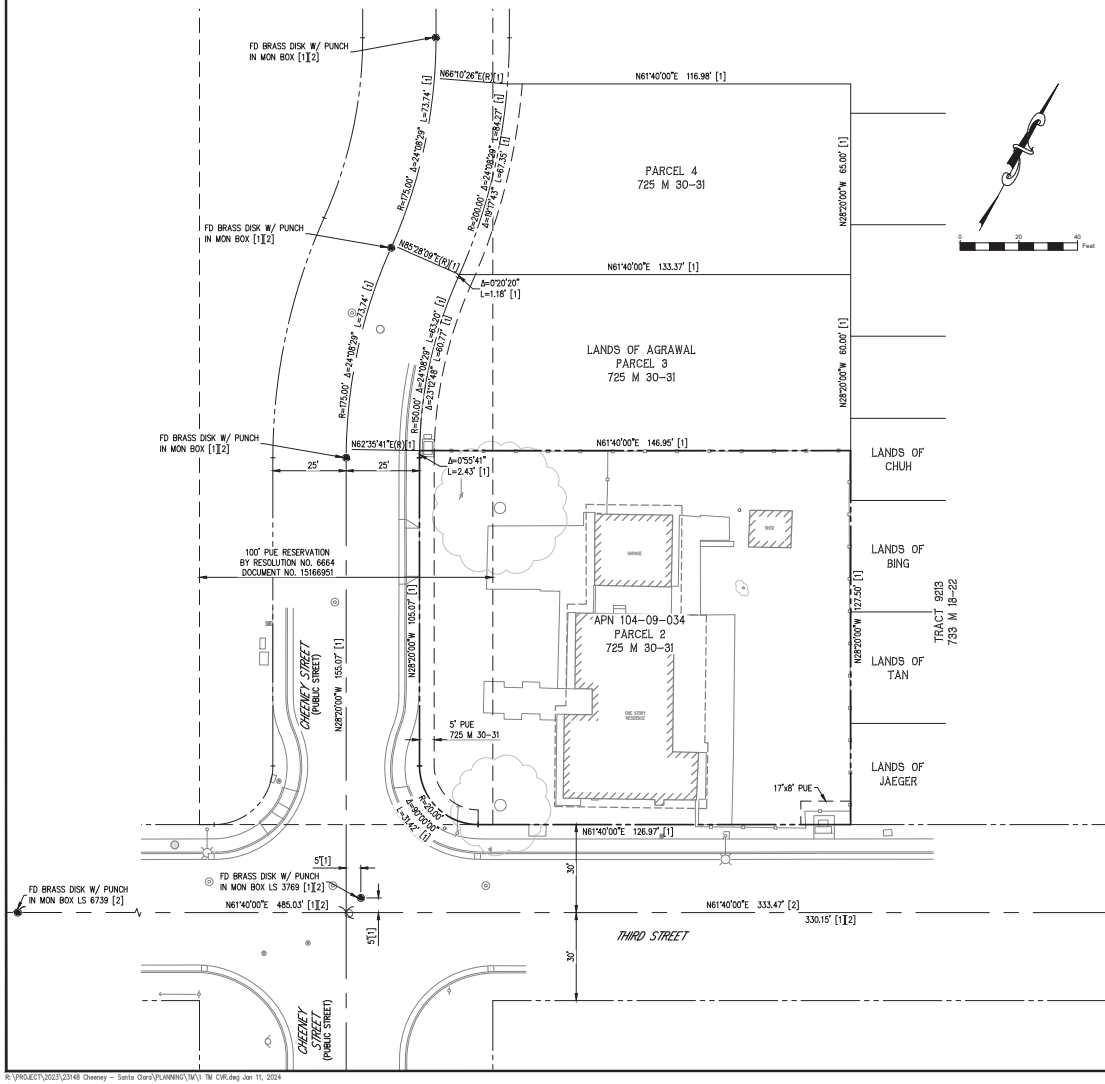
DAHLIN

C-6

DATE 01-12-2024

VESTING TENTATIVE MAP
4503 CHEENEY STREET

SANTA CLARA CALIFORNIA



GENERAL NOTES

OWNER & SUBDIVIDER: CHEENEY HOMES, LLC
734 THE ALAMEDA
SAN JOSE, CA 95126

ENGINEER: CIVIL ENGINEERING ASSOCIATES, INC.
28 RAILWAY AVENUE
CAMPBELL, CALIFORNIA 95008

1. EXISTING ZONING: R1-6L – SINGLE FAMILY
2. EXISTING GP DESIGNATION: LOW DENSITY RESIDENTIAL
3. EXISTING USE: RESIDENTIAL
4. PROPOSED ZONING: PD (PLANNED DEVELOPMENT)
5. PROPOSED USE: RESIDENTIAL
6. PROPOSED IMPROVEMENTS: DEMOLISH EXISTING BUILDINGS AND PARKING LOTS TO CONSTRUCT RESIDENTIAL SINGLE FAMILY BUILDINGS. CONSTRUCT UTILITY SERVICES INCLUDING STORM, SANITARY SEWER, WATER AND JOINT TRENCH.
7. VESTING TENTATIVE MAP: THIS VESTING TENTATIVE MAP IS BEING FILED IN ACCORDANCE WITH CHAPTER 3, ARTICLE 2, SECTION 66452 OF THE SUBDIVISION MAP ACT.
8. TENTATIVE PARCEL MAP: THIS VESTING TENTATIVE MAP CONFORMS TO THE REQUIREMENTS OF CHAPTER 17.05.400 "TENTATIVE PARCEL MAP" OF SANTA CLARA CITY CODE.
9. BOUNDARY: BOUNDARY INFORMATION IS BASE ON RECORD AND FIELD DATA.
10. EASEMENTS: EMERGENCY VEHICLE ACCESS EASEMENT, PUBLIC UTILITY EASEMENT, PUBLIC ACCESS EASEMENT, PRIVATE ACCESS EASEMENT, STORM DRAIN EASEMENT, PUBLIC ROADWAY EASEMENT AND PUBLIC LANDSCAPE EASEMENT WILL BE PROVIDED.
11. BOUNDARIES AND EASEMENTS DEPICTED HEREON HAVE BEEN TRANSCRIBED FROM THE DOCUMENTS REFERENCED BELOW. PORTIONS OF THESE MAY HAVE BEEN REORIENTED TO FIT TOGETHER. THIS MAY NOT BE COMPLETE OR ACCURATE. SEE COMMENTARY BELOW.

    TITLE REPORTS BY OLD REPUBLIC TITLE COMPANY:
    ORDER NUMBER 0631038265-RP DATED JUNE 12, 2023
12. BASIS OF BEARINGS: THE BEARING OF NORTH 61°40'00" EAST ALONG THE CENTER LINE OF THIRD STREET AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED IN BOOK 725 OF MAPS AT PAGE 30 AND 31 SANTA CLARA COUNTY RECORDS WAS USED AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.
13. BENCHMARK: VALLEY WATER ID 6M008. BRASS DISK ON TOP AND BACK OF SIDEWALK AT THE WESTERLY CORNER OF INTERSECTION FOR AGNEWS ROAD AND SAN TOMAS CREEK (SAN TOMAS CREEK IS LOCATED BETWEEN MISSION BOULEVARD AND LAKE SANTA CLARA DRIVE. CITY OF SANTA CLARA. NAVD88 ELEVATION = 25.66.
14. FEMA: THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBERS 06085C0063H, DATED MAY 18, 2009, AS BEING PARTIALLY LOCATED IN FLOOD ZONE "ZONE X (SHADED)":

    AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.



VICINITY MAP
NOT TO SCALE

15. ASSESSOR'S PARCEL NO.: 104-09-034
16. STORM SEWER TO BE SERVICED BY CITY OF SANTA CLARA
17. WATER TO BE PROVIDED BY CITY OF SANTA CLARA
18. SANITARY SEWER TO BE PROVIDED BY CITY OF SANTA CLARA
19. FIRE PROTECTION IS TO BE PROVIDED BY CITY OF SANTA CLARA
20. GAS IS TO BE PROVIDED BY PG&E
21. ELECTRIC IS TO BE PROVIDED BY SILICON VALLEY POWER
22. TELEPHONE IS TO BE PROVIDED BY AT&T
23. CABLE TV IS TO BE PROVIDED BY COMCAST
24. EXISTING LOTS: 1
25. PROPOSED LOTS: 7
26. TOTAL AREA: 0.428± ACRES
27. MULTIPLE FINAL MAPS MAY BE FILED PRIOR TO THE EXPIRATION OF THE TENTATIVE MAP.
28. THIS SUBDIVISION WILL CONFORM TO THE STREET TREE PLAN OF THE CITY OF SANTA CLARA.
29. DEMOLITION PERMITS MAY BE ISSUED PRIOR TO ISSUANCE OF FINAL BUILDING PERMITS AND RECORDANCE OF THE FINAL MAP.
30. ALL DIMENSIONS DEPICTED HEREON ARE APPROXIMATE AND ARE SUBJECT TO REVISION AT FINAL MAP(S) STAGE.
31. TOPOGRAPHY PROVIDED BY: CIVIL ENGINEERING ASSOCIATES, INC
32. ANY EXISTING SANITARY SEWER LATERALS PROPOSED TO BE REUSED MUST BE TELEVISED BY CITY OF SANTA CLARA AND APPROVED BY THE CITY BEFORE REUSE. A SANITARY LATERAL CLEAN-OUT SHALL BE INSTALLED AT THE PROPERTY LINE, IF ONE DOES NOT ALREADY EXIST WITHIN TWO (2) FEET OF THE PROPERTY LINE. ANY TRENCHING WITHIN THE DRIPLINE OF ALL TREES SHALL BE HAND DUG AND SO NOTED ON THE PLANS. ALL UTILITIES SERVING THE SITE SHALL BE UNDERGROUND.
33. ALL EXISTING BUILDINGS ARE TO BE REMOVED.
34. ALL EXISTING EASEMENTS ARE TO BE VACATED UNLESS NOTED OTHERWISE.

ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
E	EAST
N	NORTH
PUE	PUBLIC UTILITY EASEMENT
S	SOUTH
W	WEST

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY
- EXISTING LOT LINE
- CENTER LINE
- EXISTING EASEMENT LINE

MAP REFERENCES

[1] PARCEL MAP – 725 M 30-31
[2] TRACT 9213 – 733 M 18-22

NO.	DATE	REVISIONS	BY

Civil Engineering Associates
Civil Engineers • Planners • Surveyors
28 Railway Avenue
Campbell, CA 95008
T: (408) 453-1066

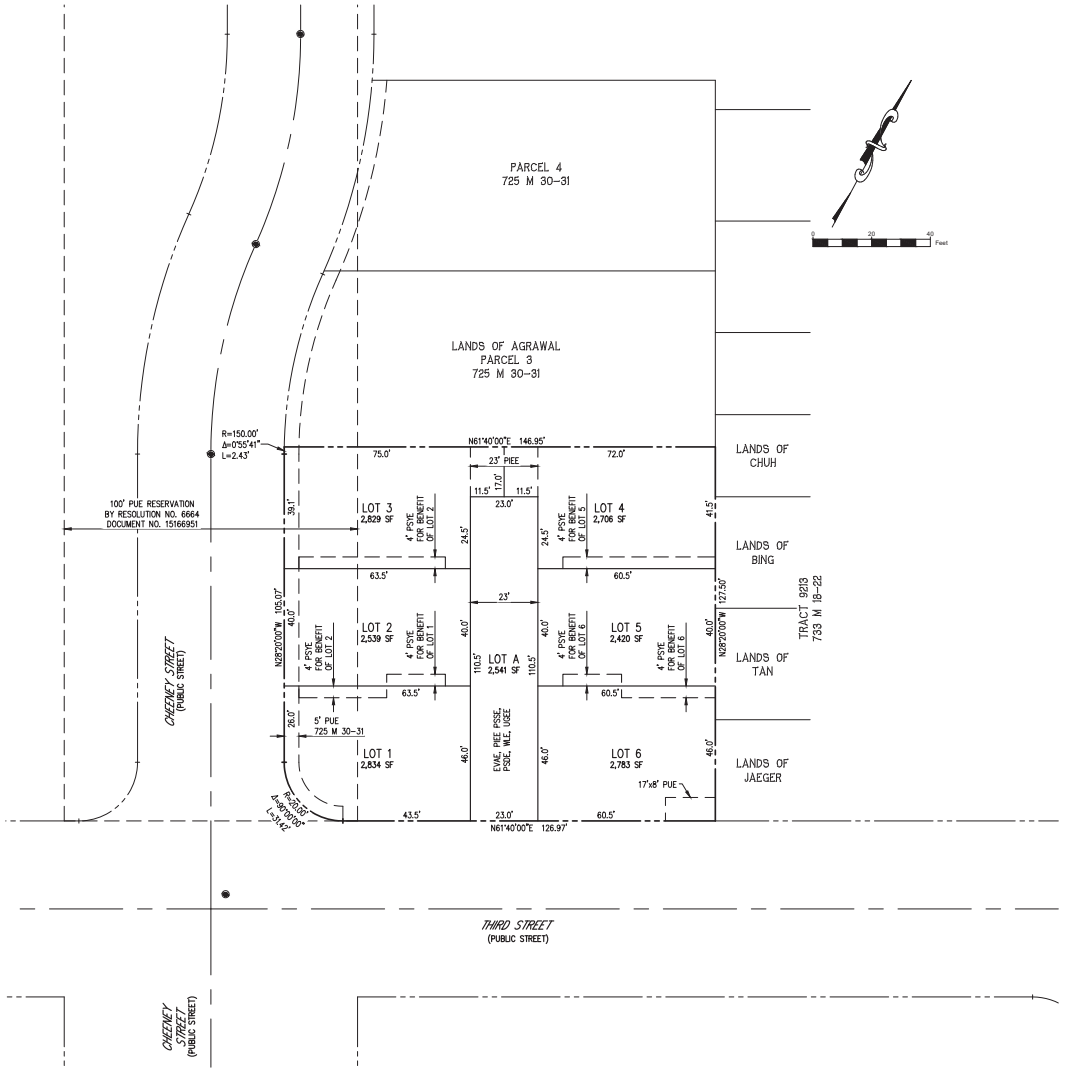
PREPARED FOR:
VALLEY OAK PARTNERS
734 THE ALAMEDA
SAN JOSE, CA 95126
T: (408) 282-2700
F: (408) 294-3797

4503 CHEENEY STREET
VESTING TENTATIVE MAP
SANTA CLARA CALIFORNIA

DATE	01-12-2024
SCALE	SEE PLAN
DESIGNED	ENG
DRAWN	CAD
JOB NO.	23-148

SHEET
TM1
1 OF 2 SHEETS

R:\PROJECT\2023\23148 Cheeney – Santa Clara\PLANNING\TM\3 TM CVR.dwg Jan 11, 2024



ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
E	EAST
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
N	NORTH
PIEE	PRIVATE INGRESS & EGRESS EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PSYE	PRIVATE SIDE YARD EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
S	SOUTH
UGEE	UNDERGROUND ELECTRICAL EASEMENT
WLE	WATER LINE EASEMENT
W	WEST

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY
- LOT LINE
- EXISTING LOT LINE
- CENTER LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE

NO.	DATE	REVISIONS	BY

Civil Engineering Associates
Civil Engineers • Planners • Surveyors
28 Rokey Avenue
Campbell, CA 95008
T: (408) 453-1066

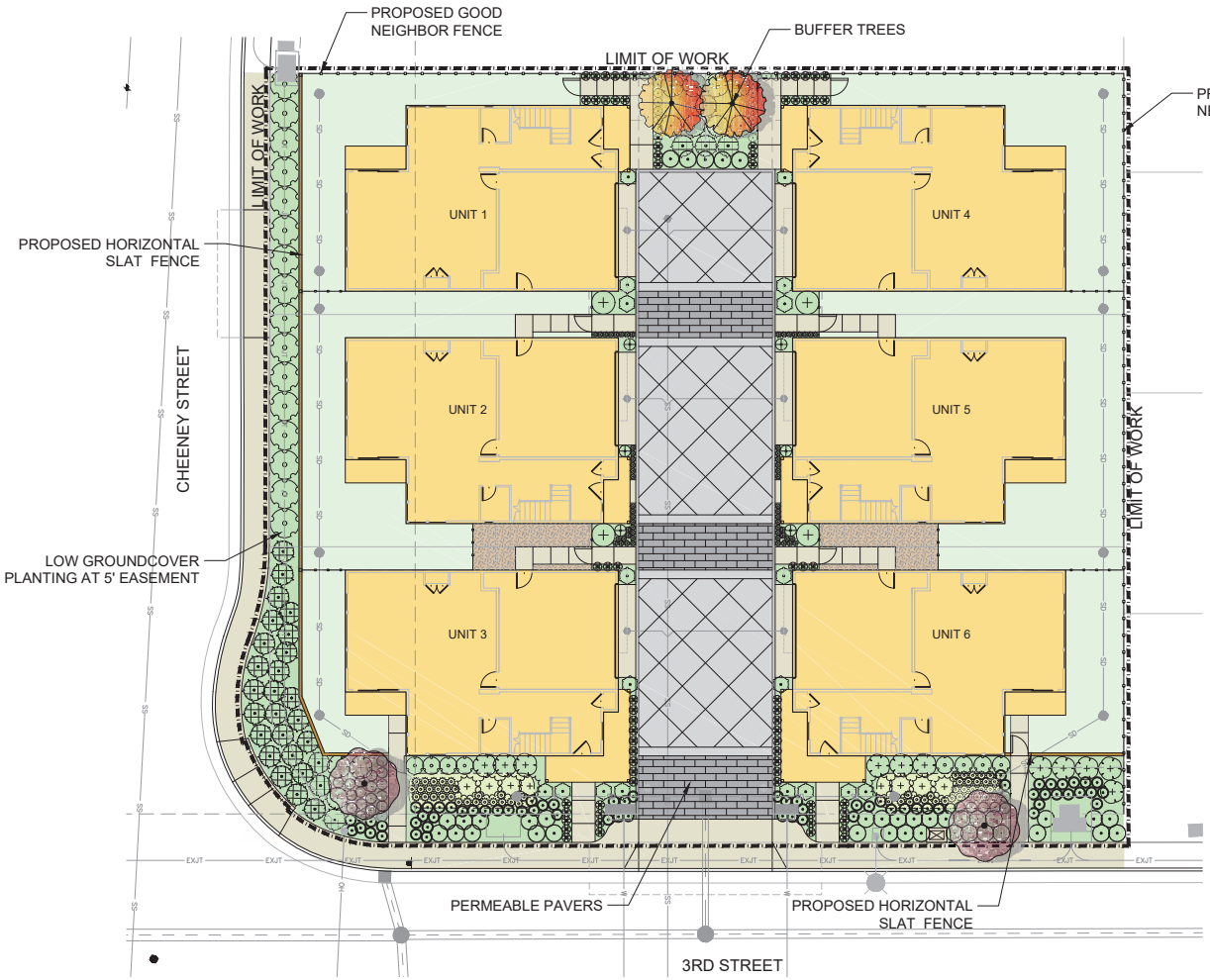
PREPARED FOR:
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4503 CHEENEY STREET
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SANTA CLARA CALIFORNIA

DATE	01-12-2024
SCALE	SEE PLAN
DESIGNED	ENG
DRAWN	CAD
JOB NO.	23-148

SHEET
TM2
2 OF 2 SHEETS

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PROPOSED PLANT PALETTE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	QTY
TREES						
		ACER RUBRUM 'ARMSTRONG' STD	ARMSTRONG RED MAPLE	24"BOX	MOD	2
		CERCIS CANADENSIS 'OKLAHOMA' STD	OKLAHOMA REDBUD	24"BOX	MOD	2
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	QTY
SHRUBS						
	AP	AGAPANTHUS AFRICANUS 'PETER PAN WHITE'	PETER PAN WHITE AFRICAN LILY	1 GAL	MOD	58
	BT	BULBINE FRUTESCENS 'TINY TANGERINE'	TINY TANGERINE STALKED BULBINE	1 GAL	LOW	38
	CC	CEANOTHUS X 'CENTENNIAL'	CENTENNIAL WILD LILAC	1 GAL	LOW	37
	EU	EUONYMUS JAPONICUS 'GREEN SPIRE'	GREEN SPIRE EUONYMUS	5 GAL	LOW	6
	NL	NANDINA D. 'LEMON LIME'	LEMON LIME NANDINA	5 GAL	LOW	18
	NP	NANDINA DOMESTICA 'FIREPOWER'	FIREPOWER HEAVENLY BAMBOO	5 GAL	LOW	88
	PM	PODOCARPUS MACROPHYLLUS 'MAKI'	MAKI SHRUBBY YEW PODOCARPUS	15 GAL	MOD	4
	RP	RHAPHIOLEPIS INDICA 'PINK LADY'	PINK LADY INDIAN HAWTHORN	5 GAL	LOW	17
	WM	WESTRINGIA FRUTICOSA 'MUNDI'	LOW COAST ROSEMARY	5 GAL	LOW	16
BIO-RETENTION						
	CD	CAREX DIVULSA	EUROPEAN GREY SEDGE	1 GAL	LOW	93
	CT	CHONDROPETALUM TECTORUM	SMALL CAPE RUSH	1 GAL	LOW	8
	JP	JUNCUS PATENS	CALIFORNIA GRAY RUSH	1 GAL	LOW	58
	MR	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL	LOW	8

VALLEY OAK PARTNERS
734 THE ALAMEDA
SAN JOSE, CA 95126

4503 CHEENEY STREET

Santa Clara, California

CONCEPTUAL LANDSCAPE PLAN

CONCEPTUAL DESIGN PHASE
JANUARY 16, 2024

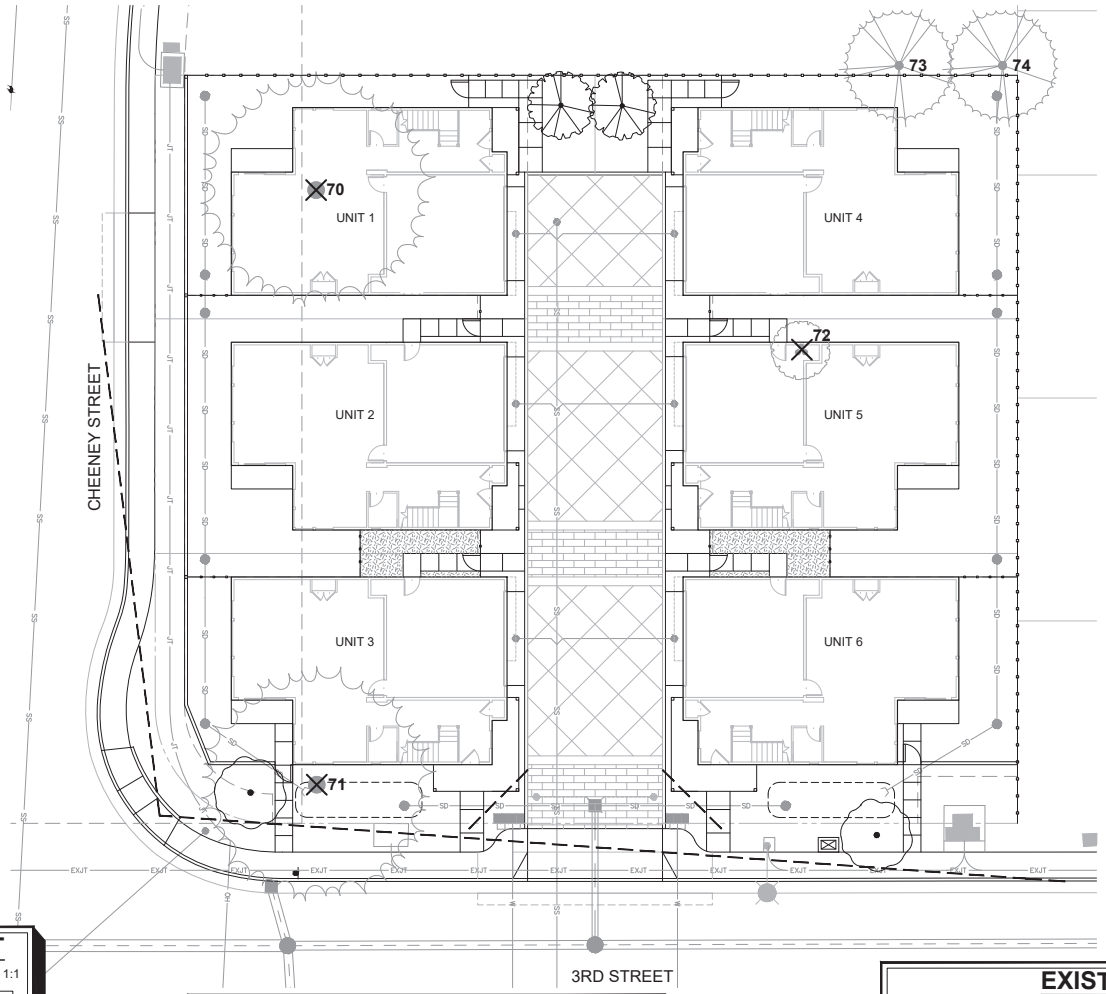
vanderToolen Associates
700 Ygnacio Valley Rd.
Suite 100
Walnut Creek, CA 94596
tel: 925.274.1305
www.vandertoolen.com

VTA

0' 5' 10' 20'
SCALE: 1" = 10'-0"
NORTH

L-1
Project No. 07723

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PLANTING NOTES

1. THE PLANTING DESIGN FOR THE SITE IS DROUGHT TOLERANT AND CONSISTS OF A BALANCE OF EVERGREEN AND DECIDUOUS PLANTING AS WELL AS NATIVE AND ORNAMENTAL PLANTING.
2. PROPOSED TREE LOCATIONS ARE BASED ON STANDARD JOINT TRENCH LOCATIONS. FINAL TREE LOCATIONS TO BE DETERMINED WHEN FINAL UTILITY LOCATIONS ARE PROVIDED. TREE PLACEMENT MAY BE ADJUSTED AND FINAL TREE COUNT MAY CHANGE.
3. ALL SHRUBS AND GROUNDCOVER MATERIAL SELECTED HAVE A WUCOLS WATER USE RATING OF VERY LOW TO MODERATE.
4. PROPOSED TREE CANOPIES ARE SHOWN AT 85% MATURE GROWTH DIAMETER IN ORDER TO ENSURE THERE IS SUFFICIENT ROOM FOR TREE GROWTH AND HEALTH.
5. NO CUTTING OF ANY PART OF PUBLIC TREES, INCLUDING ROOTS, SHALL BE DONE WITHOUT FOLLOWING CITY TREE PRESERVATION SPECIFICATIONS AND SECURING APPROVAL AND DIRECT SUPERVISION FROM THE CITY ARBORIST AT (408) 615-3080. APPLICANT IS ADVISED TO CONTACT CITY ARBORIST TO OBTAIN REQUIRED TREE REMOVAL PERMITS IN THE EVENT TREES ARE REMOVED.
6. NO CUTTING OF ANY PART OF PRIVATE TREES, INCLUDING ROOTS, SHALL BE DONE WITHOUT DIRECT SUPERVISION OF A CERTIFIED ARBORIST.
7. ALL TREES PLANTED WITHIN 5' OF PAVING, WATER METERS/SERVICE LINES, OR JOINT TRENCHES SHALL RECEIVE LINEAR RECYCLED PLASTIC ROOT BARRIERS PARALLEL TO CURB AND WALKS- EACH SIDE (24" DEPTH X 16' LENGTH, MIN.)

TREE REPLACEMENT

*REQUIRED TREE REPLACEMENT RATIO IS 1:1

EXISTING TREES	QUANTITY
TO BE REMOVED	3
TOTAL EXISTING TREES TO BE REMOVED:	**3**

PROPOSED TREES	QUANTITY
24" BOX TREE	4
TOTAL PROPOSED TREES:	**4**

*NOTE:
1. REPLACEMENT TREE PLANTING AT A MINIMUM RE-PLANTING RATIO OF 1:1 FOR THE REMOVAL OF PROTECTED TREES. REPLACEMENT RATIOS AND MINIMUM TREE SIZES ARE DETERMINED AT THE DISCRETION OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT.

PROPOSED TREE PALETTE

SYMBOL	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	QTY
TREES					
	ACER RUBRUM 'ARMSTRONG' STD	ARMSTRONG RED MAPLE	24"BOX	MOD	2
	CERCIS CANADENSIS `OKLAHOMA` STD	OKLAHOMA REDBUD	24"BOX	MOD	2

EXISTING TREE LEGEND

SYMBOL	TREE #	BOTANICAL NAME	COMMON NAME	DBH	HEALTH	PROTECTED TREE	ARBORIST RECOMMENDATION
TREES TO BE REMOVED							
	70	PINUS PINEA	ITALIAN STONE PINE	43	GOOD	YES	REMOVE
	71	PINUS PINEA	ITALIAN STONE PINE	43	FAIR	YES	REMOVE
	72	CITRUS LIMON	LEMON	6, 4, 4	POOR	NO	REMOVE
TREES TO REMAIN							
	73	SEQUOIA SEMPERVIRENS	COAST REDWOOD	17	GOOD	YES	PRESERVE (OFFSITE)
	74	SEQUOIA SEMPERVIRENS	COAST REDWOOD	18	GOOD	YES	PRESERVE (OFFSITE)

NOTE:
1. REFER TO ARBORIST REPORT PREPARED BY HORTSCIENCE BARTLETT CONSULTING, DIVISIONS OF THE F.A. BARTLETT TREE EXPERT COMPANY AND DATED JULY 5, 2023 FOR MORE INFORMATION.

VALLEY OAK PARTNERS
734 THE ALAMEDA
SAN JOSE, CA 95126

4503 CHEENEY STREET

Santa Clara, California

CONCEPTUAL TREE PLAN
CONCEPTUAL DESIGN PHASE
JANUARY 16, 2024

vanderToolen Associates
700 Ygnacio Valley Rd.
Suite 100
Walnut Creek, CA 94596
tel: 925.274.1305
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VTA

0' 5' 10' 20'
SCALE: 1" = 10'-0"
NORTH

L-2
Project No. 07723

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A FENCING



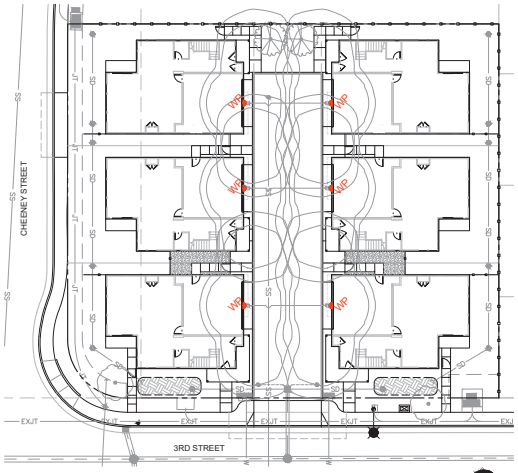
B PERMEABLE PAVERS

PROPOSED PLANT PALETTE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	QTY
TREES						
		ACER RUBRUM 'ARMSTRONG' STD	ARMSTRONG RED MAPLE	24"BOX	MOD	2
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	RP	RHAPHIOLEPIS INDICA 'PINK LADY'	PINK LADY INDIAN HAWTHORN	5 GAL	LOW	17
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	JP	JUNCUS PATENS	CALIFORNIA GRAY RUSH	1 GAL	LOW	58
	MR	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL	LOW	8



C GANG MAILBOX



D LIGHTING

SCALE: 1" = 20'-0"

LIGHTING CONCEPT STATEMENT

THE SITE LIGHTING WILL SERVE AS BOTH FUNCTIONAL LIGHTING AS WELL AS ACCENT. LIGHTING WILL MEET OR EXCEED THE MINIMUM FOOT-CANDLE LEVELS REQUIRED BY THE CITY OF SANTA CLARA. THE STYLE OF THE FIXTURES ARE PROPOSED TO COMPLEMENT THE ARCHITECTURAL CHARACTER.

THE BUILDING ENTRIES WILL BE LIT VIA ARCHITECTURALLY MOUNTED AREA DOWNLIGHTS.

THE PROPOSED DRIVEWAY IS INTENDED TO BE LIT USING WALL PACKS.

LIGHT LOCATIONS ARE SCHEMATIC FINAL LOCATIONS SHALL BE PER PHOTOMETRIC PLAN.

LIGHT FIXTURE SCHEDULE

SYMBOL	CATALOG #	HEIGHT	DESCRIPTION
WP	H.E. WILLIAMS, INC. VWM LED - VOLTAIRE MINI ARCHITECTURAL WALL PACK VWM-H-L20/740-T3-DBZ-SDGL-XX-DIM-UNV (OR EQUIVALENT)	NA	WALL PAC LIGHTS
	EXISTING STREET LIGHT	PER CITY OF SANTA CLARA STANDARDS	

TREES


ACER RUBRUM 'ARMSTRONG'


CERCIS CANADENSIS 'OKLAHOMA'

SHRUBS


AGAPANTHUS A. 'PETER PAN WHITE'


NANDINA 'FIREPOWER'


BULBINE 'TINY TANGERINE'


CEANOTHUS X 'CENTENNIAL'


PODOCARPUS 'MAKI'

BIORETENTION


CAREX DIVULSA


CHONDROPETALUM TECTORUM


JUNCUS PATENS


MUHLENBERGIA RIGENS

VALLEY OAK PARTNERS
734 THE ALAMEDA
SAN JOSE, CA 95126

4503 CHEENEY STREET

Santa Clara, California

SITE IMAGERY AND PRELIMINARY LIGHTING PLAN

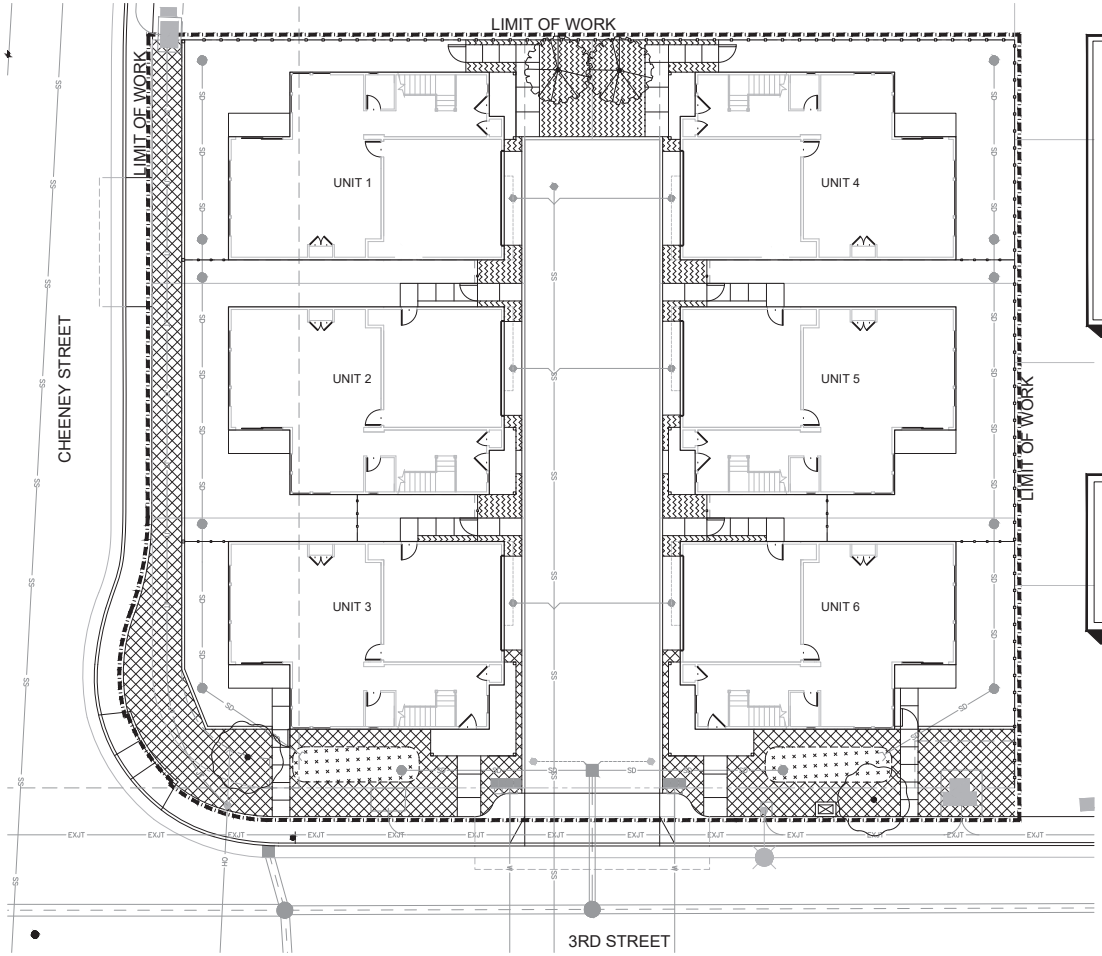
CONCEPTUAL DESIGN PHASE
JANUARY 16, 2024

vanderToolen Associates
700 Ygnacio Valley Rd.
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Walnut Creek, CA 94596
tel: 925.274.1305
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L-3

Project No. 07723

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IRRIGATION CONCEPT STATEMENT

1. THE IRRIGATION DESIGN FOR THE SITE SHALL COMPLY WITH THE STATE MANDATED MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) AND THE COUNTY OF SANTA CLARA ADOPTED MODIFIED VERSION OF MWELO.
2. THE IRRIGATION SYSTEMS WILL BE AUTOMATICALLY CONTROLLED BY AN ET/'SMART' IRRIGATION CONTROLLER CAPABLE OF MULTIPLE PROGRAMMING AND INDEPENDENT TIMING OF INDIVIDUAL IRRIGATION SYSTEMS. THE CONTROLLER WILL HAVE A 24-HOUR CLOCK TO ALLOW MULTIPLE START TIMES AND REPEAT CYCLES TO ADJUST FOR SOIL PERCOLATION RATES.
3. THE IRRIGATION SYSTEMS WILL CONSIST PRIMARILY OF LOW VOLUME, LOW FLOW BUBBLERS FOR TREES, POINT SOURCE DRIP IRRIGATION FOR SHRUBS AND GROUNDCOVERS, AND LOW-VOLUME SPRAY IRRIGATION FOR BIORETENTION PLANTINGS.
4. PLANTS WILL BE GROUPED ONTO SEPARATE VALVES ACCORDING TO SUN EXPOSURE AND WATER USE TO ALLOW FOR IRRIGATION APPLICATION BY HYDROZONE. THE IRRIGATION SCHEDULING WILL REFLECT THE REGIONAL EVAPO-TRANSPIRATION RATES. THE ENTIRE SITE WILL BE DESIGNED TO RUN DURING NIGHTTIME HOURS WHEN IRRIGATION IS MOST EFFICIENT.
5. ALL MWELO DOCUMENTATION INCLUDING IRRIGATION PLANS, WATER USE CALCULATIONS AND CERTIFICATES SHALL BE SUBMITTED WITH THE LANDSCAPE IMPROVEMENT PLANS FOR REVIEW AND APPROVAL.

IRRIGATION NOTES

1. DEPTH OF IRRIGATION LINES: ALL ON-GRADE LATERAL LINES SHALL BE BURIED TO A DEPTH OF 12" MIN. ALL ON-GRADE MAINLINES SHALL BE BURIED TO A DEPTH OF 18" MIN.

3. BACKFLOW PREVENTER: BACKFLOW PREVENTER SHALL BE A REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER (FEBCO 825Y OR EQUAL) TYPE AS APPROVED BY WATER PURVEYOR.

4. IRRIGATION SPRINKLER TYPES: ALL SPRINKLERS SHALL UTILIZE MATCHED PRECIPITATION, PRESSURE COMPENSATING NOZZLES FOR MAXIMUM UNIFORMITY OF DISTRIBUTION. IRRIGATION SYSTEMS TO BE INSPECTED PERIODICALLY FOR BROKEN OR DEFICIENT EQUIPMENT.

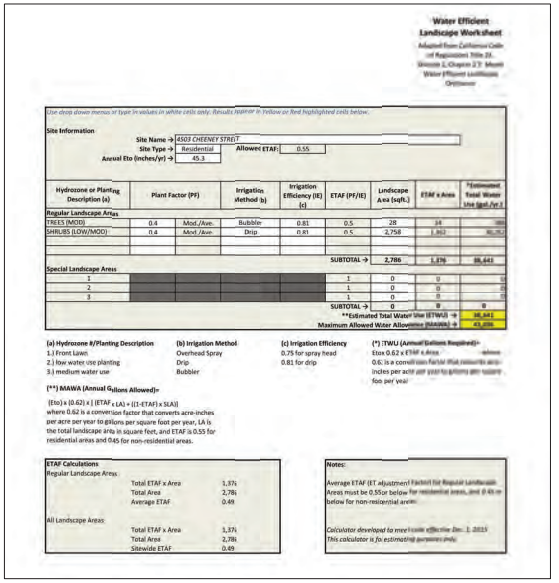
5. IRRIGATION CONTROLLERS: CONTROLLER SHALL BE AN AUTOMATIC ET (EVAPOTRANSPIRATION) WITH MULTIPLE PROGRAMMING CAPABILITY. CONTROLLER TO BE REPROGRAMMED SEASONALLY TO MINIMIZE RUNOFF OR OVER WATERING. MOISTURE SENSING DEVICES SHALL BE UTILIZED TO CONTROL IRRIGATION CYCLES ACCORDING TO SPECIFIC IRRIGATION REQUIREMENTS.

6. CLASS OF IRRIGATION PIPE: MAINLINE PIPE SHALL BE SCHEDULE 40 PVC FOR LINES 2-1/2" AND SMALLER AND CLASS 315 PVC FOR LINES 3" AND LARGER. ALL LATERAL LINE SHALL BE CLASS 200 PVC.

7. IRRIGATION EMITTERS: ALL SHRUB/ GROUNDCOVER AREAS SHALL BE IRRIGATED USING DRIP IRRIGATION SYSTEM. ALL TREE AREAS SHALL BE IRRIGATED USING BUBBLER IRRIGATION SYSTEM.

HYDROZONE LEGEND

- TREES, SHRUBS & GROUNDCOVERS - SOUTH/ WEST
- TREES, SHRUBS & GROUNDCOVERS - NORTH/ EAST
- BIORETENTION



Water Efficient Landscape Worksheet

Site Information

Site Name → 4503 CHEENEY STREET
Site Type → Residential
Anevul Eto (inches/yr) → 45.3
Allowed ETAF: 0.55

Hydrozone or Planting Description (a)	Plant Factor (PF)	Irrigation Method (b)	Irrigation Efficiency (IE) (c)	ETAF (PF/IE)	Landscape Area (sqft.)	ETAF x Area	*Estimated Total Water Use (gal./yr.)
Regular Landscape Areas							
TREES (MOD)	0.4	Mod./Ave.	Bubbler	0.81	0.5	28	14
SHRUBS (LOW/MOD)	0.4	Mod./Ave.	Drip	0.81	0.5	2,758	1,362
					SUBTOTAL →	2,786	1,376
Special Landscape Areas							
1					1	0	0
2					1	0	0
3					1	0	0
					SUBTOTAL →	0	0
					**Estimated Total Water Use (ETWU) →		38,641
					Maximum Allowed Water Allowance (MAWA) →		43,494

(a) Hydrozone #/Planting Description
1.) Front Lawn
2.) low water use planting
3.) medium water use

(b) Irrigation Method
Overhead Spray
Drip
Bubbler

(c) Irrigation Efficiency
0.75 for spray head
0.81 for drip

(*) ETWU (Annual Gallons Required)=
Eto x 0.62 x ETAF x Area
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, and ETAF is 0.55 for residential areas and 0.45 for non-residential areas.

(**) MAWA (Annual Gallons Allowed)=
(Eto) x (0.62) x [(ETAF x LA) + ((1-ETAF) x SLA)]
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, and ETAF is 0.55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations
Regular Landscape Areas:
Total ETAF x Area 1,371
Total Area 2,786
Average ETAF 0.49
All Landscape Areas:
Total ETAF x Area 1,371
Total Area 2,786
Sitewide ETAF 0.49

Notes:
Average ETAF (ET Adjustment Factor) for Regular Landscape Areas must be 0.55or below for residential areas, and 0.45 or below for non-residential areas.
Calculator developed to meet code effective Jan. 1, 2015
This calculator is for estimating purposes only.

VALLEY OAK PARTNERS
734 THE ALAMEDA
SAN JOSE, CA 95126

4503 CHEENEY STREET

Santa Clara, California

CONCEPTUAL IRRIGATION HYDROZONE PLAN

CONCEPTUAL DESIGN PHASE
JANUARY 16, 2024

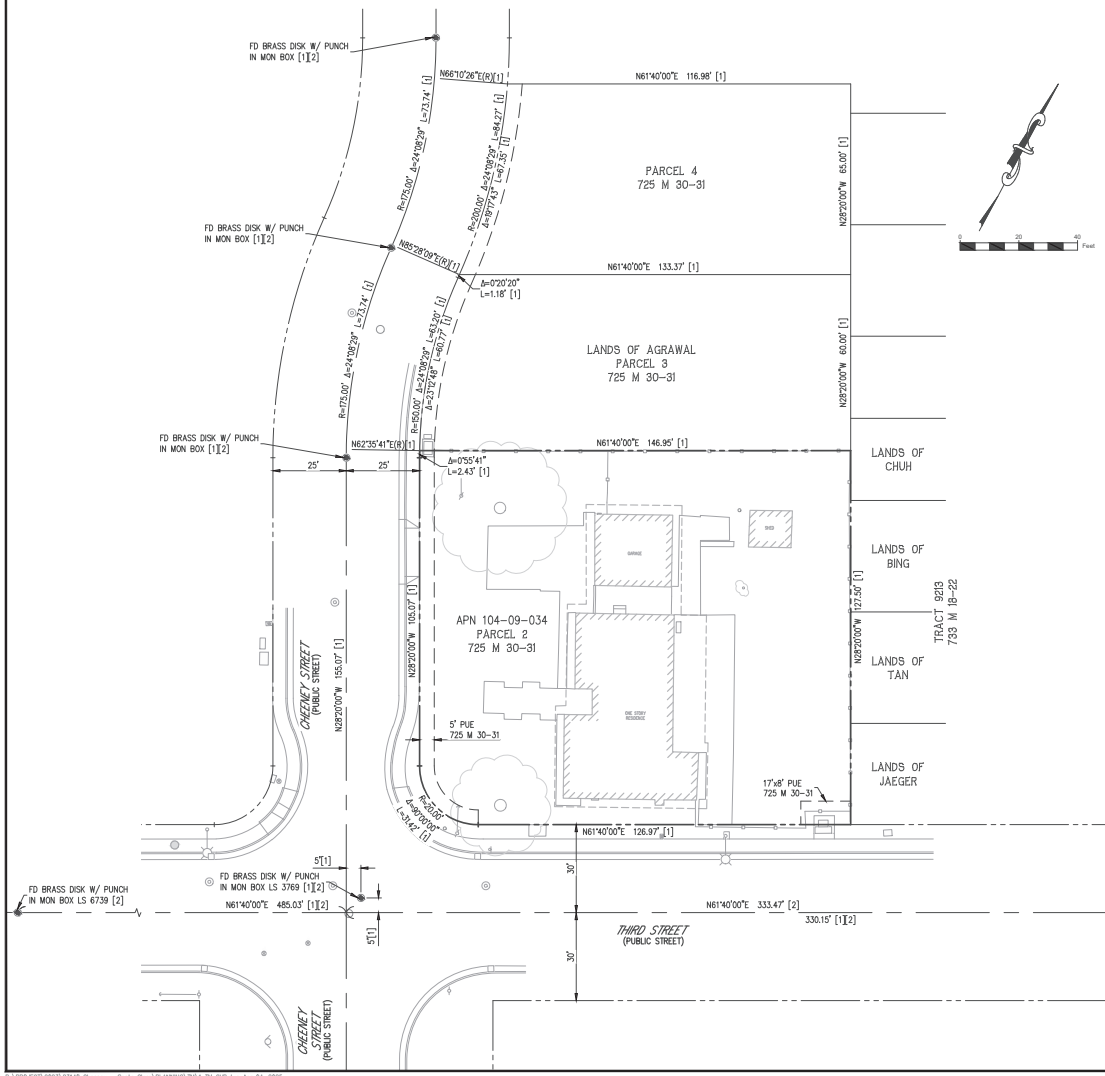
vanderToolen Associates
700 Ygnacio Valley Rd.
Suite 100
Walnut Creek, CA 94596
tel: 925.274.1305
www.vandertoolen.com

0' 5' 10' 20'
SCALE: 1" = 10'-0"
NORTH

L-4
Project No. 07723

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VESTING TENTATIVE MAP
4503 CHEENEY STREET
FOR UP TO 6 CONDOMINIUM UNITS
SANTA CLARA CALIFORNIA



GENERAL NOTES

OWNER & SUBDIVIDER: CHEENEY HOMES, LLC
734 THE ALAMEDA
SAN JOSE, CA 95126

ENGINEER: CIVIL ENGINEERING ASSOCIATES, INC.
28 RAILWAY AVENUE
CAMPBELL, CALIFORNIA 95008

1. EXISTING ZONING: R1-6L – SINGLE FAMILY
2. EXISTING GP DESIGNATION: LOW DENSITY RESIDENTIAL
3. EXISTING USE: RESIDENTIAL
4. PROPOSED ZONING: PD (PLANNED DEVELOPMENT)
5. PROPOSED USE: RESIDENTIAL
6. PROPOSED IMPROVEMENTS: DEMOLISH EXISTING BUILDINGS AND PARKING LOTS TO CONSTRUCT RESIDENTIAL SINGLE FAMILY BUILDINGS. CONSTRUCT UTILITY SERVICES INCLUDING STORM, SANITARY SEWER, WATER AND JOINT TRENCH.
7. VESTING TENTATIVE MAP: THIS VESTING TENTATIVE MAP IS BEING FILED IN ACCORDANCE WITH CHAPTER 3, ARTICLE 2, SECTION 66452 OF THE SUBDIVISION MAP ACT.
8. BOUNDARY: BOUNDARY INFORMATION IS BASE ON RECORD AND FIELD DATA.
9. EASEMENTS: EMERGENCY VEHICLE ACCESS EASEMENT, PUBLIC UTILITY EASEMENT, PUBLIC ACCESS EASEMENT, PRIVATE ACCESS EASEMENT, STORM DRAIN EASEMENT, PUBLIC ROADWAY EASEMENT AND PUBLIC LANDSCAPE EASEMENT WILL BE PROVIDED.
10. BOUNDARIES AND EASEMENTS DEPICTED HEREON HAVE BEEN TRANSCRIBED FROM THE DOCUMENTS REFERENCED BELOW. PORTIONS OF THESE MAY HAVE BEEN REORIENTED TO FIT TOGETHER. THIS MAY NOT BE COMPLETE OR ACCURATE. SEE COMMENTARY BELOW.

    TITLE REPORTS BY OLD REPUBLIC TITLE COMPANY;
    ORDER NUMBER 0631038265-RP DATED JUNE 12, 2023
11. BASIS OF BEARINGS: THE BEARING OF NORTH 61°40'00" EAST ALONG THE CENTER LINE OF THIRD STREET AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED IN BOOK 725 OF MAPS AT PAGE 30 AND 31 SANTA CLARA COUNTY RECORDS WAS USED AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.
12. BENCHMARK: VALLEY WATER ID BM098. BRASS DISK ON TOP AND BACK OF SIDEWALK AT THE WESTERLY CORNER OF INTERSECTION FOR AGNEWS ROAD AND SAN TOMAS CREEK (SAN TOMAS CREEK IS LOCATED BETWEEN MISSION BOULEVARD AND LAKE SANTA CLARA DRIVE. CITY OF SANTA CLARA. NAVD88 ELEVATION = 25.66.
13. FEMA: THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBERS 06085C0063H, DATED MAY 18, 2009, AS BEING PARTIALLY LOCATED IN FLOOD ZONE "ZONE X (SHADED)":

    AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
14. ASSESSOR'S PARCEL NO.: 104-09-034
15. STORM SEWER TO BE SERVICED BY CITY OF SANTA CLARA
16. WATER TO BE PROVIDED BY CITY OF SANTA CLARA
17. SANITARY SEWER TO BE PROVIDED BY CITY OF SANTA CLARA
18. FIRE PROTECTION IS TO BE PROVIDED BY CITY OF SANTA CLARA
19. GAS IS TO BE PROVIDED BY PG&E
20. ELECTRIC IS TO BE PROVIDED BY SILICON VALLEY POWER
21. TELEPHONE IS TO BE PROVIDED BY AT&T
22. CABLE TV IS TO BE PROVIDED BY COMCAST
23. EXISTING LOTS: 1
24. PROPOSED LOTS: 1
25. TOTAL AREA: 0.428± ACRES
26. MULTIPLE FINAL MAPS MAY BE FILED PRIOR TO THE EXPIRATION OF THE TENTATIVE MAP.
27. THIS SUBDIVISION WILL CONFORM TO THE STREET TREE PLAN OF THE CITY OF SANTA CLARA.
28. DEMOLITION PERMITS MAY BE ISSUED PRIOR TO ISSUANCE OF FINAL BUILDING PERMITS AND RECORDANCE OF THE FINAL MAP.
29. ALL DIMENSIONS DEPICTED HEREON ARE APPROXIMATE AND ARE SUBJECT TO REVISION AT FINAL MAP(S) STAGE.
30. TOPOGRAPHY PROVIDED BY: CIVIL ENGINEERING ASSOCIATES, INC
31. ANY EXISTING SANITARY SEWER LATERALS PROPOSED TO BE REUSED MUST BE TELEVISED BY CITY OF SANTA CLARA AND APPROVED BY THE CITY BEFORE REUSE. A SANITARY LATERAL CLEAN-OUT SHALL BE INSTALLED AT THE PROPERTY LINE, IF ONE DOES NOT ALREADY EXIST WITHIN TWO (2) FEET OF THE PROPERTY LINE. ANY TRENCHING WITHIN THE DRIPLINE OF ALL TREES SHALL BE HAND DUG AND SO NOTED ON THE PLANS. ALL UTILITIES SERVING THE SITE SHALL BE UNDERGROUND.
32. ALL EXISTING BUILDINGS ARE TO BE REMOVED.
33. ALL EXISTING EASEMENTS ARE TO BE VACATED UNLESS NOTED OTHERWISE.



VICINITY MAP
NOT TO SCALE

ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
E	EAST
N	NORTH
PUE	PUBLIC UTILITY EASEMENT
S	SOUTH
W	WEST

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY
- EXISTING LOT LINE
- CENTER LINE
- EXISTING EASEMENT LINE

MAP REFERENCES

[1] PARCEL MAP – 725 M 30-31
[2] TRACT 9213 – 733 M 18-22

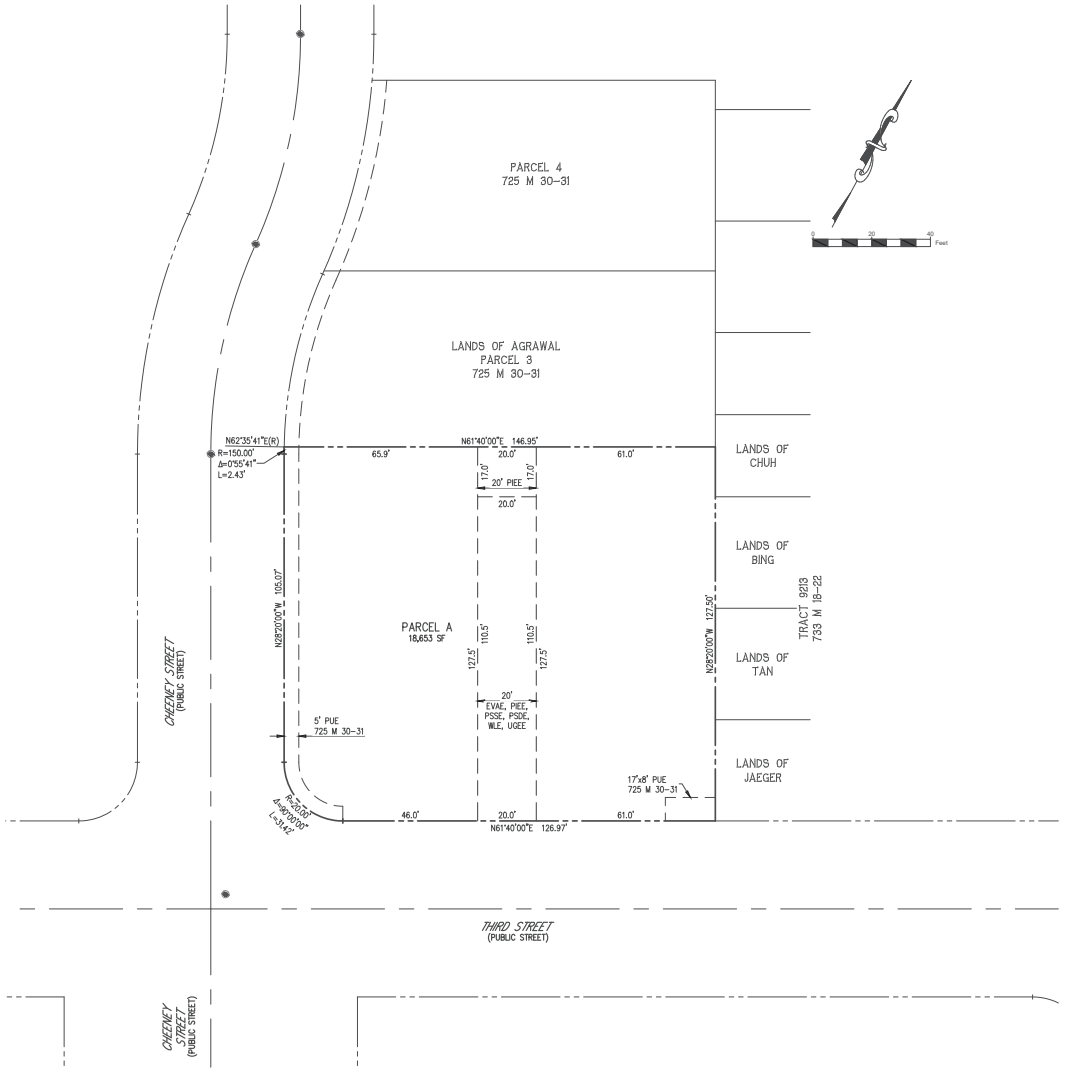
NO.	DATE	REVISIONS	BY

Civil Engineering Associates
Civil Engineers • Planners • Surveyors
28 Railway Avenue
Campbell, CA 95008
T: (408) 453-1066

PREPARED FOR:
VALLEY OAK PARTNERS
734 THE ALAMEDA
SAN JOSE, CA 95126
T: (408) 283-2700
F: (408) 294-3797

4503 CHEENEY STREET
VESTING TENTATIVE MAP
SANTA CLARA CALIFORNIA

DATE	4/4/2025
SCALE	SEE PLAN
DESIGNED	JG
DRAWN	CH
JOB NO.	23-148
SHEET	TM1
	1 OF 2 SHEETS



ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
E	EAST
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
N	NORTH
PIEE	PRIVATE INGRESS & EGRESS EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PSYE	PRIVATE SIDE YARD EASEMENT
PUE	PUBLIC UTILITY EASEMENT
S	SOUTH
UGEE	UNDERGROUND ELECTRICAL EASEMENT
WLE	WATER LINE EASEMENT
W	WEST

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY
- LOT LINE
- EXISTING LOT LINE
- CENTER LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE

NO.	DATE	REVISIONS	BY

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VESTING TENTATIVE MAP

DATE	4/4/2025
SCALE	SEE PLAN
DESIGNED	JG
DRAWN	CH
JOB NO.	23-148
SHEET	TM2
	2 OF 2 SHEETS