City of Stockton

City Council/Successor Agency of the Redevelopment Agency/Public Financing Authority/Parking Authority Concurrent Agenda

Meeting Agenda - Final

City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority/Parking Authority Concurrent

Kevin J. Lincoln II, Mayor/Chair (At Large)
Kimberly Warmsley, VIce Mayor (District 6)
Michele Padilla (District 1)
Daniel R. Wright (District 2)
Michael Blower (District 3)
Susan Lenz (District 4)
Brando Villapudua (District 5)

Tuesday, June 4, 2024 **3:00 PM** **Council Chamber, City Hall, 425 N. El Dorado Street, Stockton CA**

Closed Session 3:00 PM :: Regular Session 5:30 PM

1. CLOSED SESSION CALL TO ORDER/ROLL CALL

2. ADDITIONS TO CLOSED SESSION AGENDA

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 24-0578 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Number of Cases: One

Name of Case: Traffic Signal Technician Francis Koenig, (Workers' Compensation Appeals Board Case No.ADJ1589496)

This Closed Session is authorized pursuant to section 54956.9(d)(1) of the Government Code to discuss matters pertaining to existing litigation.

Department: City Attorney

3.2 24-0579 **CONFERENCE WITH LABOR NEGOTIATOR**

Recommended Action: Agency Designated Representative: City Manager Harry Black

Employee Organizations: Unrepresented Units, Stockton City Employees' Association, Operating Engineer's Local 3, Mid-Management/Supervisory Level Unit, Unrepresented Management/Confidential, Law Department, Stockton Police Management Association, Stockton Firefighters Local 456 International Association of Firefighters, Stockton Fire Management, Stockton Police Officers' Association (SPOA)

This Closed Session is authorized pursuant to section 54957.6(a) of the Government Code.

Department: City Attorney

3.3 24-0580 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: City Manager

This Closed Session is authorized pursuant to Government Code section 54957(b).

Department: City Attorney

3.4 24-0581 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: City Attorney

This Closed Session is authorized pursuant to Government Code section 54957(b).

Department: City Attorney

3.5 24-0582 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Recommended Action: Interim City Clerk

This Closed Session is authorized pursuant to Government Code section 54957(b).

Department: City Attorney

3.6 24-0583 **CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION**

Number of Cases: One

Based on existing facts and circumstances a point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, there is a significant exposure to litigation against the local agency pursuant to Government Code sections 54956.9(d)(2) and 54956.9(e)(3).

Department: City Attorney

3.7 24-0584 **PUBLIC EMPLOYMENT:**

Recommended Action: City Clerk

This Closed Session is authorized pursuant to Government Code section 54957(b).

Department: City Attorney

3.8 24-0602 **CONFERENCE WITH LABOR NEGOTIATORS**

Recommended Action: Agency Designated Representative: City Manager Harry Black and City Attorney Lori Asuncion

Unrepresented employee: City Clerk

This Closed Session is authorized pursuant to section 54957.6 of the Government Code.

Department: City Attorney

4. CLOSED SESSION PUBLIC COMMENT*

5. RECESS TO CLOSED SESSION

6. REGULAR SESSION CALL TO ORDER/ROLL CALL

7. INVOCATION/PLEDGE TO FLAG

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

9. ADDITIONS TO REGULAR SESSION AGENDA***

10. RECOGNITIONS, ANNOUNCEMENTS, OR REPORTS

10.1 24-0571 **PROCLAMATION - NATIONAL GUN VIOLENCE AWARENESS MONTH**

Department: Office of the Mayor

10.2 24-0573 **PROCLAMATION - BALLOONS OVER BULLETS DAY**

Department: Office of the Mayor

10.3 24-0599 **PROCLAMATION - NECROTIZING FASCIITIS AWARENESS DAY**

Department: Office of the Mayor

11. PUBLIC COMMENTS* – MATTERS NOT ON THE AGENDA

12. CONSENT AGENDA

12.1 24-0559 **ACCEPT THE QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED MARCH 31, 2024**

Recommended Action: RECOMMENDATION

It is recommended that the City Council accept by motion the Quarterly Investment Report for the quarter ended March 31, 2024.

Department: Administrative Services

Attachments: Attachment A -COMBINED QUARTERLY INVESTMENT REPORTS AT 03-31-2

Attachment B - Certification of Quarterly Investment

12.2 24-0566 **ADOPT A RESOLUTION APPOINTING A MEMBER TO THE MEASURE W OVERSIGHT COMMITTEE**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution ratifying the appointment to the Measure W Committee of Anthony Sprague for a partial term commencing immediately and ending on January 31, 2025

Department: City Clerk

Attachments: Attachment A - Redacted Application.pdf

Proposed Resolution - Appointment.docx

12.3 24-0569 **ADOPT A RESOLUTION APPOINTING A MEMBER OF THE MEASURE A CITIZENS' ADVISORY COMMITTEE**

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a resolution ratifying the appointment of Daniel Offield to the Measure A Citizens' Advisory Committee for a term beginning immediately upon appointment and ending January 31, 2027.

Department: City Clerk

Attachments: Attachment A - Redacted Application

Proposed Resolution

12.4 24-0577 **NOMINEES FOR THE CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES FACILITY CITIZENS' ADVISORY COMMITTEE**

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to nominate Dharma Arokiadass and Danielle Hibbitts to the California Correctional Health Care Services Advisory Committee (CAC), for selection by the Warden of the California Department of Corrections and Rehabilitation (CDCR).

Department: City Clerk

Attachments: Attachment A - Redacted Applications.pdf

12.5 24-0350 **APPOINTMENT TO THE SAN JOAQUIN COUNTY REGIONAL**

TRANSIT DISTRICT BOARD

Recommended Action: RECOMMENDATION

It is recommended that City Council adopt a resolution reappointing Gary Giovanetti to the San Joaquin County Regional Transit District Board, for a term commencing July 1, 2024 and ending June 30, 2028.

Department: City Clerk

Attachments: Attachment A - Redacted Application

Proposed Resolution - Appointment

12.6 24-0398

APPROVE MOTION TO EXECUTE A THREE-YEAR COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT WITH ADVANCED HELICOPTER SERVICES FOR HELICOPTER MAINTENANCE IN AN AMOUNT NOT TO EXCEED $385,650

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Authorize the City Manager to execute a three-year Cooperative/Piggyback Purchase Agreement between the City of Stockton and Advanced Helicopter Services (AHS) for helicopter maintenance not to exceed $385,650.

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process; and

3. It is further recommended that the City Manager is hereby authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Department: Police

Attachments: Attachment A - Coop Agmt - Advanced Helicopter Services

12.7 24-0487

APPROVE MOTION TO EXECUTE AN AMENDMENT TO THE STANDARD AGREEMENT WITH JOCELYN E. ROLAND, PH.D., ABPP, IN THE AMOUNT OF $117,840

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Authorize the City Manager to approve an amendment to the agreement with Jocelyn. E. Roland, Ph.D., ABPP, by executing a two-year extension, at a cost of $117,840.

2. Approve findings pursuant to the Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

3. Authorize and direct the City Manager to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Department: Police

Attachments: Attachment A - Amendment 1 - Jocelyn E Roland

12.8 24-0546 **APPROVE A MOTION TO ENTER INTO A COOPERATIVE AGREEMENT WITH SHI GOVERNMENT SOLUTIONS AND THEIR AUTHORIZED DEALER, CITY DETECT INC. THROUGH OMNIA PARTNERS FOR TOTAL CLOUD SOLUTIONS AND SERVICES**

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Authorize the City Manager to execute a cooperative agreement (Attachment A) with SHI Government Solutions and their authorized dealer, City Detect, to provide Total Cloud Solutions and Services through a cooperative contract with Omnia Partners Contract Number R220804, for a total not-to-exceed amount of $712,800, and a term from June 1, 2024 through September 30, 2025, with the option to renew for two (2) additional one-year extensions;

2. Approve findings pursuant to Stockton Municipal Code Section 3.68.070 in support of an exception to the competitive bid process; and

3. Authorize the City Manager to take necessary and appropriate actions to carry out the purpose and intent of this motion.

Department: Police

Attachments: Attachment A - Coop Agreement with Omni Partners

12.9 24-0558 **APPROVE A MOTION TO ESTABLISH THE PRE-QUALIFIED CONSTRUCTION CONTRACTOR BIDDERS LIST FOR THE ANIMAL SHELTER RENOVATION PROJECT**

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to establish the Pre-Qualified Construction Contractor Bidders List for the Animal Shelter Renovation, Project No. P023001.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Department: Public Works

Attachments: Attachment A - Vicinity Map

Attachment B - Pre-Qualified Bidders List

12.10 24-0325 APPROVE MOTION TO AUTHORIZE A CONTRACT EXTENSION FOR THE STREETSCAPE LANDSCAPE MAINTENANCE PROJECT

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

2. Authorize the City Manager to execute a three-year extension to the Service Contract with Al Fresco Landscaping, Inc. of Hollister, CA, in the amount of $7,234,026.95, for a new total not to exceed amount of $17,444,364.13 for the Streetscape Landscape Maintenance, Project No. OM-19-010.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Department: Public Works

Attachments: Attachment A - Standard Agreement Amendment No. 3

12.11 24-0344 APPROVE MOTION TO AUTHORIZE A COOPERATIVE PURCHASE AGREEMENT TO COMPLETE FUEL MANAGEMENT SYSTEM TERMINAL UPGRADES

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

2. Approve the use of a Cooperative Purchase Agreement through Sourcewell Contract No. 092920-EJW, to provide the City preferential pricing from E.J. Ward, Inc.

3. Authorize a contract with E.J. Ward, Inc. of San Antonio, TX, in the amount of $522,809.91 for the purchase and installation of new fuel terminals and fuel dispensing pumps, including necessary equipment and software, to complete fuel site upgrades at the Main Police Department, Municipal Utilities Department, and Public Works Operations and Maintenance fueling sites.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Department: Public Works

Attachments: Attachment A - Cooperative Agreement with EJ Ward

12.12 24-0519 APPROVE MOTION TO AUTHORIZE CONTRACT CHANGE ORDER NO. 2 FOR THE ON-CALL PARKS PUMP REPAIRS PROJECT

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Authorize Contract Change Order No. 2 in the amount of $50,000 with Cornerstone Environmental Contractors, Inc. for the On-Call Parks Pump Repairs, Project No. OM-23-085.

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Department: Public Works

Attachments: Attachment A - CCO No. 2 with Cornerstone

12.13 24-0541 APPROVE MOTION TO AUTHORIZE THE AQUATIC FACILITIES RENOVATIONS - VICTORY PARK POOL PROJECT

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

2. Approve and establish the Pre-Qualified Construction Contractor Bidders List for the Aquatic Facilities Renovations - Victory Park Pool, Project No. CR18020.

3. Award a Professional Services Contract in the amount of $607,706 to Roebbelen Construction Management Services, Inc. of El Dorado Hills, CA, for construction management services for the Aquatic Facilities Renovations - Victory Park Pool, Project No. CR18020.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Department: Public Works

Attachments: Attachment A - Vicinity Map

Attachment B - Pre-Qualified Bidders List

Attachment C - Professional Services Contract

13. ADMINISTRATIVE MATTERS

14. UNFINISHED BUSINESS

15. NEW BUSINESS

16. HEARINGS**

16.1 24-0378 ACCEPT THE 2023 ECONOMIC DEVELOPMENT SUBSIDY ANNUAL REPORT

Recommended Action: RECOMMENDATION

It is recommended that the City Council, by motion:

1. Accept the 2023 Economic Development Subsidy Annual Report, which includes all City-provided subsidies to developers for economic development purposes over $100,000; and

2. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Department: Community Development

Attachments: Attachment A - Government Code 53083

Attachment B - Economic Development Subsidy 2023 Report

PPT -16.1 2023 Economic Development Subsidy Annual Rpt

16.2 24-0410 **APPEAL OF THE PLANNING COMMISSION APPROVAL OF A TENTATIVE MAP, AND DESIGN REVIEW TO ALLOW THE SUBDIVISION OF AN EXISTING PARCEL INTO FIVE LOTS FOR RETAIL AND SERVICE COMMERCIAL DEVELOPMENT AT 10505 TRINITY PARKWAY (P23-0266) (APN 066-020-04)**

Recommended Action: RECOMMENDATION

It is recommended that City Council adopt a resolution to:

1. Find no further environmental review is necessary from the California Environmental Quality Act (CEQA) as an Environmental Impact Report (EIR 3-87) (SCH #1987032415) was adopted and certified by the City of Stockton for the identified area and are companion documents to the Master Development Plan (MDP 1-00) adopted by City; and

2. Deny the Appeal and uphold the Planning Commission's approval of a Tentative Map and Design Review, subject to conditions, in accordance with the findings and subject to conditions in the proposed Resolution.

Department: Community Development

Attachments: Attachment A - Aerial Photo

Attachment B - General Plan Land Use

Attachment C - Zoning Map

Attachment D - Appeal

Proposed Resolution - Approving

Exhibit 1 - Tentative Map

Exhibit 2 - Project Plans

Exhibit 3 - Project Architecture

PPT - 16.2 Appeal PC Decision 10500 Trinity Pkwy ((23-0266)

16.3 24-0492 **HOLD PUBLIC HEARING TO APPROVE THE ANNUAL BUDGET AND ASSESSMENT ROLLS FOR THE 2024-25 HOLIDAY PARK MAINTENANCE DISTRICT**

Recommended Action: RECOMMENDATION

This scheduled noticed public hearing is being held to consider public comments and testimony regarding the Holiday Park Maintenance District 2024-25 proposed Assessment budget and the levy of assessments.

At the conclusion of the public hearing, if a majority protest does not exist, it is recommended that the City Council adopt a resolution to:

1. Override any and all public hearing protests.

2. Approve the Annual Budget for Holiday Park Budget for FY2024-25.

3. Confirm and approve the assessment of $46,598 for the Holiday Park Maintenance District for FY2024-25.

4. Authorize the City of Stockton Chief Financial Officer to assess those parcels within the assessment district.

5. Certify the assessments meet the requirements pertaining to the levy of annual assessments.

6. Approve a subsidy in the amount of $132,973, $1,911 from the General Fund (100-125) and $131,062 from the Strong Communities Fund (210-000) to continue operations and maintenance of the facility.

7. Authorize the City Manager to take appropriate actions to carry out the purpose and intent of the resolution.

Department: Community Services

Attachments: Attachment A - Holiday Park Budget FY24 - 25

Attachment B - Holiday Park Assessment District Map

Proposed Resolution - Holiday Park FY24 - 25

PPT - 16.3 2024-25 Holiday Park Maint District Asmt

16.4 24-0504 **HOLD PUBLIC HEARING FOR APPROVAL OF THE ANNUAL ENGINEER'S REPORT, FY 2024-25 ANNUAL BUDGET, AND CONFIRM AND LEVY ASSESSMENTS FOR THE STOCKTON CONSOLIDATED STORM DRAINAGE MAINTENANCE ASSESSMENT DISTRICT 2005-1**

Recommended Action: RECOMMENDATION

The City Council, at its meeting on April 16, 2024, preliminarily approved and confirmed the Engineer's estimate of costs and expenses of the Consolidated Storm Drainage Maintenance Assessment District 2005-1 and the annual assessments related thereto and set a required public hearing for June 4, 2024.

It is recommended that the City Council now conduct a public hearing to consider public comment and testimony regarding the approval and adoption of the annual budgets and assessment rolls for the District.

After the public hearing, if a majority protest based on assessment amount does not exist, it is recommended that the City Council adopt a resolution to:

1. Overrule all public hearing protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the District in each zone.

2. Approve and adopt the Stockton Consolidated Storm Drainage Maintenance Assessment District No. 2005-1 (District) Annual Engineer's Report for the Fiscal Year (FY) 2024-25, which contains the budget for each zone.

3. Confirm and levy the assessments for each zone as set forth in the Report.

4. File the assessments of a copy thereof, certified by the City Clerk or other City official, with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2024-25 tax roll as set forth in the Annual Engineer's Report on file with the City Clerk.

It is further recommended that the City Manager be authorized to take all appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Municipal Utilities

Attachments: Attachment A - District Zones Location Map

Attachment B - Summary of Consolidated District Budget-24-25

Proposed Resolution - Consolidated District 2024-25

PPT- 16.4 2024-25 Consolidated Storm Drain Assmt Districts

16.5 24-0529 **HOLD PUBLIC HEARING FOR APPROVAL OF THE ENGINEER'S REPORT, FY 2024-25 ANNUAL BUDGETS, AND ASSESSMENTS FOR INDUSTRIAL STORM DRAINAGE BASIN MAINTENANCE DISTRICTS**

Recommended Action: RECOMMENDATION

It is recommended that the City Council conduct the public hearing called for at its meeting on April 16, 2024, to consider public comment and testimony regarding the approval and adoption of the annual budgets and assessment rolls for the six districts listed below (each a "District").

At the conclusion of the public hearing, if less than fifty percent of the owners of the assessable lands within a district file a protest of the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt resolutions to:

1. Overrule all public hearing protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in each District, provided, as to each District, no majority protest exists.

2. Approve and adopt the preliminary Fiscal Year (FY) 2024-25 annual budget for each District.

3. Confirm and levy FY 2024-25 assessments for each of the following six industrial storm drainage basin maintenance Assessment Districts (Districts):

1) Western Pacific Industrial Park Storm Drainage Basin Maintenance District, Project Number 81-1 (Western Pacific)

2) Charter Way Industrial Site Storm Drainage Basin Maintenance District, Project Number 86-4 (Charter Way)

3) Arch Road Industrial Park Storm Drainage Basin Maintenance District, Project Number 84-2 (Arch Road)

4) Airport Gateway Center Storm Drainage Basin Maintenance District (Airport Gateway)

5) Stockton Airport Business Center Storm Drainage Basin Maintenance District, Project Number 84-1 (Stockton Airport)

6) North Newcastle Storm Pump Station and Basin Maintenance District, Project Number 20-1 (North Newcastle)

4. Approve and adopt the Engineer's Report (Report) showing the FY 2024-25 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith as the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

5. Approve, confirm, and levy the assessments, as described in the Report, of the annual amount of costs and expenses to maintain and operate the improvements upon the several subdivisions of land in each District, in proportion to the estimated benefits to be received by said subdivisions from the operation of said improvements and of the related

incidental expenses as described in each respective Report.

It is further recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of these resolutions.

Department: Municipal Utilities

Attachments: Attachment A - Storm Drainage Basin Districts Map

Attachment B - Budgets and Fund Balance Projections

Proposed Resolution - Airport Gateway Center

Proposed Resolution - Arch Road Industrial Park

Proposed Resolution - Charter Way Industrial

Proposed Resolution - North Newcastle

Proposed Resolution - Stockton Airport Business Center

Proposed Resolution - Western Pacific Industrial Park

PPT 16.5 - 2024-25 Industrial Assessment Districts-Basin

16.6 24-0437 **ADOPT THE BUDGET FOR THE FISCAL YEAR 2024-25 STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 96-2**

Recommended Action: RECOMMENDATION

This public hearing is to consider public comments and testimony regarding the Fiscal Year (FY) 2024-25 Stockton Consolidated Landscape Maintenance Assessment District No. 96-2 (Consolidated Landscape District) Annual Engineer's Report, budget, and levy of assessments.

After the public hearing, if owners of more than 50 percent of the area of assessable lands within the Consolidated Landscape District have not protested the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt a resolution to:

1. Overrule any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the Consolidated Landscape District in each zone.

2. Approve and adopt the Consolidated Landscape District's Annual Engineer's Report for the FY 2024-25 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.

3. Certify that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2024-25 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. Confirm that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the Consolidated Landscape District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2024-25. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for maintenance and operation of public parks and landscape improvements in public rights-of-way and public open spaces.

5. Authorize the City Manager or designee, on behalf of the City Clerk, to file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2024-25 tax roll for the parcels in the Consolidated Landscape District and each zone within the Consolidated Landscape District as set forth in the Annual Engineer's Report on file with the City Clerk.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Public Works

Attachments: Attachment A - Vicinity Map

Attachment B - Proposed FY 2024-25 Budget

Attachment C - Summary of Zones

Proposed Resolution

PPT -16.6 2024-25 Consolidated Landscape Maint Dist

16.7 24-0438 **ADOPT THE BUDGET FOR THE FISCAL YEAR 2024-25 CENTRAL STOCKTON LIGHTING MAINTENANCE ASSESSMENT DISTRICT**

Recommended Action: RECOMMENDATION

This public hearing is to consider public comments and testimony regarding the Fiscal Year (FY) 2024-25 Central Stockton Lighting Maintenance Assessment District (District) Annual Engineer's Report, budget, and levy of assessments.

After the public hearing, if owners of more than 50 percent of the area of assessable lands within the District have not protested the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt a resolution to:

1. Overrule any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the District in each zone.

2. Approve and adopt the District's Annual Engineer's Report for the FY 2024-25 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.

3. Certify that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2024-25 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. Confirm that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2024-25. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for administration, maintenance, and operation of the Central Stockton Lighting Maintenance Assessment District, Zone 4, Oxford Manor.

5. Authorize the City Manager or designee, on behalf of the City Clerk, to file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2024-25 tax roll for the parcels in the District, Zone 4, Oxford Manor, as set forth in the Annual Engineer's Report on file with the City Clerk.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Department: Public Works

Attachments: Attachment A - Vicinity Map

Attachment B - Proposed FY 2024-25 Budget

Proposed Resolution

PPT - 16.7 - Central Stockton Lighting Maint Assessment Dist

16.8 24-0450 **RECEIVE RECOMMENDATION OF PROPOSED CHARTER AMENDMENT LANGUAGE AND HOLD PUBLIC HEARING TO SOLICIT COMMUNITY FEEDBACK REGARDING CHARTER ARTICLES XI AND XI-A RELATED TO THE PUBLIC INFORMATION OFFICE**

Recommended Action: RECOMMENDATION

Staff recommends that the City Council receive the proposed Charter amendment language for Articles XI and XI-A regarding the Public Information Office and hold the second public hearing to solicit community feedback related to these recommendations.

Department: City Clerk

Attachments: Attachment A - Proposed Charter Amendment (redline)

PPT

17. CITY MANAGER'S UPDATE

18. COUNCIL COMMENTS

19. ADJOURNMENT

INFORMATIONAL ITEMS

1. 24-0589 **COUNCIL COMMITTEE/BOARD AND COMMISSION MINUTES**

Recommended Action: RECOMMENDATION

Information item only. No action required.

Department: City Clerk

Attachments: Council Budget 2024-03-29

Council Legislation 2024-03-20

Council Legislation 2024-04-17

CSC 2024-03-21

CSC 2024-04-18

CERTIFICATE OF POSTING

I declare, under penalty of perjury, that I am employed by the City of Stockton and that I caused this agenda to be posted in the City Hall notice case on May 30, 2024 in compliance with the Brown Act.

Katherine Roland, CMC, CPMC
Interim City Clerk

By: Allison K. Lambertson Digitally signed by Allison K. Lambertson Date: 2024.05.30 16:21:36 -07'00'

Deputy

PUBLIC COMMENTS
**Citizens may comment on any subject within the jurisdiction of the City Council/Successor Agency to the Redevelopment Agency/Public Finance Authority/Parking Authority, including items on the Agenda. Each speaker is limited to two minutes. Speakers must submit "Request to Speak" cards to the City Clerk, and be prepared to speak when called. No speaker cards will be received after the close of the Citizen's Comments portion of the meeting.*

***Speakers should hold comments on items listed as a Hearing until the Hearing is opened.*

The City of Stockton invites public comments in multiple forms. You provide your comments by using one of these methods:

1. Email - you may email your comments to city.clerk@stocktonca.gov
2. Voicemail - you can leave a voice message by dialing (209) 937-8459.
3. In-Person Comments - a) Speakers must submit "request to speak cards" to the Clerk prior to the Public Comment portion of the agenda. No speaker cards will be accepted after the close of Public Comment. Please redirect any inquiries to City.Clerk@stocktonca.gov. b) Address only issues over which the meeting body has jurisdiction. c) Each speaker will be limited to one 2-minute comment opportunity. Donating time is not authorized. d) Your time will be displayed on the speaker podium for convenience.
**All written and voicemail public comments received by the Clerk's Office 90 minutes prior to the meeting start time will be forwarded to the meeting body members as correspondence and attached the minutes. All comments received after that time will be forwarded as correspondence the following business day.*

****Additions to the Agenda - Government Code Section 54954.2(b)(2), allows members of the City Council present at the meeting to take immediate action, with either a two-thirds or unanimous vote, to place an item on the agenda that action must be taken and that the item came to the attention of the City subsequent to the agenda being posted.*

All proceedings before this meeting body are conducted in English. The City of Stockton does not furnish language interpreters and, if one is needed, it shall be the responsibility of the person needing one.

In accordance with the Americans With Disabilities Act and California Law, it is the policy of the City of Stockton to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are a person with a disability and require a copy of a public hearing notice, or an agenda and/or agenda packet in an appropriate alternative format; or if you require other accommodation, please contact the Office of the City Clerk located at 425 North El Dorado Street, Stockton, California 95202 during normal business hours or by calling (209) 937-8458, at least 5 days in advance of the hearing/meeting. Advance notification within this guideline will enable the City/Agency to make reasonable arrangements to ensure accessibility.

Materials related to an item on this agenda submitted to City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 425 North El Dorado Street, Stockton, California 95202, during normal business hours. Such documents are also available on the City's website at www.stocktongov.com subject to staff's ability to post the documents before the meeting.

CHALLENGING CITY DECISIONS: 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 Stockton, 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.

City of Stockton

Legislation Text

File #: 24-0571, **Version:** 1

PROCLAMATION - NATIONAL GUN VIOLENCE AWARENESS MONTH

City of Stockton

Legislation Text

File #: 24-0573, **Version:** 1

PROCLAMATION - BALLOONS OVER BULLETS DAY

City of Stockton

Legislation Text

File #: 24-0599, **Version:** 1

PROCLAMATION - NECROTIZING FASCIITIS AWARENESS DAY

City of Stockton

Legislation Text

File #: 24-0559, **Version:** 1

ACCEPT THE QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED MARCH 31, 2024

RECOMMENDATION

It is recommended that the City Council accept by motion the Quarterly Investment Report for the quarter ended March 31, 2024.

Summary

Pursuant to California Government Code section 53646 and the City's Investment Policy (Policy No. 17.01.030), the City Treasurer (Chief Financial Officer) is required to provide a quarterly report and certification to the City Council, City Manager, and City Auditor.

Starting July 1, 2022, the City moved to having two portfolio managers managing separate portions of the City's Reserve portfolio. Both Quarterly Investment Reports and Certification for the quarter ending March 31, 2024, are provided as required (Attachments A and B). This report is presented as required and will bring the City current on its reporting requirements. The City's consolidated investment portfolio was approximately $942.5 million as of March 31, 2024, which represents an increase of $30 million from the prior market value reported on December 31, 2023. This consolidated investment portfolio includes the City's liquidity position, short-term investments, and the reserve portfolios (as shown on page 16 of Attachment A). The total market value-based earnings for the most recent quarter are shown on page 24 for PFM Asset Management (PFMAM) & page 94 for Chandler Asset Management (Chandler) of Attachment A. Additionally, the City's liquidity holding in both California Asset Management Program (CAMP) and Local Agency Investment Fund (LAIF), with combined holdings of $61.5 million, with an interest earning of $830,782 for the quarter ended March 31, 2024.

DISCUSSION

Background

To comply with state law and City policy, the City is required to present a quarterly certification and investment reports detailing the City's investment portfolio to the City Council, City Manager, and City Auditor. The City also posts monthly transaction reports to the City's website. The Quarterly Investment Report shall include a complete description of the portfolio, the types of investments, the issuers, maturity dates, par value, and dollar amounts invested in all securities, investments, or programs that are under the management of contracted parties, including lending programs. The certification must provide assurances that investments were made consistent with the City's Investment Policy and that the City will meet its expenditure obligations for the next six months. The authority of the Council to invest, reinvest funds, sell, or exchange securities is delegated to the City's Chief Financial Officer, who also serves as City Treasurer (Resolution #2022-06-21-1601).

Pursuant to the Investment Policy, the City Treasurer may and does delegate some fiduciary responsibility to outside investment management firms. An investment manager's fiduciary responsibility is a legal requirement related to registration with the Securities and Exchange Commission under the Investment Advisor Act of 1940.

Due to the specialized services and expertise required to assist the City in the varied investment options available, the City contracts with two experienced investment managers, PFMAM and Chandler.

Present Situation

The attached report (Attachment A) details the activities of the quarter ended March 31. 2024, and includes detailed information on the holdings of the City's portfolio on that date, as aggregated in the first page of Attachment A, followed by portfolio reports from both investment managers. Incorporated by reference is a certification (Attachment B) that the assets comply with the requirements of State law and City policy and that there is sufficient liquidity to cover the subsequent six months of budgeted activities.

The attached quarterly investment report has been published online along with monthly reports: Quarter ended March 31, 2024.pdf (revize.com) <https://cms3.revize.com/revize/stockton/Documents/Government/Budget%20And%20Financial%20Reports/Debt%20and%20Investments/Quarterly/Quarter%20ended%20March%2031,%202024.pdf>

Portfolio Balances and Performance

The first quarter of 2024 was characterized by continued economic resilience led by strong consumer spending, inflation that continues to slowly grind lower, and a robust labor market. The Federal Reserve (Fed) kept the overnight rate at its current target range of 5.25% to 5.50% at its March 20 meeting, as expected, marking the fifth consecutive pause following the last rate hike in July 2023. The Fed's March "dot plot" implied three 0.25% rate cuts through 2024, while the number of cuts implied for 2025 was reduced from three to two. Markets entered the year pricing in over six cuts in 2024 but, by quarter end, converged to Fed projections. Yields increased notably higher during the quarter with the return of the Fed's "higher-for-longer" stance. The yield on the 2-, 5-, and 10-year U.S. Treasuries rose 37 basis points (bps) (0.37%), 37 bps, and 32 bps, respectively. As a result of higher absolute yields, U.S. Treasury indices with longer durations generated negative total returns, with the breakeven point around the two-year maturity, as realized earnings weren't enough to offset unrealized market value losses in longer-maturity securities. For example, the ICE BofA 3-, 5-, and 10-year U.S. Treasury indices returned -0.21%, -0.76%, and -1.61%, respectively.

The City divides its investment portfolio into Reserve and Liquid portions with a consolidated market value of approximately $942.5 million as of March 31, 2024. The Reserve portion represents the long-term assets managed by PFMAM and Chandler, and the Liquid portion represents funds invested in several short-term investment vehicles including State of California Local Agency Investment Fund, California Asset Management Program, and Dreyfus Treasury Money Market, to maintain adequate liquidity and optimize returns. The total returns on the consolidated portfolio for the third quarter of the fiscal year were positive, as interest earnings offset unrealized market value losses.

The performance of the reserve portion of the portfolio is managed against a benchmark. The PFMAM portfolio benchmark is made up of 80% of the ICE Bank of America (BofA) 1-5 Year AAA-A U.S. Corporate and Government Index and 20% the ICE BofA 5-10 Year U.S. Treasury Index. The Chandler portfolio benchmark is the ICE BofA U.S. Issuers 1-5 Year AAA-A U.S. Corporate/Government Index. The benchmarks generally reflect each portfolio's strategy and composition. City staff works closely with both PFMAM and Chandler to monitor the status of the City's investment portfolios and their returns. For the quarter, the total return performance of the portfolios was negatively impacted by rising interest rates. The Chandler-managed portfolio, with its relatively shorter duration strategy, returned slightly positive performance for the quarter, while the longer-duration PFMAM managed portfolio's performance was slightly negative--both portfolios outperformed their respective benchmark. These returns are detailed on page 24 for PFMAM and page 94 for Chandler in Attachment A. The quarterly return valuation includes funds from all activities, restricted and unrestricted, and includes changes in fair market value (unrealized gains/losses).

The City's investment portfolio complies with California Government Code section 53601. It is invested solely in fixed-income securities (no stock holdings) that, while earning certain rates of interest, gain in market value when interest rates fall and lose market value when interest rates rise.

Looking ahead, Fed guidance has pointed to rates staying higher for longer as the Fed remains committed to restoring inflation to its long-term target of 2%. As such, yields are likely at or near cycle highs, and we expect the general trend will be for lower interest rates over the next several quarters as an eventual Fed cut approaches.

FINANCIAL SUMMARY

There is no financial impact related to the presentation of these reports.

Attachment A - Quarterly Investment Report for Quarter Ended March 31, 2024
Attachment B - Certification of Quarterly Investment Report

pfm asset management

CITY OF STOCKTON

Investment Performance Review
For the Quarter Ended March 31, 2024

Client Management Team

Monique Spyke, Managing Director Justin
Resuello, Client Relations Manager
Allison Kaune, Senior Analyst
Joseph Creason, Portfolio Manager

PFM Asset Management LLC

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415-393-7270

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Harrisburg, PA 17101-2141
717-232-2723

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Agenda

- Market Update
- Account Summary
- Portfolio Review

Market Update

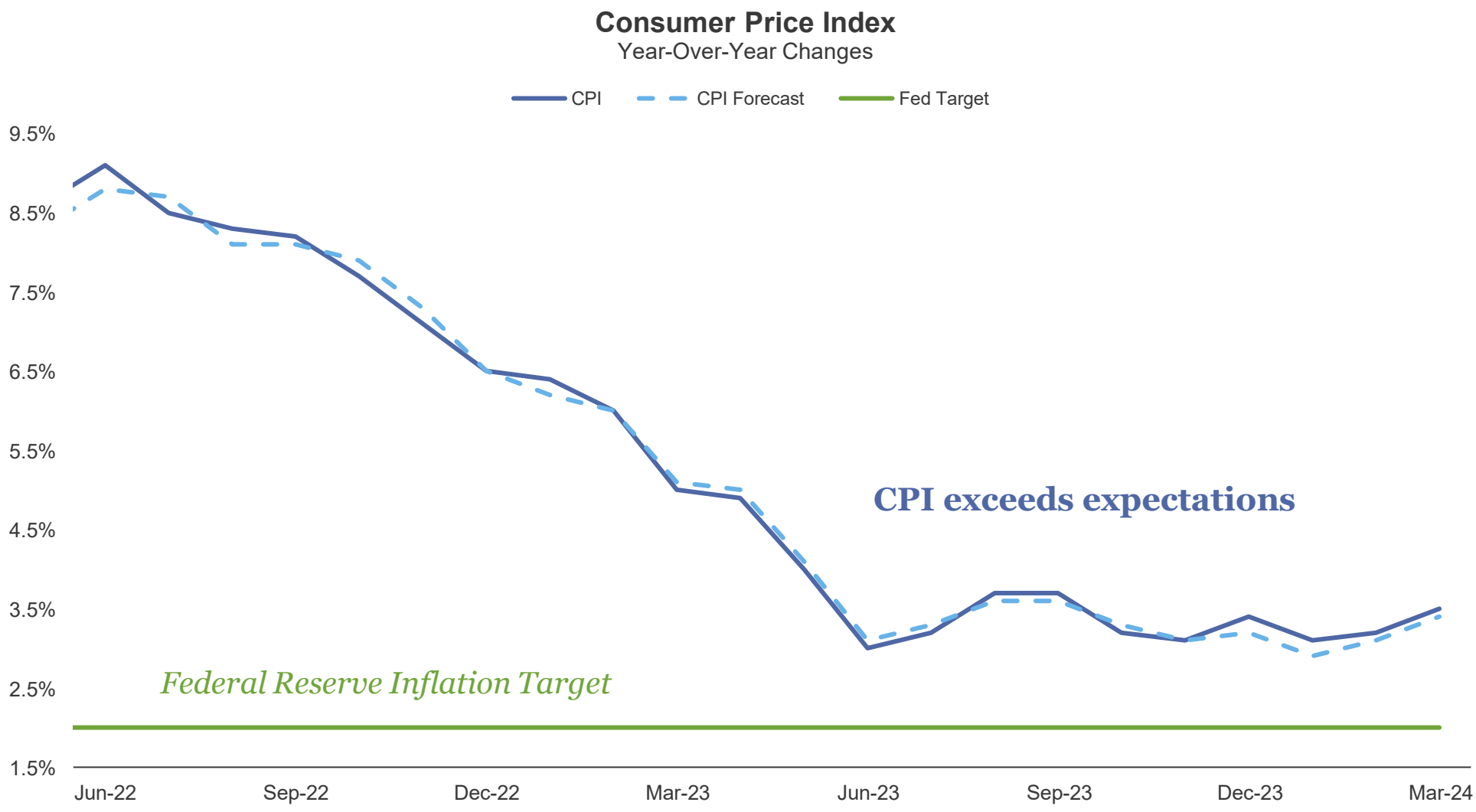
Market Themes

- The U.S. economy is characterized by:
  - Robust growth that continues to show surprising strength
  - Sticky inflation that remains above the Federal Reserve (Fed)'s 2% target
  - Labor markets continuing to show impressive job gains and low unemployment
  - Resilient consumer spending supported by wage growth that is outpacing inflation

- Federal Reserve reaffirms rate cut expectations
  - Forecast of 75 basis points of cuts this year
  - After entering the year expecting 6 cuts in 2024, markets have adjusted their expectations to only 2 to 3 cuts in 2024
  - Fed officials reaffirm that restoring price stability is the priority, but further confidence in inflation moving toward the 2% target is needed, which may delay the timing of rate cuts

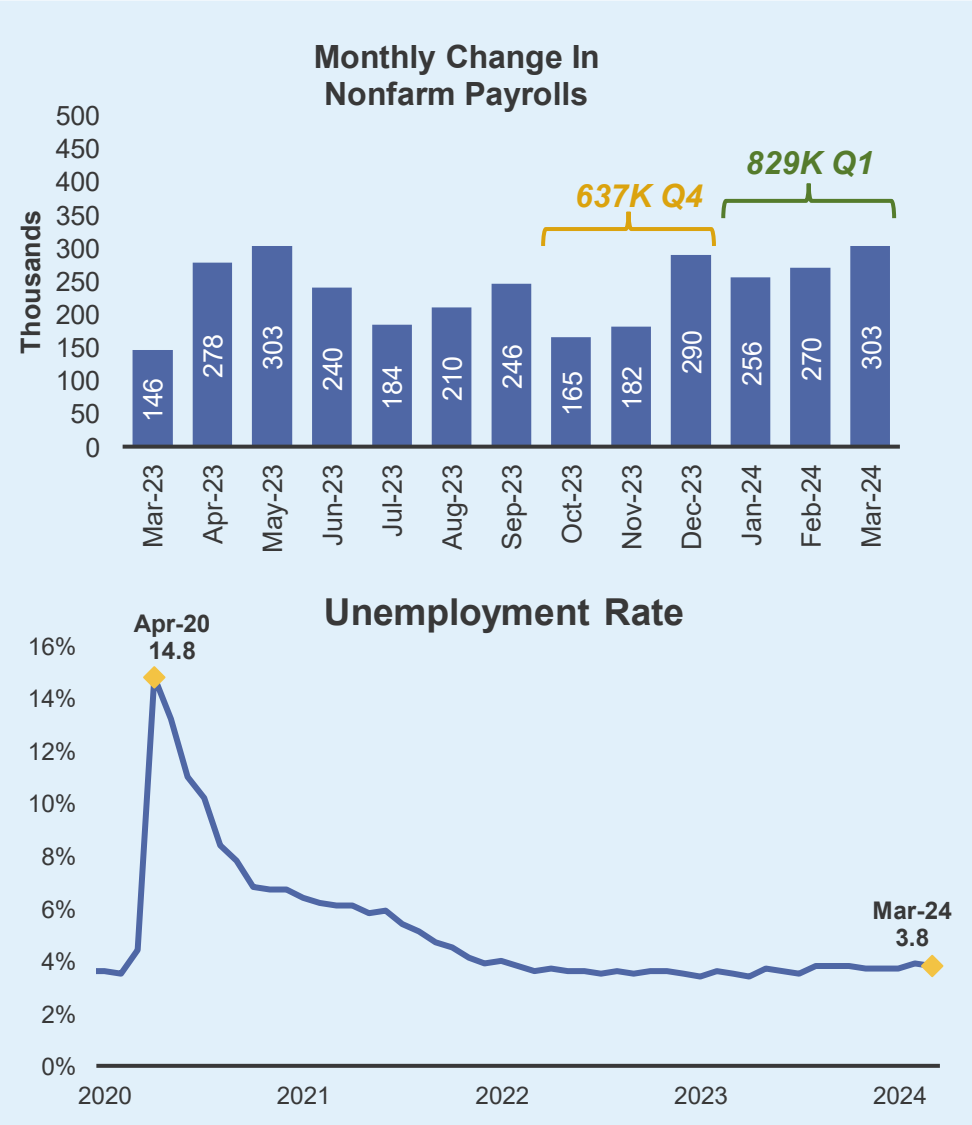
- Treasury yields increase following the change in market expectations
  - Yields on maturities between 2 and 10 years rose 30-40 basis points during the quarter
  - Yield curve inversion persists
  - Spreads in most sectors fell to multi-year lows given the strong economic environment

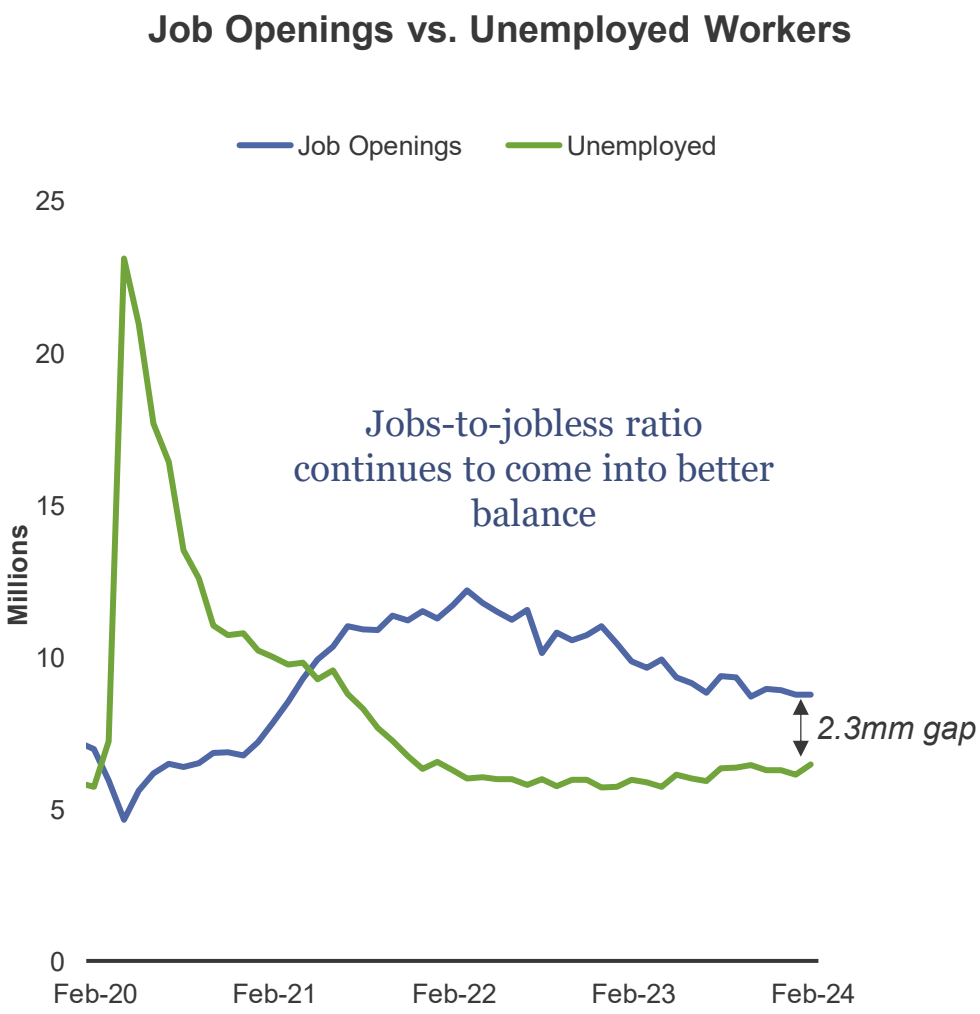
Inflation Remains Range Bound After Significant Decline in CPI in 2022 and Early 2023



Source: Bloomberg, as of 4/10/2024.

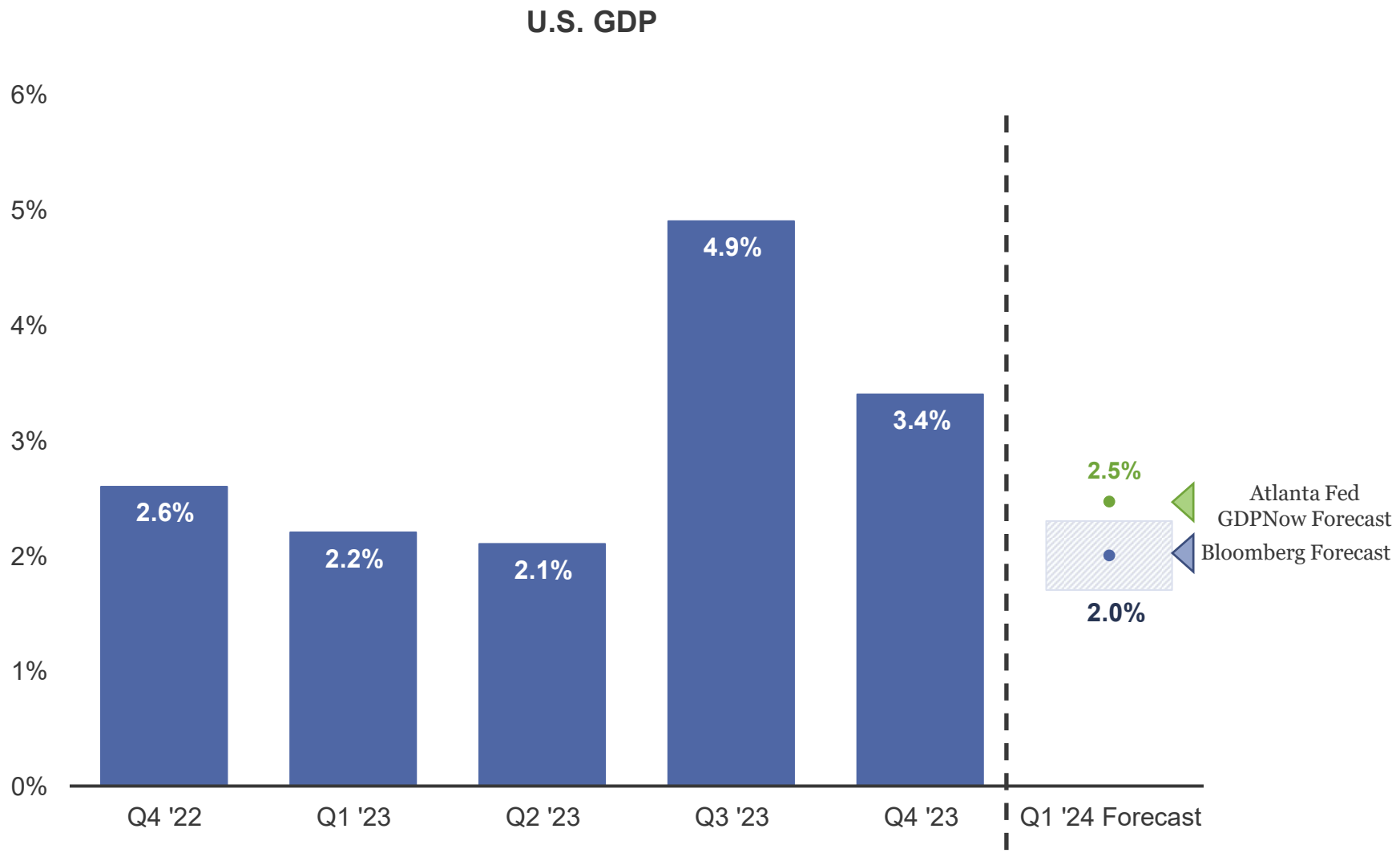
Labor Market Remains Strong





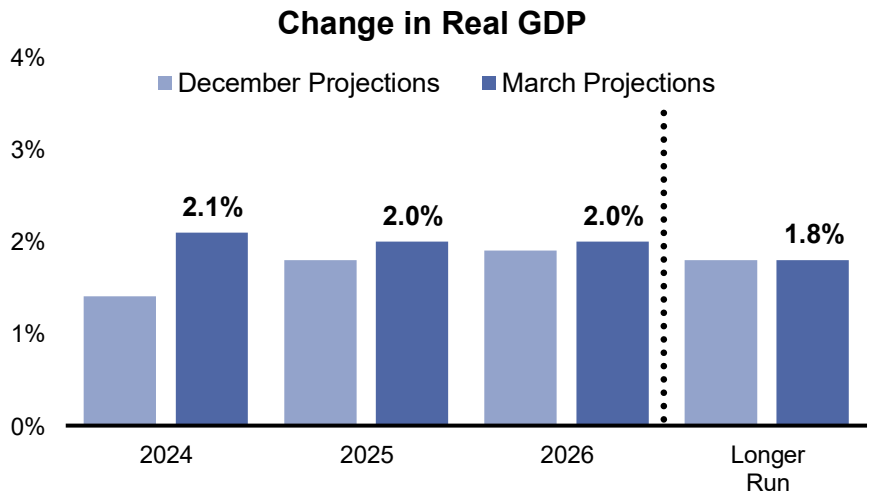
Source: Bloomberg. Job openings as of February 2024. Monthly change in nonfarm payrolls and unemployment rate as of March 2024. Data is seasonally adjusted.

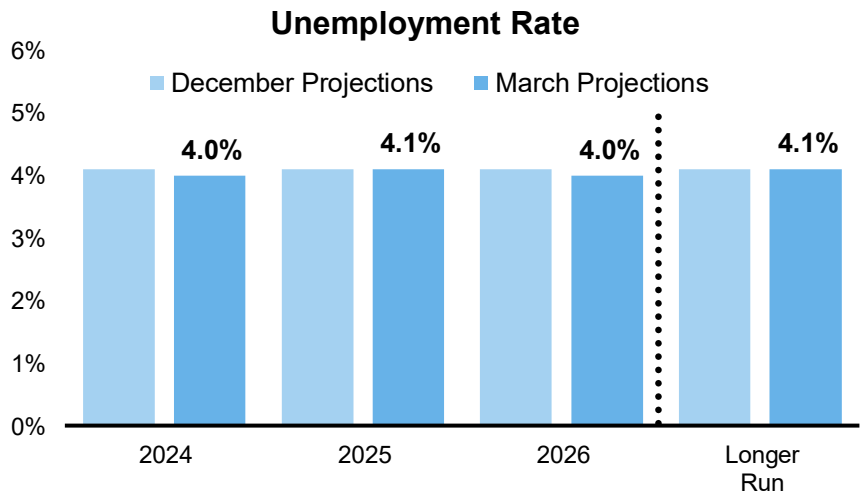
Consumer Spending Continues to Drive Strong Economic Growth

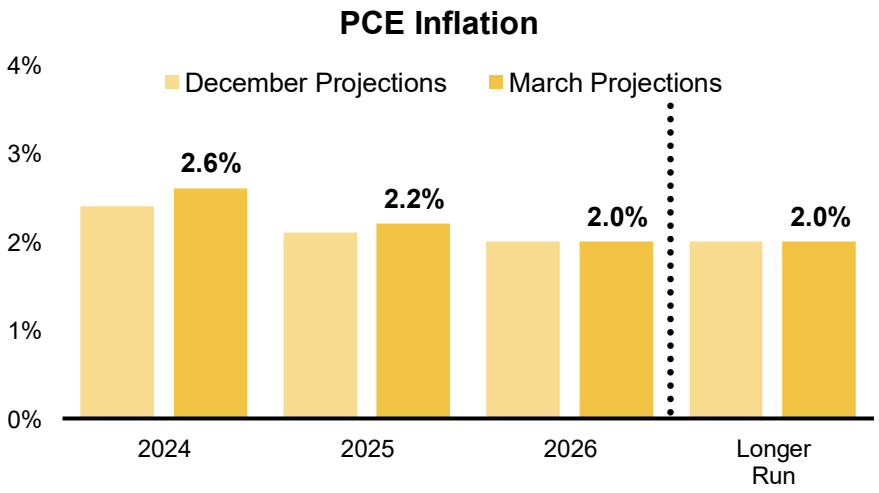


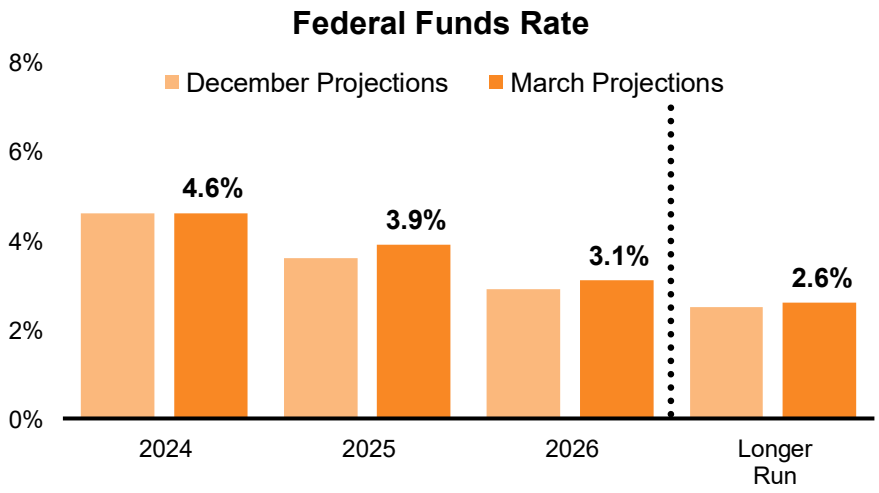
Source: Bureau of Economic Analysis, U.S. Department of Commerce; as of March 28, 2024.
GDPNow estimates provided by the Federal Reserve Bank of Atlanta; as of April 4, 2024. The Atlanta Fed GDPNow estimate is a model-based projection not subject to judgmental adjustments. It is not an official forecast of the Atlanta Fed, its president, the Federal Reserve System, or the Federal Open Market Committee. Bloomberg Forecasts as of March 2024.

Summary of Economic Projections Show Stronger Economic Story



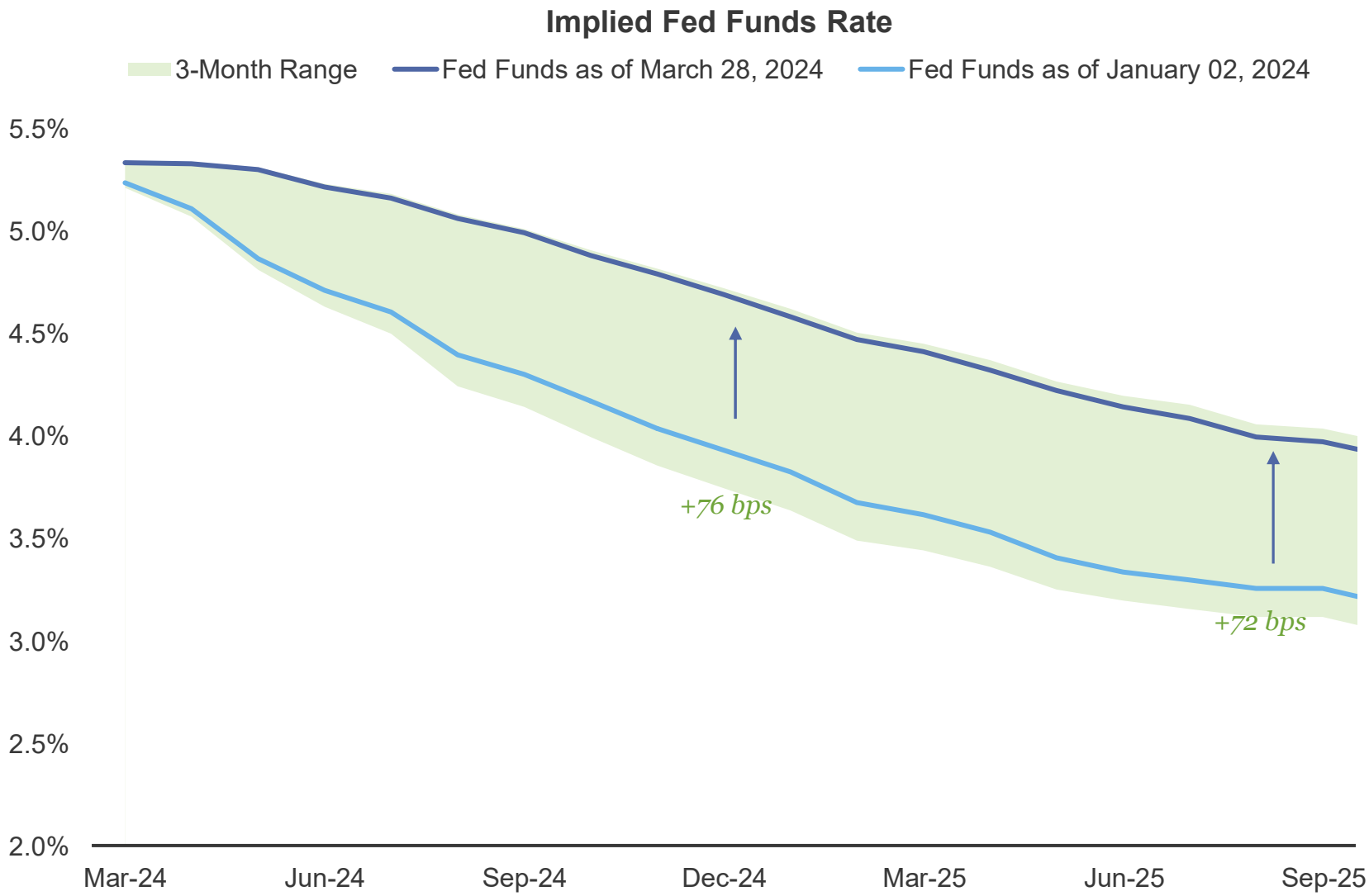






Source: Federal Reserve, latest economic projections as of March 2024.

Market Reversed Course and Now Expects a Slower Pace of Rate Cuts



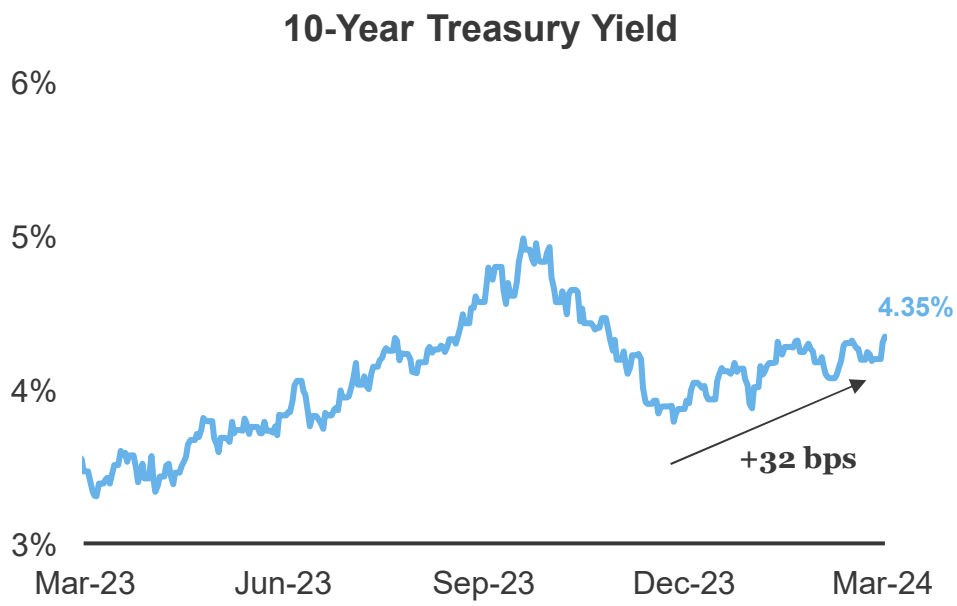
Market reprices expectations for number of cuts in 2024 in response to hotter than expected inflation and a resilient labor market

Source: Bloomberg, as of March 2024.

Yields Reprice on Fed Patience

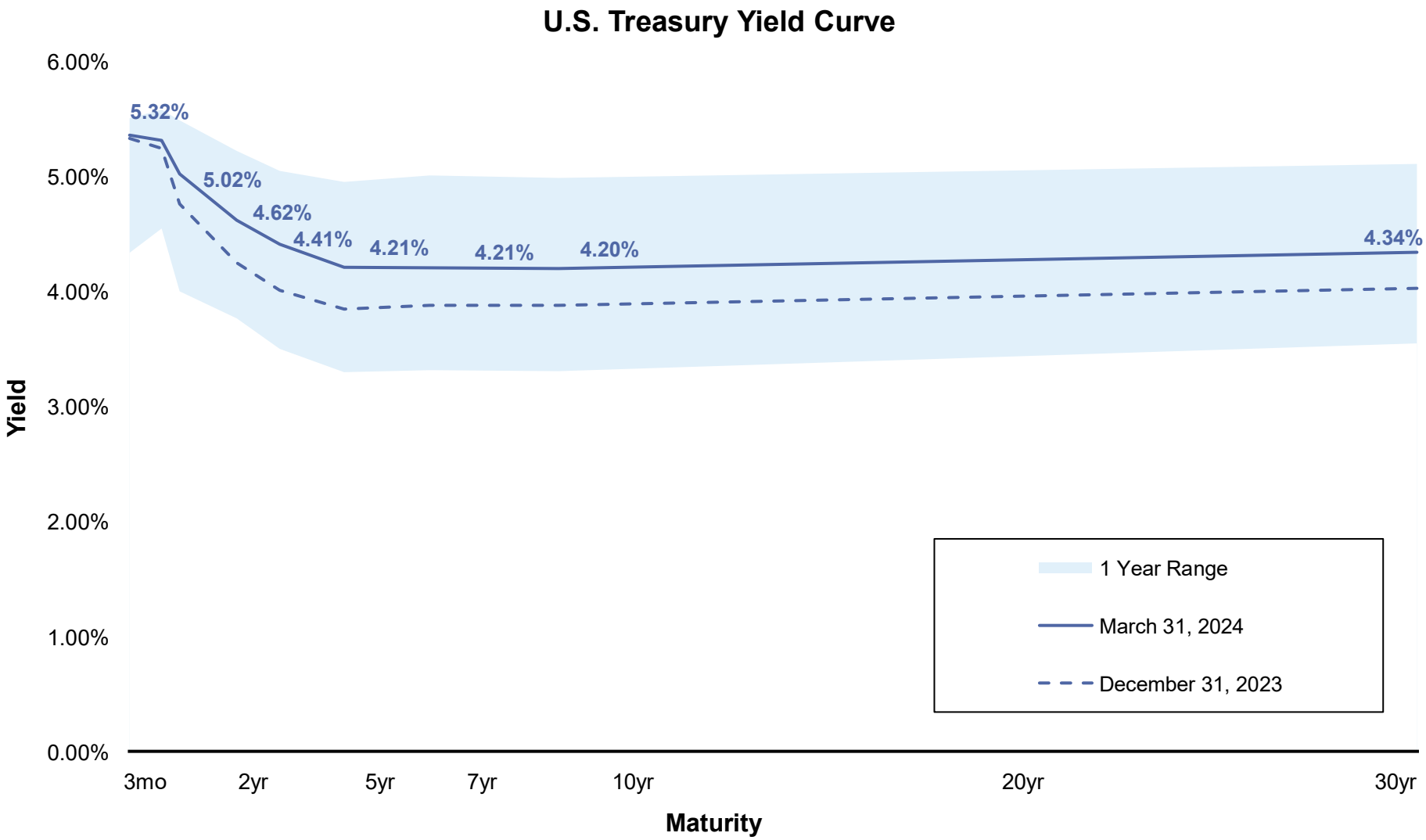
From the March 24 FOMC Meeting Press Conference

"...the Committee needs to see **more evidence** to build our **confidence** that inflation is moving down sustainably toward our 2 percent goal, and **we don't expect that it will be appropriate to begin to reduce rates until we're more confident** that that is the case"



Source: Federal Reserve, Bloomberg, as of 3/31/2024.

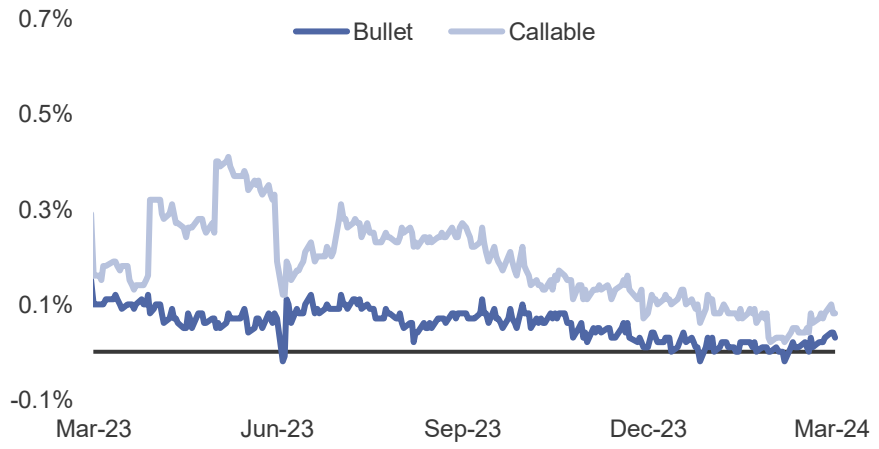
Treasury Yields Move Higher as Market Evolves to Revised Fed Expectations



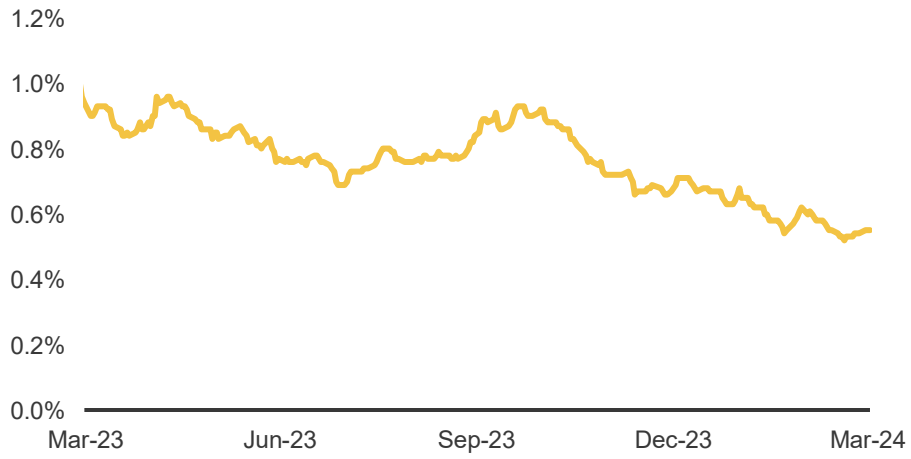
Source: Bloomberg, as of 3/31/2024.

Sector Yield Spreads

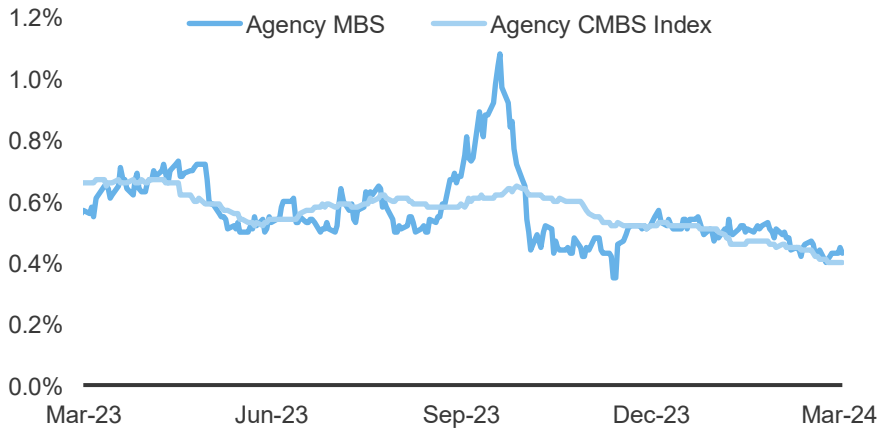
Federal Agency Yield Spreads



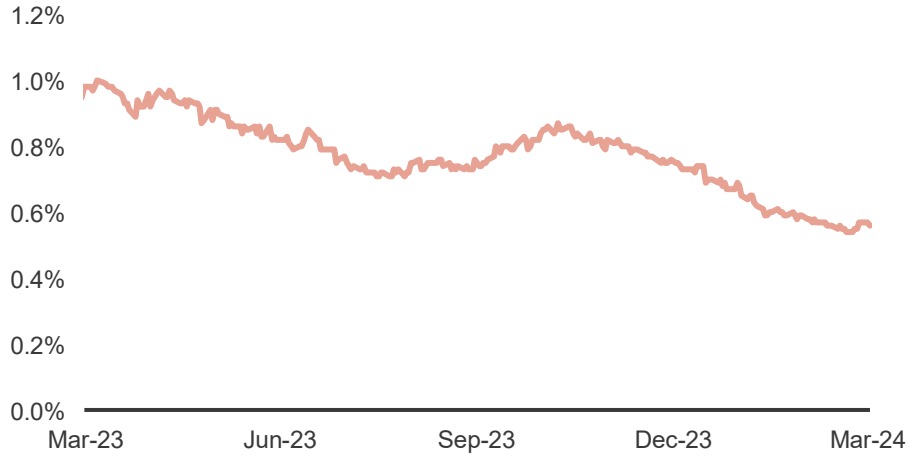
Corporate Notes A-AAA Yield Spreads



Mortgage-Backed Securities Yield Spreads



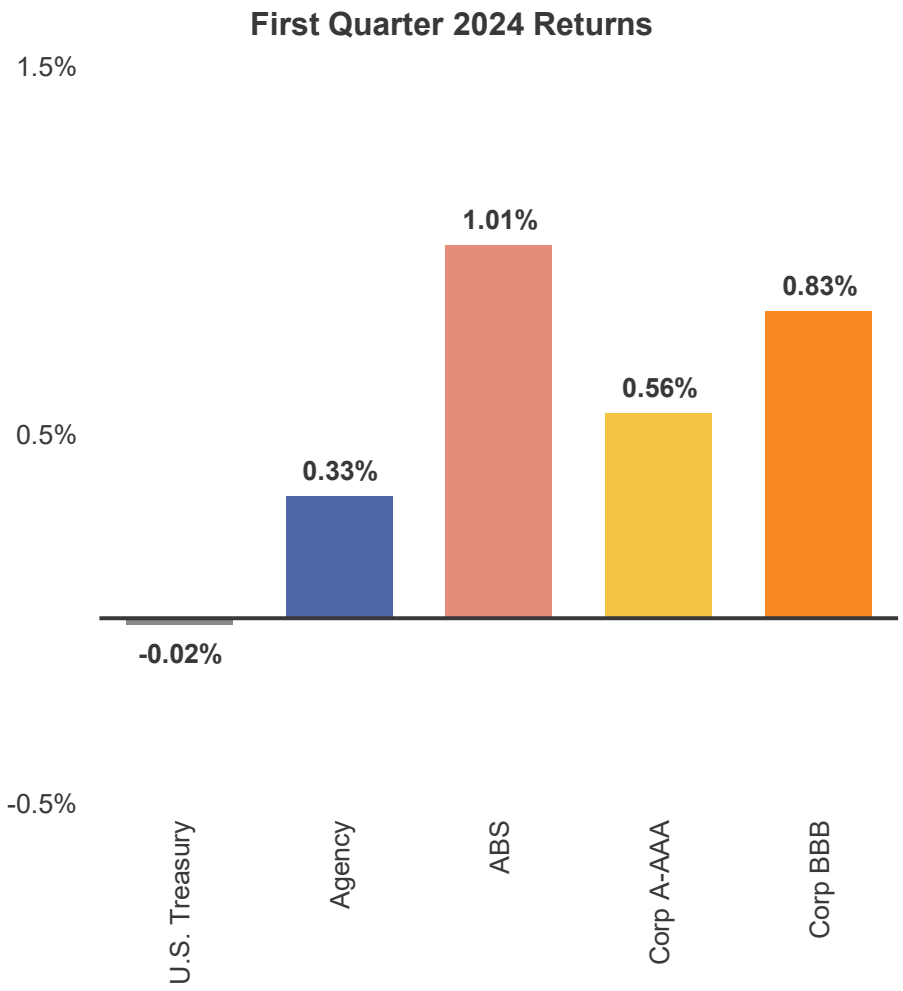
Asset-Backed Securities AAA Yield Spreads

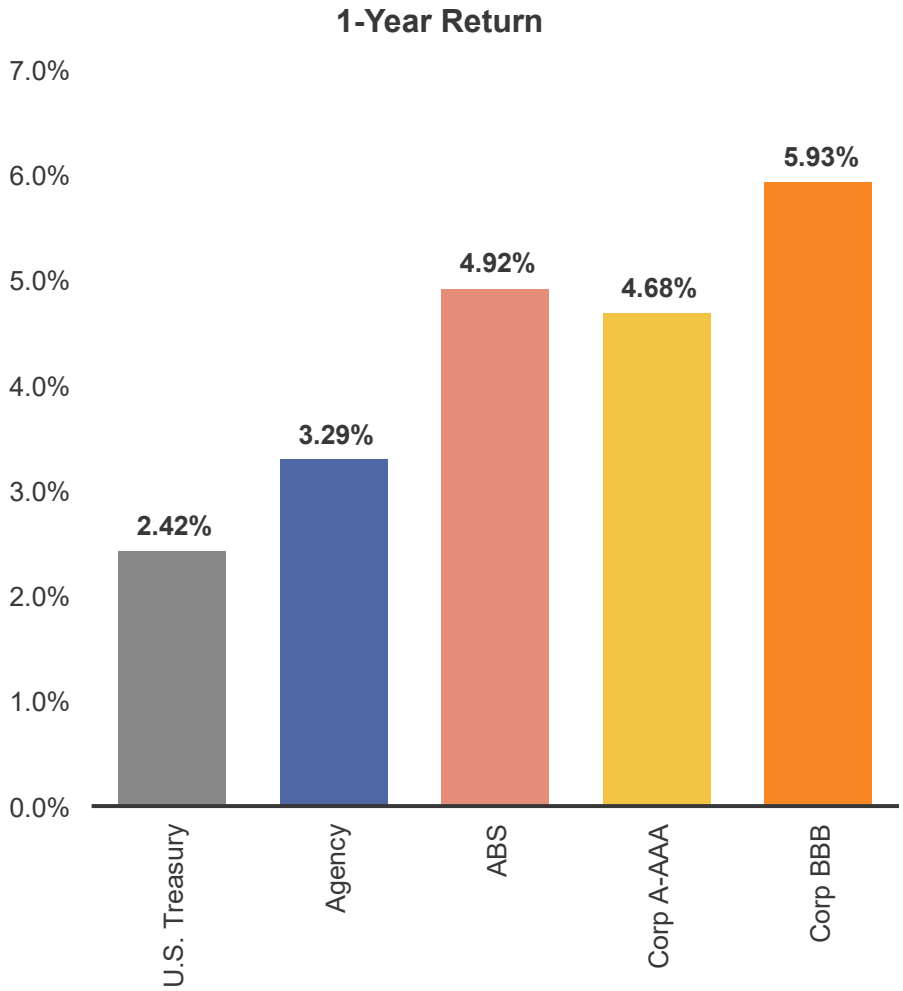


Source: ICE BofA 1-5 year Indices via Bloomberg, MarketAxess and PFMAM as of March 31, 2024. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries.
CMBS is Commercial Mortgage-Backed Securities and represented by the ICE BofA Agency CMBS Index.

Fixed-Income Index Total Returns in 1Q 2024

1-5 Year Indices





Source: ICE BofA Indices. ABS indices are 0-5 year, based on weighted average life. As of March 31, 2024.

Factors to Consider for 6-12 Months

Monetary Policy:

- Fed guidance implies a soft landing and 3 rate cuts for 2024. Market expectations have been volatile but recently converged to Fed projections.
- Globally, central banks are nearing the start of cutting cycles with the Swiss central bank being the first to cut.

Economic Growth:

- U.S. resiliency continues as expectations for a soft-landing command center stage. Strength is led by consumers supported by a robust labor market.
- Eurozone growth set to improve in 2024 H2. Although Chinese growth targets seem aspirational, emerging economies are expected to grow.

Inflation:

- Inflation continued to moderate but has proven to be stickier than expected, predominantly in housing and other service sectors.
- Further upside surprises in inflation indicators may complicate the Fed's path for monetary policy.

Financial Conditions:

- Financial conditions continue to soften as the "Fed pivot" remains in play amid sustained strength in various economic indicators.
- With interest rates elevated, we continue to focus on identifying potential pockets of stress within financial markets.

Consumer Spending (U.S.):

- Consumer confidence reached a multi-year high following strong wage growth, a resilient labor market, and slowly moderating inflation.
- Hiring and wage growth have played a role in boosting personal income, which combined with record U.S. household net worth, supported spending.

Labor Markets:

- The labor market remains strong, but a few indicators are moderating from the extreme tightness of 2022.
- No sign of weakness in typical economically-sensitive industries, like retail, leisure and hospitality, and construction.

● **Current outlook** ○ **Outlook one quarter ago**

Negative	Slightly Negative	Neutral	Slightly Positive	Positive

Statements and opinions expressed about the next 6-12 months were developed based on our independent research with information obtained from Bloomberg. The views expressed within this material constitute the perspective and judgment of PFM Asset Management LLC at the time of distribution (3/31/2024) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness, or suitability.

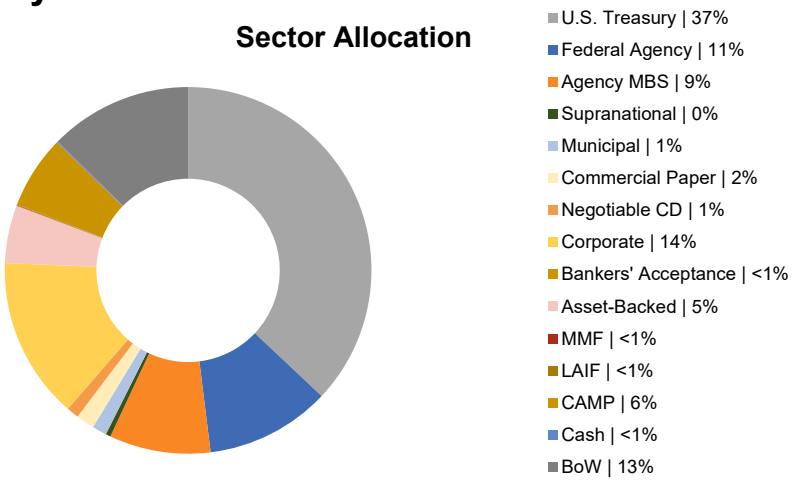
Account Summary

Consolidated Summary

Account Summary

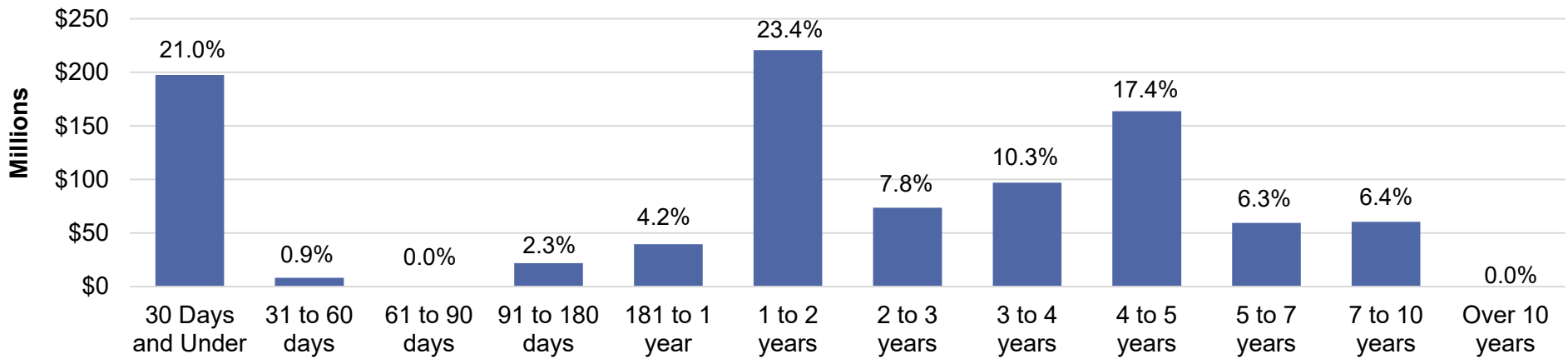
Reserve Portfolio[1]	$752,025,506
Short-Term Portfolio	$10,772,326
BMO Main Account	$118,256,254
CAMP Pool	$60,642,894
Local Agency Investment Fund	$820,958
Total Program	**$942,517,937**

Sector Allocation



Maturity Distribution

(Weighted Average Maturity: 838 days)



1. Reserve Portfolio includes both the PFMAM Reserve portfolio assets and Chandler Asset Management assets. Figure includes cash in portfolios' sweep accounts and excludes accrued interest.

Certificate of Compliance

During the reporting period for the quarter ended March 31, 2024, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management LLC*

Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Asset and Investment Management ("AIM").

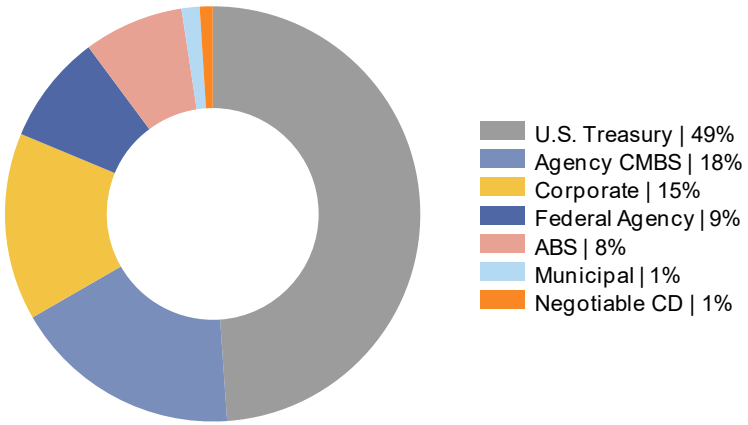
Portfolio Review:
CITY OF STOCKTON RESERVE PORTFOLIO

Portfolio Snapshot - CITY OF STOCKTON RESERVE PORTFOLIO[1]

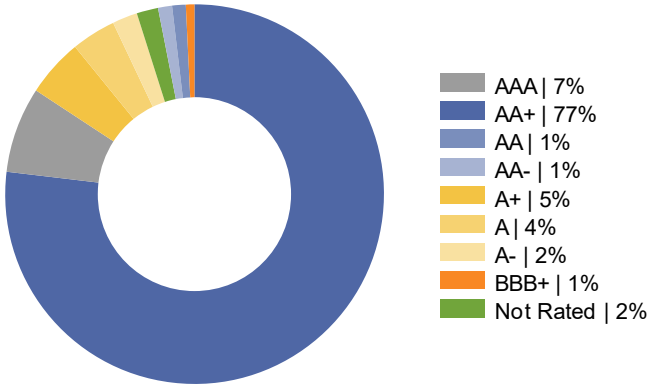
Portfolio Statistics

Total Market Value	$433,899,524.33
Securities Sub-Total	*$431,054,756.75*
Accrued Interest	*$1,932,225.72*
Cash	*$912,541.86*
Portfolio Effective Duration	3.19 years
Benchmark Effective Duration	3.22 years
Yield At Cost	3.34%
Yield At Market	4.62%
Portfolio Credit Quality	AA

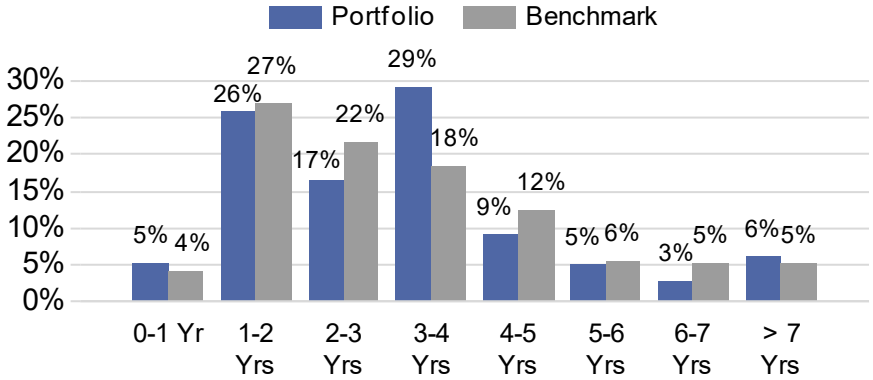
Sector Allocation



Credit Quality - S&P



Duration Distribution



1. *Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest.*
The portfolio's benchmark is Currently 80% ICEBofA 1-5 Corp and Govt A or Better and 20% ICEBofA 5-10 Treasury. Prior to 3/31/23 it was the ICEBofA 1-5 year US Gov/Corp A-AAA).
Source: Bloomberg. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Issuer Diversification - CITY OF STOCKTON RESERVE PORTFOLIO

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	**49.0%**	
UNITED STATES TREASURY	49.0%	AA / Aaa / AA
Federal Agency	**8.5%**	
FANNIE MAE	5.6%	AA / Aaa / AA
FEDERAL FARM CREDIT BANKS	0.5%	AA / Aaa / AA
FEDERAL HOME LOAN BANKS	0.3%	AA / Aaa / NR
FREDDIE MAC	1.3%	AA / Aaa / AA
UNITED STATES TREASURY	0.9%	AA / Aaa / AA
Agency CMBS	**17.7%**	
FANNIE MAE	1.0%	AA / Aaa / AA
FREDDIE MAC	16.8%	AA / Aaa / AA
Municipal	**1.4%**	
CALIFORNIA DEPARTMENT OF WATER RESOURCES	0.0%	AAA / Aa / NR
CALIFORNIA STATE UNIVERSITY	0.1%	AA / Aa / NR
FLORIDA STATE BOARD OF ADMIN FIN CORP	0.4%	AA / Aa / AA
LOS ANGELES COMMUNITY COLLEGE DISTRICT	0.2%	AA / Aaa / NR
NEW JERSEY TURNPIKE AUTHORITY	0.1%	AA / A / A
SAN DIEGO COMMUNITY COLLEGE DISTRICT	0.2%	AAA / Aa / NR
STATE OF MARYLAND	0.1%	AAA / Aaa / AAA
UNIVERSITY OF CALIFORNIA	0.2%	AA / Aa / AA
Negotiable CD	**1.0%**	
RABOBANK NEDERLAND	1.0%	A / Aa / AA
Corporate	**14.6%**	
AMAZON.COM INC	0.6%	AA / A / AA
APPLE INC	1.4%	AA / Aaa / NR

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	**14.6%**	
BANK OF AMERICA CO	0.9%	A / Aa / AA
BLACKROCK INC	0.1%	AA / Aa / NR
CITIGROUP INC	1.5%	A / A / A
DEERE & COMPANY	0.5%	A / A / A
GOLDMAN SACHS GROUP INC	0.4%	BBB / A / A
HERSHEY COMPANY	0.6%	A / A / NR
HOME DEPOT INC	0.7%	A / A / A
HONEYWELL INTERNATIONAL	0.4%	A / A / A
INTEL CORPORATION	0.5%	A / A / A
JP MORGAN CHASE & CO	1.5%	A / Aa / AA
MICROSOFT CORP	1.0%	AAA / Aaa / NR
NOVARTIS AG	0.8%	AA / Aa / AA
PACCAR FINANCIAL CORP	0.9%	A / A / NR
STATE STREET CORPORATION	0.9%	A / A / AA
TARGET CORP	0.5%	A / A / A
TOYOTA MOTOR CORP	0.8%	A / A / A
TRUIST FIN CORP	0.5%	A / A / A
ABS	**7.8%**	
AMERICAN EXPRESS CO	0.8%	AAA / NR / AAA
BANK OF AMERICA CO	1.5%	NR / Aaa / AAA
CARMAX AUTO OWNER TRUST	0.1%	AAA / NR / AAA
CHASE ISSURANCE	1.7%	AAA / NR / AAA
CITIGROUP INC	0.2%	AAA / Aaa / AAA
DISCOVER FINANCIAL SERVICES	0.2%	AAA / Aaa / NR
FIFTH THIRD AUTO TRUST	0.7%	AAA / Aaa / NR
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	0.1%	NR / Aaa / AAA

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

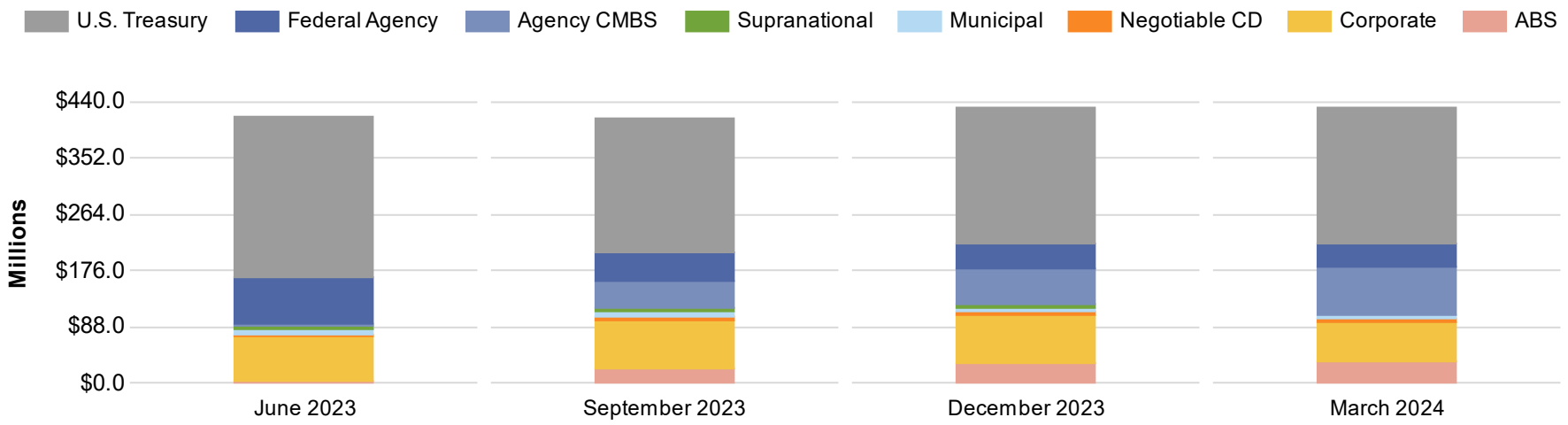
Issuer Diversification - CITY OF STOCKTON RESERVE PORTFOLIO

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
ABS	**7.8%**	
HONDA AUTO RECEIVABLES	0.7%	AAA / Aaa / AAA
HYUNDAI AUTO RECEIVABLES	0.4%	AAA / NR / AAA
KUBOTA CREDIT OWNER TRUST	0.3%	NR / Aaa / AAA
TOYOTA MOTOR CORP	0.5%	AAA / Aaa / AAA
USAA AUTO OWNER TRUST	0.8%	AAA / Aaa / NR
Total	**100.0%**	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Sector Allocation Review - CITY OF STOCKTON RESERVE PORTFOLIO

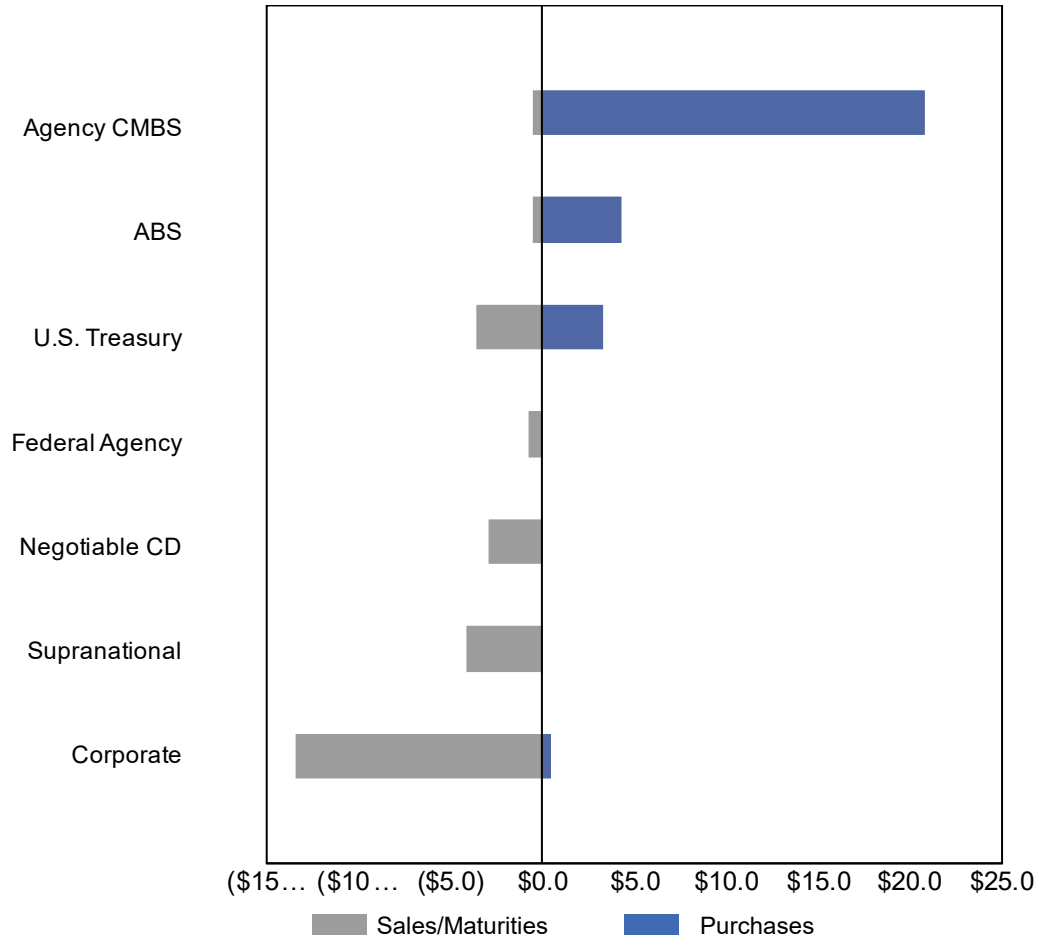
Security Type	Jun-23	% of Total	Sep-23	% of Total	Dec-23	% of Total	Mar-24	% of Total
U.S. Treasury	$249.9	60.0%	$211.8	50.9%	$213.6	49.6%	$211.3	48.9%
Federal Agency	$73.5	17.7%	$43.9	10.6%	$37.4	8.7%	$36.7	8.5%
Agency CMBS	$3.2	0.8%	$41.5	10.0%	$57.0	13.2%	$76.5	17.8%
Supranational	$5.8	1.4%	$5.8	1.4%	$4.1	0.9%	$0.0	0.0%
Municipal	$8.0	1.9%	$8.0	1.9%	$5.9	1.4%	$6.0	1.4%
Negotiable CD	$2.8	0.7%	$6.9	1.7%	$6.9	1.6%	$4.2	1.0%
Corporate	$69.0	16.6%	$75.3	18.1%	$75.9	17.6%	$62.8	14.6%
ABS	$3.9	0.9%	$22.6	5.4%	$30.0	7.0%	$33.6	7.8%
Total	**$416.1**	**100.0%**	**$415.9**	**100.0%**	**$431.0**	**100.0%**	**$431.1**	**100.0%**



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.

Portfolio Activity - CITY OF STOCKTON RESERVE PORTFOLIO

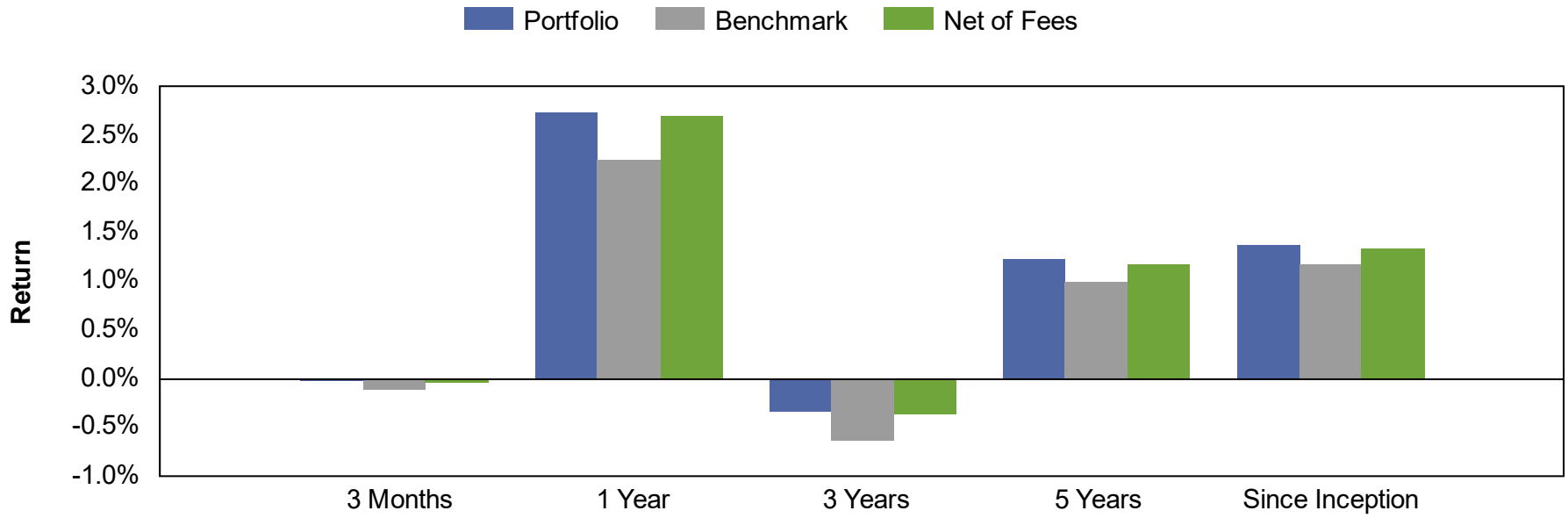
Net Activity by Sector
($ millions)



Sector	Net Activity
Agency CMBS	$20,247,419
ABS	$3,720,318
U.S. Treasury	($234,589)
Federal Agency	($745,280)
Negotiable CD	($2,862,960)
Supranational	($4,084,918)
Corporate	($12,979,254)
Total Net Activity	**$3,060,736**

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

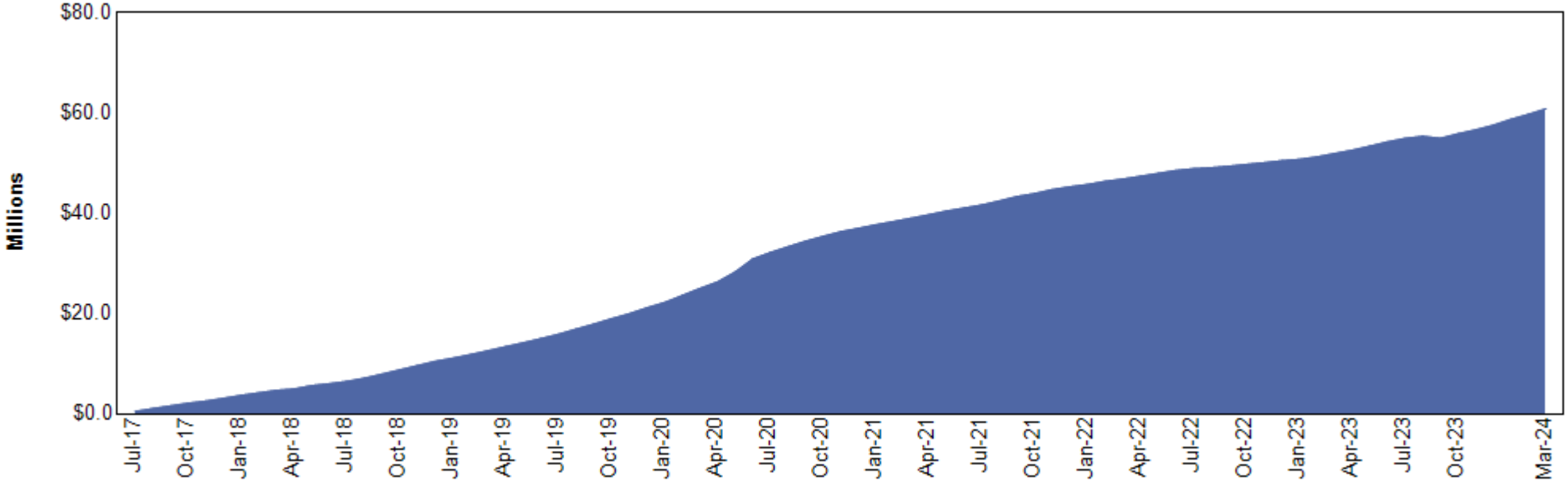
Portfolio Performance - CITY OF STOCKTON RESERVE PORTFOLIO



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception[1]
Interest Earned[2]	$3,015,150	$10,032,292	$22,888,366	$43,121,766	$56,048,246
Change in Market Value	($3,126,348)	$1,293,925	($34,198,667)	($20,250,628)	($19,486,379)
Total Dollar Return	**($111,198)**	**$11,326,217**	**($11,310,301)**	**$22,871,138**	**$36,561,867**
Total Return[3]					
Portfolio	-0.03%	2.73%	-0.32%	1.22%	1.38%
Benchmark[4]	-0.12%	2.24%	-0.65%	1.00%	1.18%
Basis Point Fee	0.01%	0.04%	0.05%	0.05%	0.05%
Net of Fee Return	-0.04%	2.69%	-0.37%	1.17%	1.33%

1. *The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is June 30, 2017.*
2. *Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.*
3. *Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.*
4. *The portfolio's benchmark is Currently 80% ICEBofA 1-5 Corp and Govt A or Better and 20% ICEBofA 5-10 Treasury. Prior to 3/31/23 it was the ICEBofA 1-5 year US Gov/Corp A-AAA). Source: Bloomberg.*

Accrual Basis Earnings - CITY OF STOCKTON RESERVE PORTFOLIO



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception[1]
Interest Earned[2]	$3,015,150	$10,032,292	$22,888,366	$43,121,766	$56,048,246
Realized Gains / (Losses)[3]	($290,825)	($3,154,751)	($16,137,406)	($9,485,301)	($11,733,222)
Change in Amortized Cost	$558,199	$2,064,573	$15,082,487	$14,610,031	$16,470,256
Total Earnings	**$3,282,524**	**$8,942,113**	**$21,833,447**	**$48,246,497**	**$60,785,280**

1. The lesser of 10 years or since inception is shown. Performance inception date is June 30, 2017.
2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.
3. Realized gains / (losses) are shown on an amortized cost basis.

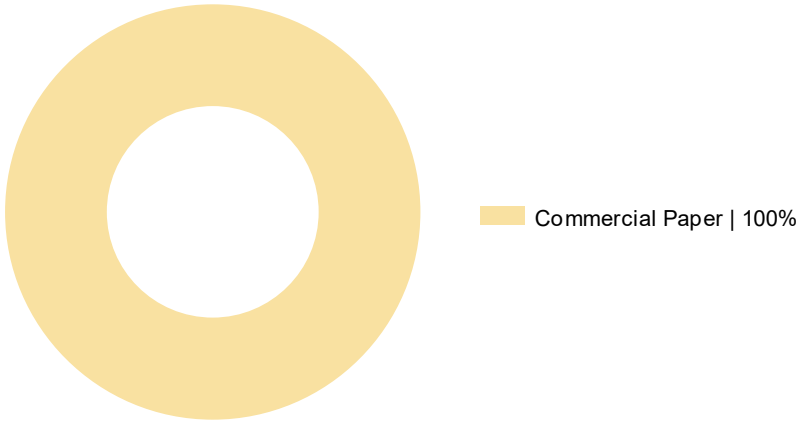
Portfolio Review:
CITY OF STOCKTON SHORT-TERM PORTFOLIO

Portfolio Snapshot - CITY OF STOCKTON SHORT-TERM PORTFOLIO[1]

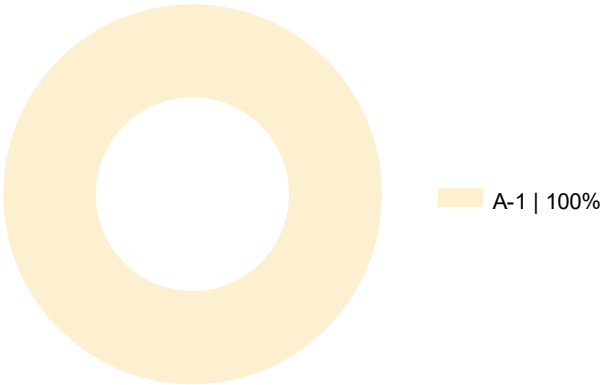
Portfolio Statistics

Total Market Value	$10,772,325.68
Securities Sub-Total	*$10,772,325.68*
Accrued Interest	*$0.00*
Cash	*$0.00*
Portfolio Effective Duration	0.05 years
Yield At Cost	5.82%
Yield At Market	6.42%
Portfolio Credit Quality	A

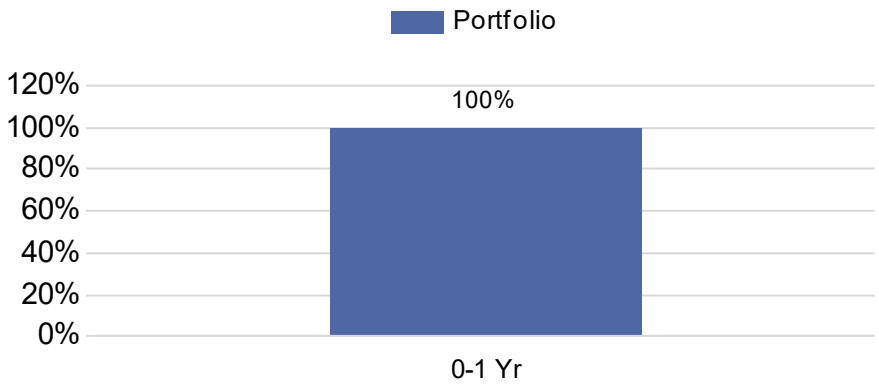
Sector Allocation



Credit Quality - S&P



Duration Distribution



1. *Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.*

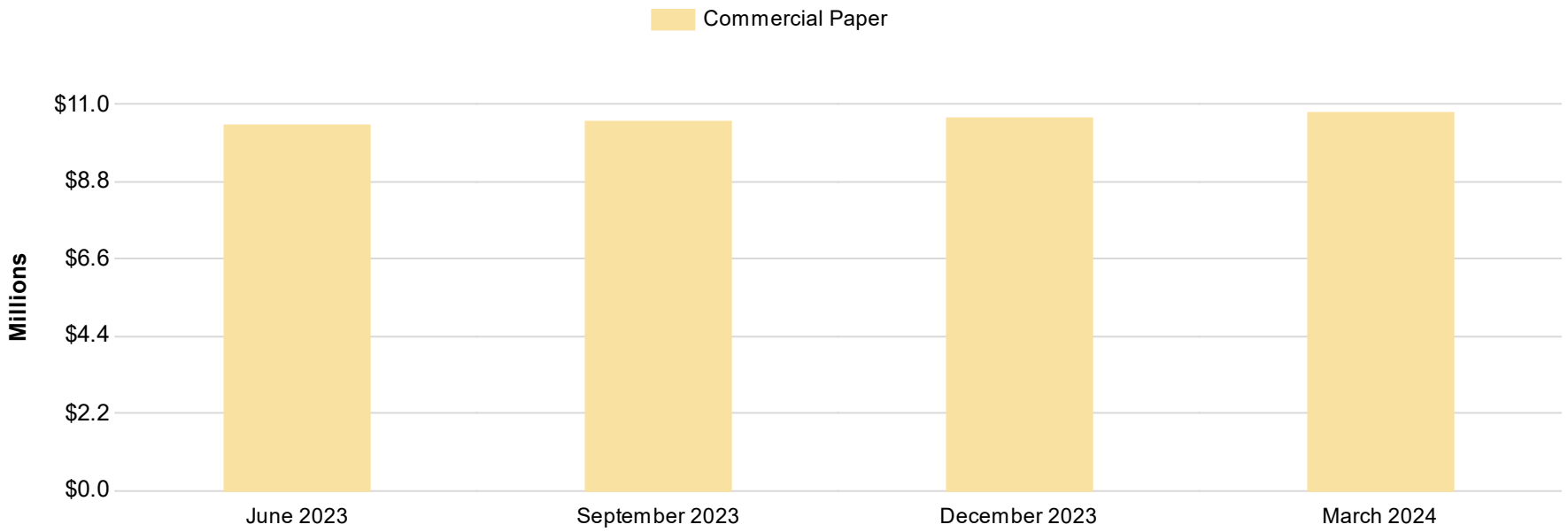
Issuer Diversification - CITY OF STOCKTON SHORT-TERM PORTFOLIO

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Commercial Paper	**100.0%**	
LMA AMERICAS LLC	100.0%	A / Aa / AA
Total	**100.0%**	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

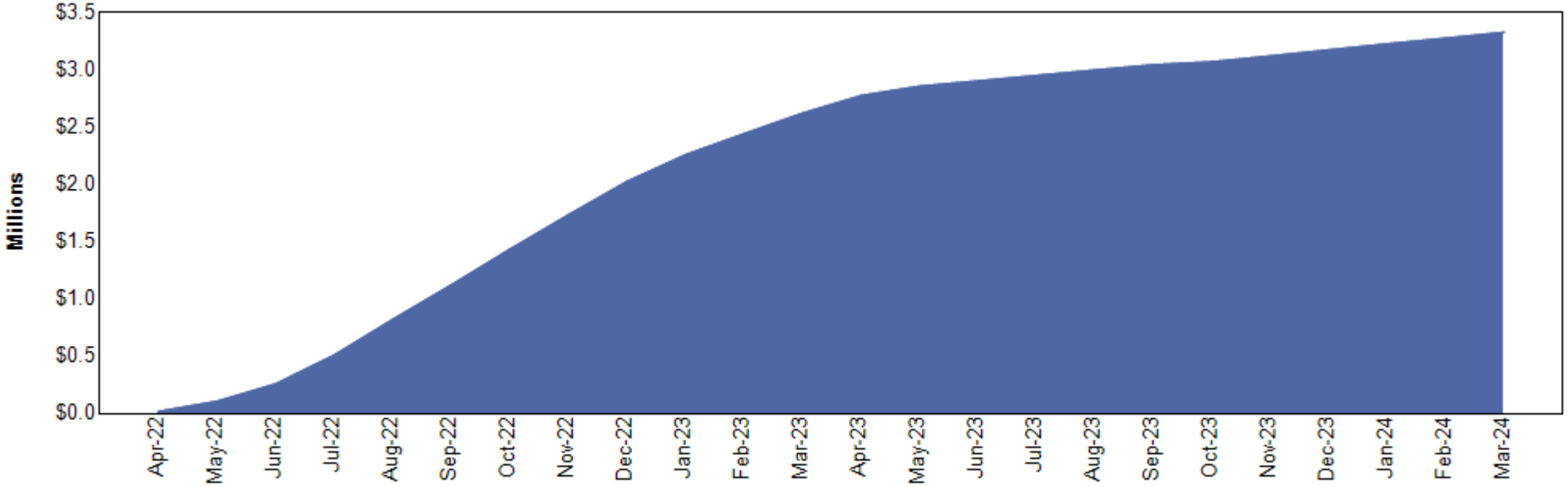
Sector Allocation Review - CITY OF STOCKTON SHORT-TERM PORTFOLIO

Security Type	Jun-23	% of Total	Sep-23	% of Total	Dec-23	% of Total	Mar-24	% of Total
Commercial Paper	$10.4	100.0%	$10.5	100.0%	$10.6	100.0%	$10.8	100.0%
Total	**$10.4**	**100.0%**	**$10.5**	**100.0%**	**$10.6**	**100.0%**	**$10.8**	**100.0%**



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.

Accrual Basis Earnings - CITY OF STOCKTON SHORT-TERM PORTFOLIO



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception[1]
Interest Earned[2]	-	$147,679	-	-	$1,356,238
Realized Gains / (Losses)[3]	-	-	-	-	-
Change in Amortized Cost	$154,590	$559,318	-	-	$1,953,898
Total Earnings	**$154,590**	**$706,997**	**-**	**-**	**$3,327,636**

1. The lesser of 10 years or since inception is shown. Performance inception date is February 1, 2022.
2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.
3. Realized gains / (losses) are shown on an amortized cost basis.

Reserve Portfolio Holdings and Transactions

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 03/31/2022 2.500% 03/31/2027	91282CEF4	5,350,000.00	AA+	Aaa	5/9/2023	5/10/2023	5,138,925.78	3.60	365.44	5,187,498.10	5,064,945.58
US TREASURY NOTES DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	4,840,000.00	AA+	Aaa	8/2/2022	8/3/2022	4,331,989.06	2.88	10,171.98	4,510,130.39	4,298,525.00
US TREASURY NOTES DTD 06/30/2022 3.250% 06/30/2027	91282CEW7	4,300,000.00	AA+	Aaa	3/30/2023	3/31/2023	4,214,000.00	3.76	35,321.43	4,234,336.34	4,152,859.16
US TREASURY NOTES DTD 06/30/2020 0.500% 06/30/2027	912828ZV5	4,215,000.00	AA+	Aaa	8/25/2022	8/26/2022	3,705,577.73	3.21	5,326.65	3,873,753.31	3,723,030.26
US TREASURY NOTES DTD 07/31/2022 2.750% 07/31/2027	91282CFB2	5,000,000.00	AA+	Aaa	5/12/2023	5/12/2023	4,857,226.56	3.48	23,042.58	4,887,337.77	4,748,437.50
US TREASURY NOTES DTD 08/15/2017 2.250% 08/15/2027	9128282R0	2,730,000.00	AA+	Aaa	9/1/2022	9/6/2022	2,588,274.61	3.40	7,762.50	2,633,290.49	2,548,711.07
US TREASURY NOTES DTD 08/31/2022 3.125% 08/31/2027	91282CFH9	5,030,000.00	AA+	Aaa	3/24/2023	3/24/2023	4,971,644.14	3.41	13,668.48	4,985,108.11	4,831,943.75
US TREASURY NOTES DTD 09/30/2020 0.375% 09/30/2027	91282CAL5	2,400,000.00	AA+	Aaa	10/28/2022	10/31/2022	1,998,843.75	4.17	24.59	2,114,609.17	2,092,500.00
US TREASURY NOTES DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	4,250,000.00	AA+	Aaa	3/30/2023	3/31/2023	4,320,224.61	3.73	73,689.05	4,304,838.08	4,216,132.60
US TREASURY NOTES DTD 10/31/2020 0.500% 10/31/2027	91282CAU5	5,340,000.00	AA+	Aaa	1/4/2023	1/6/2023	4,547,552.34	3.91	11,222.80	4,750,732.50	4,664,156.25
US TREASURY NOTES DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	1,790,000.00	AA+	Aaa	12/1/2022	12/2/2022	1,820,346.09	3.74	31,036.09	1,812,125.24	1,775,735.85
US TREASURY NOTES DTD 12/31/2022 3.875% 12/31/2027	91282CGC9	2,945,000.00	AA+	Aaa	2/1/2023	2/2/2023	2,981,582.42	3.60	28,843.20	2,972,931.59	2,898,064.06
US TREASURY NOTES DTD 01/31/2021 0.750% 01/31/2028	91282CBJ9	4,500,000.00	AA+	Aaa	5/12/2023	5/12/2023	3,976,347.66	3.44	5,655.91	4,075,006.80	3,936,797.10
US TREASURY NOTES DTD 01/31/2021 0.750% 01/31/2028	91282CBJ9	540,000.00	AA+	Aaa	3/14/2022	3/15/2022	498,382.03	2.15	678.71	512,874.69	472,415.65
US TREASURY NOTES DTD 02/28/2023 4.000% 02/29/2028	91282CGP0	4,825,000.00	AA+	Aaa	3/24/2023	3/24/2023	4,967,299.80	3.35	16,782.61	4,937,782.26	4,769,210.94

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	4,260,000.00	AA+	Aaa	3/30/2023	3/31/2023	4,253,510.16	3.66	421.93	4,254,813.81	4,152,834.59
US TREASURY NOTES DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	5,735,000.00	AA+	Aaa	5/9/2023	5/10/2023	5,152,315.04	3.53	195.87	5,258,939.54	5,095,189.06
US TREASURY NOTES DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	1,985,000.00	AA+	Aaa	5/8/2023	5/10/2023	1,786,655.08	3.49	67.79	1,822,949.87	1,763,548.44
US TREASURY NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	2,050,000.00	AA+	Aaa	5/1/2023	5/1/2023	2,040,230.47	3.61	30,158.65	2,042,028.15	1,988,500.00
US TREASURY NOTES DTD 05/15/2018 2.875% 05/15/2028	9128284N7	705,000.00	AA+	Aaa	11/30/2022	11/30/2022	666,280.08	4.00	7,684.31	675,760.92	667,106.25
US TREASURY NOTES DTD 09/30/2021 1.250% 09/30/2028	91282CCY5	525,000.00	AA+	Aaa	3/14/2022	3/15/2022	495,591.79	2.17	17.93	504,791.85	460,687.50
US TREASURY NOTES DTD 11/15/1998 5.250% 11/15/2028	912810FF0	1,000,000.00	AA+	Aaa	11/30/2022	11/30/2022	1,064,765.63	4.02	19,903.85	1,050,247.66	1,038,750.00
US TREASURY NOTES DTD 02/15/2019 2.625% 02/15/2029	9128286B1	500,000.00	AA+	Aaa	3/21/2022	3/22/2022	509,433.59	2.33	1,658.65	506,661.87	464,531.25
US TREASURY NOTES DTD 02/15/2019 2.625% 02/15/2029	9128286B1	2,165,000.00	AA+	Aaa	2/27/2023	2/28/2023	1,991,630.86	4.15	7,181.98	2,023,297.18	2,011,420.31
US TREASURY NOTES DTD 02/16/1999 5.250% 02/15/2029	912810FG8	1,875,000.00	AA+	Aaa	1/10/2023	1/11/2023	2,027,856.45	3.74	12,439.90	1,997,243.98	1,952,343.75
US TREASURY NOTES DTD 05/31/2022 2.750% 05/31/2029	91282CES6	2,675,000.00	AA+	Aaa	1/11/2023	1/12/2023	2,535,920.90	3.67	24,721.83	2,562,471.82	2,491,511.59
US TREASURY NOTES DTD 05/31/2022 2.750% 05/31/2029	91282CES6	1,145,000.00	AA+	Aaa	11/30/2022	11/30/2022	1,067,578.32	3.94	10,581.87	1,083,493.14	1,066,460.10
US TREASURY NOTES DTD 05/31/2022 2.750% 05/31/2029	91282CES6	670,000.00	AA+	Aaa	8/5/2022	8/9/2022	662,698.05	2.93	6,192.01	664,462.61	624,042.15
US TREASURY NOTES DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	3,450,000.00	AA+	Aaa	7/7/2023	7/10/2023	3,267,123.05	4.26	28,339.29	3,289,416.94	3,290,437.50
US TREASURY NOTES DTD 08/15/2019 1.625% 08/15/2029	912828YB0	520,000.00	AA+	Aaa	3/21/2022	3/22/2022	496,518.75	2.29	1,067.86	502,955.90	456,300.00
US TREASURY NOTES DTD 08/15/1999 6.125% 08/15/2029	912810FJ2	1,775,000.00	AA+	Aaa	1/10/2023	1/11/2023	2,023,083.98	3.72	13,739.18	1,977,134.87	1,929,757.81
US TREASURY NOTES DTD 11/30/2022 3.875% 11/30/2029	91282CFY2	1,070,000.00	AA+	Aaa	11/30/2022	11/30/2022	1,069,289.45	3.89	13,934.12	1,069,425.06	1,050,606.25

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 12/31/2022 3.875% 12/31/2029	91282CGB1	2,030,000.00	AA+	Aaa	1/10/2023	1/11/2023	2,059,339.84	3.64	19,881.73	2,054,200.18	1,993,206.25
US TREASURY NOTES DTD 02/15/2020 1.500% 02/15/2030	912828Z94	542,500.00	AA+	Aaa	4/6/2022	4/11/2022	498,040.43	2.66	1,028.37	509,221.23	466,210.94
US TREASURY NOTES DTD 02/28/2023 4.000% 02/28/2030	91282CGQ8	2,010,000.00	AA+	Aaa	2/27/2023	2/28/2023	2,000,892.19	4.08	6,991.30	2,002,309.83	1,986,131.25
US TREASURY NOTES DTD 05/15/2020 0.625% 05/15/2030	912828ZQ6	2,535,000.00	AA+	Aaa	1/10/2023	1/11/2023	2,057,608.01	3.56	6,006.70	2,137,024.95	2,047,012.50
US TREASURY NOTES DTD 11/15/1999 6.250% 05/15/2030	912810FM5	2,160,000.00	AA+	Aaa	1/11/2023	1/12/2023	2,519,859.38	3.64	51,181.32	2,460,106.61	2,386,125.00
US TREASURY NOTES DTD 11/15/1999 6.250% 05/15/2030	912810FM5	925,000.00	AA+	Aaa	11/30/2022	11/30/2022	1,065,123.05	3.89	21,917.92	1,040,011.02	1,021,835.94
US TREASURY NOTES DTD 05/31/2023 3.750% 05/31/2030	91282CHF1	2,830,000.00	AA+	Aaa	7/12/2023	7/12/2023	2,783,459.77	4.03	35,664.96	2,788,345.11	2,755,712.50
US TREASURY NOTES DTD 08/15/2020 0.625% 08/15/2030	91282CAE1	2,540,000.00	AA+	Aaa	2/27/2023	2/28/2023	1,995,586.72	3.97	2,006.18	2,075,101.03	2,033,587.50
US TREASURY NOTES DTD 08/15/2020 0.625% 08/15/2030	91282CAE1	2,545,000.00	AA+	Aaa	1/10/2023	1/11/2023	2,052,204.49	3.56	2,010.13	2,131,464.06	2,037,590.62
US TREASURY NOTES DTD 08/15/2020 0.625% 08/15/2030	91282CAE1	587,500.00	AA+	Aaa	4/6/2022	4/11/2022	498,755.37	2.65	464.03	519,747.78	470,367.19
US TREASURY NOTES DTD 11/15/2020 0.875% 11/15/2030	91282CAV3	1,330,000.00	AA+	Aaa	11/30/2022	11/30/2022	1,071,065.63	3.72	4,412.02	1,114,533.11	1,076,468.75
US TREASURY NOTES DTD 11/15/2020 0.875% 11/15/2030	91282CAV3	3,000,000.00	AA+	Aaa	7/11/2023	7/12/2023	2,405,390.63	4.02	9,951.92	2,463,898.60	2,428,125.00
US TREASURY NOTES DTD 02/15/2001 5.375% 02/15/2031	912810FP8	1,800,000.00	AA+	Aaa	1/10/2023	1/11/2023	2,021,273.44	3.61	12,226.65	1,987,899.09	1,928,250.00
US TREASURY NOTES DTD 02/15/2001 5.375% 02/15/2031	912810FP8	1,820,000.00	AA+	Aaa	2/27/2023	2/28/2023	1,991,620.31	3.98	12,362.50	1,968,139.77	1,949,675.00
US TREASURY NOTES DTD 02/15/2001 5.375% 02/15/2031	912810FP8	2,955,000.00	AA+	Aaa	7/7/2023	7/10/2023	3,201,326.95	4.09	20,072.08	3,177,732.07	3,165,543.75
US TREASURY NOTES DTD 02/15/2021 1.125% 02/15/2031	91282CBL4	565,000.00	AA+	Aaa	4/6/2022	4/11/2022	498,104.88	2.63	803.26	513,027.96	463,300.00
US TREASURY NOTES DTD 05/15/2021 1.625% 05/15/2031	91282CCB5	2,930,000.00	AA+	Aaa	1/11/2023	1/12/2023	2,530,673.05	3.53	18,050.90	2,589,031.18	2,469,440.63

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 05/15/2021 1.625% 05/15/2031	91282CCB5	1,265,000.00	AA+	Aaa	11/30/2022	11/30/2022	1,070,802.73	3.76	7,793.30	1,101,491.94	1,066,157.81
US TREASURY NOTES DTD 08/15/2021 1.250% 08/15/2031	91282CCS8	562,500.00	AA+	Aaa	4/6/2022	4/11/2022	498,515.62	2.63	888.56	512,032.39	458,085.94
US TREASURY NOTES DTD 08/15/2021 1.250% 08/15/2031	91282CCS8	2,465,000.00	AA+	Aaa	2/27/2023	2/28/2023	1,994,627.93	3.92	3,893.89	2,055,213.07	2,007,434.37
US TREASURY NOTES DTD 11/15/2021 1.375% 11/15/2031	91282CDJ7	1,305,000.00	AA+	Aaa	11/30/2022	11/30/2022	1,068,927.54	3.77	6,802.85	1,104,136.39	1,066,021.88
US TREASURY NOTES DTD 11/15/2021 1.375% 11/15/2031	91282CDJ7	2,080,000.00	AA+	Aaa	1/10/2023	1/11/2023	1,739,075.00	3.55	10,842.86	1,786,150.09	1,699,100.00
US TREASURY NOTES DTD 02/15/2022 1.875% 02/15/2032	91282CDY4	2,365,000.00	AA+	Aaa	2/27/2023	2/28/2023	1,999,625.98	3.94	5,603.88	2,044,042.25	1,996,946.88
US TREASURY NOTES DTD 05/15/2022 2.875% 05/15/2032	91282CEP2	2,175,000.00	AA+	Aaa	1/10/2023	1/11/2023	2,056,224.61	3.57	23,706.90	2,071,750.35	1,975,171.88
US TREASURY NOTES DTD 05/15/2022 2.875% 05/15/2032	91282CEP2	1,150,000.00	AA+	Aaa	11/30/2022	11/30/2022	1,067,164.06	3.79	12,534.68	1,078,867.57	1,044,343.75
US TREASURY NOTES DTD 05/15/2022 2.875% 05/15/2032	91282CEP2	2,670,000.00	AA+	Aaa	1/11/2023	1/12/2023	2,525,548.83	3.56	29,102.27	2,544,393.97	2,424,693.75
US TREASURY NOTES DTD 05/15/2022 2.875% 05/15/2032	91282CEP2	660,000.00	AA+	Aaa	8/5/2022	8/9/2022	662,629.69	2.83	7,193.82	662,186.62	599,362.50
US TREASURY NOTES DTD 11/15/2022 4.125% 11/15/2032	91282CFV8	1,965,000.00	AA+	Aaa	1/10/2023	1/11/2023	2,054,269.34	3.57	30,730.12	2,043,197.56	1,951,797.55
US TREASURY NOTES DTD 11/15/2022 4.125% 11/15/2032	91282CFV8	1,055,000.00	AA+	Aaa	11/30/2022	11/30/2022	1,084,877.93	3.78	16,498.87	1,080,870.12	1,047,911.67
US TREASURY NOTES DTD 11/15/2022 4.125% 11/15/2032	91282CFV8	3,225,000.00	AA+	Aaa	7/7/2023	7/10/2023	3,242,006.84	4.06	50,434.93	3,240,682.54	3,203,331.87
US TREASURY NOTES DTD 02/15/2023 3.500% 02/15/2033	91282CGM7	2,065,000.00	AA+	Aaa	2/27/2023	2/28/2023	1,993,450.98	3.92	9,133.65	2,001,274.20	1,955,942.19
US TREASURY NOTES DTD 08/15/2023 3.875% 08/15/2033	91282CHT1	2,385,000.00	AA+	Aaa	10/2/2023	10/2/2023	2,236,496.48	4.67	11,679.29	2,243,993.75	2,322,393.75
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	7,500.00	AA+	Aaa	6/3/2019	6/5/2019	7,533.98	1.90	63.05	7,500.55	7,478.91
US TREASURY NOTES DTD 08/31/2017 1.875% 08/31/2024	9128282U3	7,500.00	AA+	Aaa	11/25/2020	11/27/2020	7,952.05	0.26	12.23	7,550.04	7,394.53

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 09/15/2021 0.375% 09/15/2024	91282CCX7	7,500.00	AA+	Aaa	10/4/2021	10/6/2021	7,472.75	0.50	1.30	7,495.77	7,337.11
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	9128283J7	7,500.00	AA+	Aaa	1/3/2020	1/7/2020	7,673.73	1.63	53.56	7,523.60	7,348.83
US TREASURY NOTES DTD 02/29/2020 1.125% 02/28/2025	912828ZC7	12,500.00	AA+	Aaa	10/4/2021	10/6/2021	12,719.24	0.60	12.23	12,558.83	12,060.55
US TREASURY NOTES DTD 04/30/2020 0.375% 04/30/2025	912828ZL7	932,500.00	AA+	Aaa	4/5/2021	4/7/2021	920,333.79	0.70	1,469.84	929,269.89	887,477.78
US TREASURY NOTES DTD 06/30/2020 0.250% 06/30/2025	912828ZW3	1,597,500.00	AA+	Aaa	10/4/2021	10/6/2021	1,571,103.81	0.70	1,009.41	1,588,688.36	1,507,890.15
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	2,725,000.00	AA+	Aaa	8/17/2021	8/20/2021	2,683,486.33	0.63	592.39	2,710,419.45	2,554,687.50
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	6,095,000.00	AA+	Aaa	8/19/2021	8/20/2021	6,004,527.34	0.62	1,325.00	6,063,223.94	5,714,062.50
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	3,500,000.00	AA+	Aaa	10/4/2021	10/6/2021	3,425,898.44	0.78	3,677.88	3,471,177.19	3,259,375.00
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	6,772,500.00	AA+	Aaa	11/1/2021	11/2/2021	6,589,430.86	1.05	8,535.02	6,697,747.79	6,299,482.86
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	700,000.00	AA+	Aaa	1/11/2021	1/13/2021	695,980.47	0.49	663.46	698,583.30	649,250.00
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	5,700,000.00	AA+	Aaa	5/6/2021	5/10/2021	5,606,707.03	0.73	5,402.47	5,664,850.11	5,286,750.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	1,195,000.00	AA+	Aaa	7/2/2021	7/7/2021	1,172,033.59	0.80	750.98	1,185,780.41	1,104,814.78
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026	9128286A3	1,707,500.00	AA+	Aaa	2/4/2021	2/4/2021	1,890,055.76	0.46	7,511.36	1,774,630.82	1,645,603.13
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	7,635,000.00	AA+	Aaa	2/18/2022	2/22/2022	7,215,969.73	1.83	4,798.09	7,439,899.04	7,058,795.72
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	8,475,000.00	AA+	Aaa	1/4/2022	1/6/2022	8,174,402.34	1.27	5,325.98	8,339,468.08	7,835,401.92
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	1,980,000.00	AA+	Aaa	12/3/2021	12/7/2021	1,926,632.81	1.15	860.87	1,955,874.16	1,829,953.22
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	10,690,000.00	AA+	Aaa	2/2/2022	2/3/2022	10,249,872.66	1.55	4,647.83	10,483,264.55	9,879,898.98

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	4,360,000.00	AA+	Aaa	6/6/2022	6/8/2022	3,995,871.88	2.99	10,989.34	4,162,022.56	4,016,650.00
US TREASURY NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	805,000.00	AA+	Aaa	6/7/2021	6/7/2021	803,176.17	0.80	2,029.00	804,207.90	741,606.25
US TREASURY NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	3,155,000.00	AA+	Aaa	10/4/2021	10/6/2021	3,133,186.13	0.90	7,952.15	3,144,851.03	2,906,543.75
US TREASURY NOTES DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	3,700,000.00	AA+	Aaa	4/5/2022	4/7/2022	3,406,746.09	2.77	88.46	3,536,623.36	3,385,500.00
US TREASURY NOTES DTD 11/15/2016 2.000% 11/15/2026	912828U24	2,540,000.00	AA+	Aaa	8/8/2022	8/9/2022	2,437,606.25	3.01	19,259.34	2,477,079.40	2,384,425.00
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	1,390,000.00	AA+	Aaa	5/12/2023	5/12/2023	1,328,047.27	3.52	3,952.34	1,342,690.64	1,308,337.50
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	855,000.00	AA+	Aaa	8/8/2022	8/9/2022	828,515.04	2.99	2,431.11	838,156.14	804,768.75
Security Type Sub-Total		**227,210,000.00**					**216,676,201.47**	**2.91**	**987,185.57**	**219,531,663.31**	**211,297,664.65**
Negotiable CD											
COOPERAT RABOBANK UA/NY CERT DEPOS DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	4,200,000.00	A+	Aa2	7/17/2023	7/20/2023	4,200,000.00	5.08	43,857.33	4,200,000.00	4,174,161.60
Security Type Sub-Total		**4,200,000.00**					**4,200,000.00**	**5.08**	**43,857.33**	**4,200,000.00**	**4,174,161.60**
Municipal											
SAN DIEGO CCD, CA TXBL GO BONDS DTD 10/16/2019 2.046% 08/01/2024	797272QP9	725,000.00	AAA	Aa1	9/18/2019	10/16/2019	725,000.00	2.05	2,472.25	725,000.00	716,872.75
MD ST TXBL GO BONDS DTD 08/05/2020 0.510% 08/01/2024	574193TQ1	647,500.00	AAA	Aaa	7/23/2020	8/5/2020	647,318.70	0.52	550.38	647,484.82	637,036.40
CA ST UNIV TXBL REV BONDS DTD 09/17/2020 0.685% 11/01/2024	13077DNC2	625,000.00	AA-	Aa2	8/27/2020	9/17/2020	625,000.00	0.69	1,783.85	625,000.00	609,487.50
CA ST DEPT WTR RES WTR SYS TXBL REV BNDS DTD 08/06/2020 0.560% 12/01/2024	13067WRB0	77,500.00	AAA	Aa1	7/30/2020	8/6/2020	77,500.00	0.56	144.67	77,500.00	75,271.10

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal											
UNIV OF CAL TXBL REV BONDS DTD 07/16/2020 0.883% 05/15/2025	91412HGE7	460,000.00	AA	Aa2	7/14/2020	7/16/2020	461,665.20	0.81	1,534.46	460,363.96	439,010.20
UNIV OF CAL TXBL REV BONDS DTD 07/16/2020 0.883% 05/15/2025	91412HGE7	300,000.00	AA	Aa2	7/10/2020	7/16/2020	300,000.00	0.88	1,000.73	300,000.00	286,311.00
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	1,050,000.00	AA	Aa3	9/3/2020	9/16/2020	1,057,423.50	1.11	3,302.25	1,051,935.46	1,001,112.00
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	825,000.00	AA	Aa3	9/3/2020	9/16/2020	825,000.00	1.26	2,594.63	825,000.00	786,588.00
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	965,000.00	AA+	Aaa	10/30/2020	11/10/2020	965,000.00	0.77	1,243.24	965,000.00	912,976.85
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	557,500.00	AA-	A1	1/22/2021	2/4/2021	557,500.00	1.05	1,459.26	557,500.00	523,035.35
Security Type Sub-Total		**6,232,500.00**					**6,241,407.40**	**1.04**	**16,085.72**	**6,234,784.24**	**5,987,701.15**
Federal Agency											
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	335,000.00	AA+	Aaa	4/15/2020	4/16/2020	333,338.40	0.60	777.01	334,655.66	319,693.85
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	6,640,000.00	AA+	Aaa	6/2/2020	6/3/2020	6,682,296.80	0.49	18,329.17	6,649,151.66	6,338,723.28
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	1,490,000.00	AA+	Aaa	9/17/2020	9/18/2020	1,495,304.40	0.42	2,152.22	1,491,352.88	1,411,427.83
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	4,150,000.00	AA+	Aaa	10/2/2020	10/5/2020	4,167,720.50	0.41	5,994.44	4,154,564.37	3,931,158.05
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	1,002,500.00	AA+	Aaa	6/17/2020	6/19/2020	1,000,424.83	0.54	1,448.06	1,001,997.14	949,635.17
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	2,310,000.00	AA+	Aaa	7/21/2020	7/23/2020	2,298,496.20	0.48	1,684.38	2,306,997.91	2,177,332.08
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	3,075,000.00	AA+	Aaa	10/22/2020	10/23/2020	3,057,780.00	0.49	1,153.13	3,070,020.14	2,886,453.30

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency											
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	920,000.00	AA+	Aaa	8/25/2020	8/27/2020	915,694.40	0.47	345.00	918,793.77	863,589.28
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	3,545,000.00	AA+	Aaa	9/23/2020	9/25/2020	3,534,329.55	0.44	295.42	3,541,840.99	3,319,821.60
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/29/2020 0.530% 09/29/2025	3133EMBH4	2,265,000.00	AA+	Aaa	10/7/2020	10/9/2020	2,261,036.25	0.57	66.69	2,263,808.26	2,123,052.45
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	1,955,000.00	AA+	Aaa	11/19/2020	11/24/2020	1,954,257.10	0.51	3,910.00	1,954,759.76	1,825,217.33
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	6,190,000.00	AA+	Aaa	12/3/2020	12/4/2020	6,188,885.80	0.50	12,380.00	6,189,637.68	5,779,076.85
US TREASURY NOTES DTD 08/31/2022 3.125% 08/31/2029	91282CFJ5	2,120,000.00	AA+	Aaa	2/27/2023	2/28/2023	2,000,998.44	4.12	5,760.87	2,020,932.20	2,006,712.50
US TREASURY NOTES DTD 08/15/2022 2.750% 08/15/2032	91282CFF3	2,195,000.00	AA+	Aaa	2/27/2023	2/28/2023	1,991,190.82	3.93	7,628.23	2,014,661.90	1,968,983.48
FEDERAL HOME LOAN BANK NOTES DTD 08/25/2022 3.375% 09/10/2032	3130AT4C8	875,000.00	AA+	Aaa	11/1/2022	11/3/2022	779,616.25	4.77	1,722.66	793,265.22	810,191.38
Security Type Sub-Total		**39,067,500.00**					**38,661,369.74**	**0.96**	**63,647.28**	**38,706,439.54**	**36,711,068.43**
Corporate											
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	2,500.00	AA	A1	5/10/2021	5/12/2021	2,496.35	0.50	4.34	2,499.86	2,485.33
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/10/2022 1.250% 01/10/2025	24422EVY2	212,500.00	A	A1	3/8/2022	3/10/2022	207,142.87	2.17	597.66	211,032.86	205,966.05
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025	594918BB9	2,295,000.00	AAA	Aaa	3/4/2021	3/8/2021	2,457,049.95	0.87	8,434.13	2,322,108.73	2,246,263.38
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	1,595,000.00	A+	A1	5/21/2020	5/26/2020	1,616,692.00	1.50	3,828.00	1,599,001.19	1,547,896.46

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	292,500.00	A+	A1	5/20/2020	5/26/2020	295,357.73	1.58	702.00	293,027.12	283,861.89
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	3,680,000.00	AA-	Aa3	5/8/2020	5/12/2020	3,809,756.80	0.99	8,407.78	3,701,879.37	3,574,674.72
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	2,567,500.00	AA	A1	4/11/2022	4/13/2022	2,563,417.67	3.06	35,945.00	2,566,095.77	2,510,753.12
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	1,355,000.00	BBB+	A3	4/28/2021	5/4/2021	1,358,590.75	0.91	5,538.56	1,355,098.56	1,348,002.78
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	1,817,500.00	BBB+	A2	2/12/2021	2/17/2021	2,030,474.65	0.94	24,422.66	1,865,005.26	1,778,898.12
HONEYWELL INTL CORP NOTES (CALLABLE) DTD 05/18/2020 1.350% 06/01/2025	438516CB0	2,000,000.00	A	A2	9/3/2021	9/8/2021	2,039,160.00	0.82	9,000.00	2,011,621.49	1,915,664.00
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 08/10/2021 0.768% 08/09/2025	46647PCM6	1,680,000.00	A-	A1	8/3/2021	8/10/2021	1,680,000.00	0.77	1,863.68	1,680,000.00	1,648,083.36
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	437,500.00	A	A1	2/2/2022	2/7/2022	437,500.00	1.75	1,167.03	437,500.00	422,298.63
STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026	857477BM4	3,750,000.00	A	A1	8/8/2022	8/10/2022	3,639,037.50	3.78	302.19	3,689,171.16	3,650,681.25
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	1,875,000.00	A-	A1	3/17/2022	3/22/2022	1,875,000.00	3.38	31,548.75	1,875,000.00	1,834,831.88
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/10/2023 5.050% 08/10/2026	69371RS56	3,800,000.00	A+	A1	8/10/2023	8/14/2023	3,815,846.00	4.90	27,185.83	3,812,493.96	3,808,698.20
BANK OF AMERICA NA CORPORATE NOTES DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	1,885,000.00	A+	Aa1	8/14/2023	8/18/2023	1,885,000.00	5.53	12,441.94	1,885,000.00	1,902,898.08

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
JP MORGAN CORP NOTES (CALLABLE) DTD 12/08/2023 5.110% 12/08/2026	48125LRU8	3,150,000.00	A+	Aa2	12/5/2023	12/8/2023	3,150,000.00	5.11	50,525.13	3,150,000.00	3,152,866.50
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	2,140,000.00	A	A2	1/27/2022	1/31/2022	2,138,694.60	1.96	8,809.67	2,139,265.08	1,985,943.54
MICROSOFT CORP CORP NOTES (CALLABLE) DTD 02/06/2017 3.300% 02/06/2027	594918BY9	2,325,000.00	AAA	Aaa	1/27/2023	1/31/2023	2,259,644.25	4.07	11,721.88	2,278,622.81	2,254,066.58
TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 08/03/2020 1.125% 08/03/2027	89788MAC6	2,520,000.00	A-	A3	8/5/2022	8/9/2022	2,213,719.20	3.83	4,567.50	2,314,859.18	2,207,867.76
INTEL CORP NOTES (CALLABLE) DTD 08/05/2022 3.750% 08/05/2027	458140BY5	2,165,000.00	A-	A3	8/10/2022	8/12/2022	2,165,476.30	3.75	12,629.17	2,165,317.00	2,091,439.80
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	3,450,000.00	A	A2	1/25/2023	1/27/2023	3,255,385.50	4.15	4,561.67	3,304,873.52	3,242,189.25
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 02/24/2022 2.947% 02/24/2028	46647PCW4	1,605,000.00	A-	A1	9/14/2023	9/18/2023	1,467,563.85	5.13	4,861.32	1,484,191.93	1,506,631.16
HERSHEY COMPANY CORP NOTES CALLABLE DTD 05/04/2023 4.250% 05/04/2028	427866BH0	2,785,000.00	A	A1	5/9/2023	5/11/2023	2,801,821.40	4.11	48,331.35	2,798,757.84	2,753,122.89
APPLE INC CORP NOTES CALLABLE DTD 05/10/2023 4.000% 05/10/2028	037833ET3	1,370,000.00	AA+	Aaa	5/12/2023	5/16/2023	1,380,946.30	3.82	21,463.33	1,378,984.40	1,348,185.49
APPLE INC CORP NOTES CALLABLE DTD 05/10/2023 4.000% 05/10/2028	037833ET3	4,675,000.00	AA+	Aaa	5/9/2023	5/11/2023	4,673,083.25	4.01	73,241.67	4,673,425.45	4,600,559.98
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	600,000.00	A	A1	7/13/2023	7/14/2023	608,160.00	4.64	6,352.50	606,989.82	603,588.60
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	1,420,000.00	A	A1	7/11/2023	7/14/2023	1,417,884.20	4.98	15,034.25	1,418,187.62	1,428,493.02
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 09/11/2023 5.250% 09/11/2028	89236TLB9	1,400,000.00	A+	A1	9/6/2023	9/11/2023	1,397,564.00	5.29	4,083.33	1,397,805.00	1,421,841.40

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
CITIBANK NA CORP NOTES (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	4,935,000.00	A+	Aa3	9/26/2023	9/29/2023	4,935,000.00	5.80	1,590.99	4,935,000.00	5,106,757.74
BLACKROCK FUNDING INC CORPORATE NOTES (C DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	405,000.00	AA-	Aa3	3/5/2024	3/14/2024	404,266.95	4.74	898.88	404,273.32	405,226.40
Security Type Sub-Total		**64,190,000.00**					**63,981,732.07**	**3.54**	**440,062.19**	**63,757,088.30**	**62,790,737.36**
Agency CMBS											
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	2,843,880.09	AA+	Aaa	5/19/2023	5/24/2023	2,756,341.90	4.31	7,932.06	2,778,139.40	2,745,976.56
FHMS K064 A2 DTD 05/15/2017 3.224% 03/01/2027	3137BXQY1	4,477,651.00	AA+	Aaa	8/16/2023	8/18/2023	4,223,684.23	4.98	12,029.96	4,268,339.89	4,299,439.15
FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	2,540,000.00	AA+	Aaa	8/16/2023	8/18/2023	2,394,842.97	4.97	6,864.35	2,419,767.82	2,437,117.73
FHLMC MULTIFAMILY STRUCTURED P DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	3,941,658.00	AA+	Aaa	8/17/2023	8/22/2023	3,686,066.11	5.01	10,238.46	3,727,398.23	3,763,151.31
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	4,006,761.74	AA+	Aaa	9/20/2023	9/28/2023	3,943,883.63	5.19	16,027.05	3,950,261.36	3,993,046.79
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	2,089,531.88	AA+	Aaa	9/7/2023	9/14/2023	2,058,282.93	5.01	8,096.94	2,061,609.95	2,080,715.31
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	3,404,722.14	AA+	Aaa	7/19/2023	7/27/2023	3,404,637.00	4.78	13,553.63	3,404,648.97	3,385,834.72
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	4,200,000.00	AA+	Aaa	7/13/2023	7/20/2023	4,241,949.60	4.59	16,866.50	4,235,909.61	4,212,225.15
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BQDE6	4,250,000.00	AA+	Aaa	7/18/2023	7/31/2023	4,177,949.22	4.58	14,839.58	4,187,772.50	4,165,755.91
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	4,300,000.00	AA+	Aaa	10/11/2023	10/19/2023	4,205,675.20	5.26	16,985.00	4,213,600.26	4,300,482.76
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	2,361,432.47	AA+	Aaa	9/19/2023	9/28/2023	2,361,420.66	5.27	10,374.56	2,361,421.77	2,390,575.62
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	4,200,000.00	AA+	Aaa	9/7/2023	9/14/2023	4,137,869.40	4.99	16,275.00	4,144,107.72	4,187,066.27

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Agency CMBS											
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	3,305,000.00	AA+	Aaa	10/25/2023	10/31/2023	3,199,626.69	5.60	13,357.71	3,207,678.42	3,320,997.49
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	4,200,000.00	AA+	Aaa	9/20/2023	9/28/2023	4,149,797.40	5.07	16,800.00	4,154,418.95	4,212,598.49
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	2,440,000.00	AA+	Aaa	11/28/2023	12/7/2023	2,432,989.88	4.93	9,882.00	2,433,402.18	2,453,821.53
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	1,675,000.00	AA+	Aaa	11/14/2023	11/21/2023	1,670,157.58	5.14	7,075.48	1,670,477.30	1,697,949.16
FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9	2,215,000.00	AA+	Aaa	12/11/2023	12/21/2023	2,235,683.67	4.78	9,229.17	2,234,620.19	2,240,271.51
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	2,495,000.00	AA+	Aaa	2/1/2024	2/8/2024	2,519,947.51	4.34	9,505.95	2,519,262.21	2,481,381.74
FHMS K513 A2 DTD 01/01/2024 4.724% 12/01/2028	3137HBFY5	2,505,000.00	AA+	Aaa	1/10/2024	1/18/2024	2,530,022.45	4.50	9,861.35	2,529,079.14	2,507,418.83
FHMS K517 A2 DTD 03/01/2024 5.355% 01/01/2029	3137HC2C5	3,760,000.00	AA+	Aaa	3/5/2024	3/14/2024	3,872,747.36	4.66	16,779.00	3,871,731.33	3,863,246.25
FHMS K515 A2 DTD 02/01/2024 5.400% 01/01/2029	3137HBPD0	4,200,000.00	AA+	Aaa	2/14/2024	2/22/2024	4,313,148.00	4.78	18,900.00	4,310,940.94	4,318,269.98
FHMS K516 A2 DTD 03/01/2024 5.477% 01/01/2029	3137HBPM0	4,200,000.00	AA+	Aaa	2/29/2024	3/7/2024	4,325,987.40	4.78	19,169.50	4,324,421.43	4,333,830.44
FHMS K518 A2 DTD 03/01/2024 5.400% 01/01/2029	3137HC2L5	3,040,000.00	AA+	Aaa	3/19/2024	3/28/2024	3,113,400.80	4.83	13,680.00	3,113,253.28	3,138,332.27
Security Type Sub-Total		**76,650,637.32**					**75,956,111.59**	**4.89**	**294,323.25**	**76,122,262.85**	**76,529,504.97**
ABS											
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	47,142.98	NR	Aaa	2/17/2021	2/24/2021	47,142.11	0.27	3.54	47,142.76	46,874.19
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	90,275.07	AAA	NR	4/20/2021	4/28/2021	90,265.58	0.38	15.25	90,271.92	89,522.14
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	74,013.36	AAA	NR	1/20/2021	1/27/2021	73,998.73	0.34	11.18	74,008.25	73,036.39
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	445,344.26	AAA	Aaa	9/21/2021	9/27/2021	445,308.76	0.43	85.11	445,329.48	434,805.37

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	243,385.10	AAA	NR	4/13/2021	4/21/2021	243,332.65	0.52	56.25	243,364.66	239,401.69
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	263,438.25	AAA	NR	11/9/2021	11/17/2021	263,379.45	0.75	86.64	263,410.50	257,634.13
HAROT 2022-2 A3 DTD 08/24/2022 3.730% 07/20/2026	43815PAC3	310,000.00	AAA	NR	8/15/2022	8/24/2022	309,981.52	3.73	417.55	309,989.11	305,638.61
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	797,500.00	AAA	Aaa	9/20/2021	9/27/2021	797,329.25	0.58	205.58	797,415.57	779,824.85
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027	161571HV9	3,825,000.00	AAA	NR	1/24/2024	1/31/2024	3,824,417.45	4.61	7,820.00	3,824,448.72	3,804,879.74
CCCIT 2023-A1 A1 DTD 12/01/2023 5.230% 12/01/2027	17305EGW9	930,000.00	AAA	Aaa	12/4/2023	12/11/2023	929,883.38	5.23	16,213.00	929,891.54	931,380.49
KCOT 2023-2A A3 DTD 07/26/2023 5.280% 01/18/2028	500945AC4	1,085,000.00	NR	Aaa	7/18/2023	7/26/2023	1,084,725.93	5.29	2,546.13	1,084,767.79	1,087,820.67
BAAT 2023-1A A3 DTD 07/31/2023 5.530% 02/15/2028	06428AAC2	1,775,000.00	NR	Aaa	7/25/2023	7/31/2023	1,774,932.73	5.53	4,362.56	1,774,942.66	1,781,989.24
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	2,640,000.00	AAA	NR	8/15/2023	8/22/2023	2,639,455.63	5.42	5,157.53	2,639,529.61	2,650,572.67
TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	825,000.00	AAA	NR	8/8/2023	8/15/2023	824,813.39	5.17	1,892.00	824,838.53	826,122.66
USAOT 2023-A A3 DTD 09/15/2023 5.580% 05/15/2028	90291VAC4	3,375,000.00	AAA	Aaa	9/7/2023	9/15/2023	3,374,409.38	5.58	8,370.00	3,374,470.78	3,398,774.51
BAAT 2023-2A A3 DTD 11/21/2023 5.740% 06/15/2028	06054YAC1	3,075,000.00	NR	Aaa	11/15/2023	11/21/2023	3,074,944.34	5.74	7,844.67	3,074,948.25	3,112,983.54
TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	805,000.00	AAA	NR	11/7/2023	11/14/2023	804,913.22	5.54	1,982.09	804,919.38	813,312.03
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	2,880,000.00	AAA	Aaa	8/15/2023	8/23/2023	2,879,821.44	5.53	7,078.40	2,879,843.23	2,898,961.34
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	3,460,000.00	AAA	NR	9/12/2023	9/19/2023	3,459,845.34	5.23	8,042.58	3,459,860.05	3,489,460.17
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	3,380,000.00	AAA	NR	9/7/2023	9/15/2023	3,379,063.06	5.17	7,751.47	3,379,153.98	3,404,081.49
HART 2023-C A3 DTD 11/13/2023 5.540% 10/16/2028	44918CAD4	1,190,000.00	AAA	NR	11/3/2023	11/13/2023	1,189,843.52	5.54	2,930.04	1,189,854.26	1,202,712.41

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	1,520,000.00	NR	Aaa	12/7/2023	12/14/2023	1,519,795.86	4.98	3,364.27	1,519,806.87	1,525,226.52
GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	410,000.00	NR	Aaa	1/9/2024	1/17/2024	409,917.55	4.85	828.54	409,920.64	408,903.74
Security Type Sub-Total		**33,446,099.02**					**33,441,520.27**	**5.01**	**87,064.38**	**33,442,128.54**	**33,563,918.59**
Managed Account Sub Total		**450,996,736.34**					**439,158,342.54**	**3.34**	**1,932,225.72**	**441,994,366.78**	**431,054,756.75**
Securities Sub Total		**$450,996,736.34**					**$439,158,342.54**	**3.34%**	**$1,932,225.72**	**$441,994,366.78**	**$431,054,756.75**
Accrued Interest											**$1,932,225.72**
Total Investments											**$432,986,982.47**

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
BUY									
1/9/2024	1/17/2024	410,000.00	36268GAD7	GMCAR 2024-1 A3	4.85%	12/18/2028	409,917.55	4.85%	
1/10/2024	1/18/2024	2,505,000.00	3137HBFY5	FHMS K513 A2	4.72%	12/1/2028	2,535,610.55	4.50%	
1/24/2024	1/31/2024	3,825,000.00	161571HV9	CHAIT 2024-A1 A	4.60%	1/15/2027	3,824,417.45	4.61%	
2/1/2024	2/8/2024	2,495,000.00	3137HBLV4	FHMS K514 A2	4.57%	12/1/2028	2,522,165.57	4.34%	
2/14/2024	2/22/2024	4,200,000.00	3137HBPD0	FHMS K515 A2	5.40%	1/1/2029	4,326,378.00	4.78%	
2/29/2024	3/7/2024	4,200,000.00	3137HBPM0	FHMS K516 A2	5.47%	1/1/2029	4,329,821.30	4.78%	
3/5/2024	3/14/2024	405,000.00	09290DAA9	BLACKROCK FUNDING INC CORPORATE NOTES (C	4.70%	3/14/2029	404,266.95	4.74%	
3/5/2024	3/14/2024	3,760,000.00	3137HC2C5	FHMS K517 A2	5.35%	1/1/2029	3,880,018.26	4.66%	
3/19/2024	3/28/2024	3,040,000.00	3137HC2L5	FHMS K518 A2	5.40%	1/1/2029	3,125,712.80	4.83%	
3/25/2024	3/25/2024	3,260,000.00	912797GY7	US TREASURY BILL	0.00%	3/28/2024	3,258,591.10	5.19%	
Total BUY		**28,100,000.00**					**28,616,899.53**		**0.00**
INTEREST									
1/1/2024	1/1/2024	1,875,000.00	341271AD6	FL ST BOARD OF ADMIN TXBL REV BONDS	1.25%	7/1/2025	11,793.75		
1/1/2024	1/1/2024	557,500.00	646140DP5	NJ TURNPIKE AUTHORITY TXBL REV BONDS	1.04%	1/1/2026	2,918.51		
1/1/2024	1/25/2024	4,477,651.00	3137BXQY1	FHMS K064 A2	3.22%	3/1/2027	12,029.96		
1/1/2024	1/25/2024	4,200,000.00	3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	16,275.00		
1/1/2024	1/25/2024	2,215,000.00	3137HBCF9	FHMS K512 A2	5.00%	11/1/2028	9,229.17		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
1/1/2024	1/25/2024	3,941,658.00	3137F2LJ3	FHLMC MULTIFAMILY STRUCTURED P	3.11%	6/1/2027	10,238.46		
1/1/2024	1/25/2024	3,305,000.00	3137HAST4	FHMS K509 A2	4.85%	9/1/2028	13,357.71		
1/1/2024	1/25/2024	2,440,000.00	3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	9,882.00		
1/1/2024	1/25/2024	2,540,000.00	3137F1G44	FHLMC MULTIFAMILY STRUCTURED P	3.24%	4/1/2027	6,864.35		
1/1/2024	1/25/2024	4,200,000.00	3137HAMS2	FHMS K507 A2	4.80%	9/1/2028	16,800.00		
1/1/2024	1/25/2024	4,200,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	16,866.50		
1/1/2024	1/25/2024	4,300,000.00	3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	16,985.00		
1/1/2024	1/25/2024	2,094,800.58	3137HAMG8	FHMS K506 A1	4.65%	5/1/2028	8,117.35		
1/1/2024	1/25/2024	4,250,000.00	3136BQDE6	FNA 2023-M6 A2	4.19%	7/1/2028	14,839.58		
1/1/2024	1/25/2024	2,860,717.75	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	7,979.02		
1/1/2024	1/25/2024	2,370,955.64	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	10,416.40		
1/1/2024	1/25/2024	4,041,108.91	3137HAMR4	FHMS K507 A1	4.80%	4/1/2028	16,164.44		
1/1/2024	1/25/2024	399,886.72	3136AJB54	FANNIEMAE-ACES	3.34%	3/1/2024	1,115.02		
1/1/2024	1/25/2024	1,675,000.00	3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	7,075.48		
1/1/2024	1/25/2024	3,410,789.22	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	13,577.78		
1/2/2024	1/2/2024		MONEY0002	MONEY MARKET FUND			1,961.52		
1/8/2024	1/8/2024	4,100,000.00	931142EL3	WALMART INC CORPORATE NOTES	2.85%	7/8/2024	58,425.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
1/10/2024	1/10/2024	212,500.00	24422EVY2	JOHN DEERE CAPITAL CORP CORPORATE NOTES	1.25%	1/10/2025	1,328.13		
1/14/2024	1/14/2024	2,020,000.00	24422EXB0	JOHN DEERE CAPITAL CORP CORPORATE NOTES	4.95%	7/14/2028	49,995.00		
1/15/2024	1/15/2024	341,804.47	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	210.78		
1/15/2024	1/15/2024	797,500.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	385.46		
1/15/2024	1/15/2024	825,000.00	89231FAD2	TAOT 2023-C A3	5.16%	4/17/2028	3,547.50		
1/15/2024	1/15/2024	2,140,000.00	87612EBM7	TARGET CORP CORP NOTES (CALLABLE)	1.95%	1/15/2027	20,865.00		
1/15/2024	1/15/2024	3,075,000.00	06054YAC1	BAAT 2023-2A A3	5.74%	6/15/2028	14,708.75		
1/15/2024	1/15/2024	1,520,000.00	05522RDH8	BACCT 2023-A2 A2	4.98%	11/15/2028	6,518.27		
1/15/2024	1/15/2024	1,085,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	4,774.00		
1/15/2024	1/15/2024	116,397.75	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	32.98		
1/15/2024	1/15/2024	3,375,000.00	90291VAC4	USAOT 2023-A A3	5.58%	5/15/2028	15,693.75		
1/15/2024	1/15/2024	1,775,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	8,179.79		
1/15/2024	1/15/2024	1,190,000.00	44918CAD4	HART 2023-C A3	5.54%	10/16/2028	5,493.83		
1/15/2024	1/15/2024	3,380,000.00	161571HT4	CHAIT 2023-A1 A	5.16%	9/15/2028	14,534.00		
1/15/2024	1/15/2024	2,880,000.00	31680EAD3	FITAT 2023-1 A3	5.53%	8/15/2028	13,272.00		
1/15/2024	1/15/2024	805,000.00	89239FAD4	TAOT 2023-D A3	5.54%	8/15/2028	3,716.42		
1/15/2024	1/15/2024	588,471.41	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	210.87		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
1/15/2024	1/15/2024	165,568.26	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	52.43		
1/15/2024	1/15/2024	345,214.89	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	149.59		
1/15/2024	1/15/2024	3,460,000.00	02582JKD1	AMXCA 2023-3 A	5.23%	9/15/2028	15,079.83		
1/17/2024	1/17/2024	4,200,000.00	21684LGS5	COOPERAT RABOBANK UA/NY CERT DEPOS	5.08%	7/17/2026	104,902.00		
1/18/2024	1/18/2024	310,000.00	43815PAC3	HAROT 2022-2 A3	3.73%	7/20/2026	963.58		
1/18/2024	1/18/2024	2,640,000.00	43815QAC1	HAROT 2023-3 A3	5.41%	2/18/2028	11,902.00		
1/21/2024	1/21/2024	120,159.20	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	27.04		
1/21/2024	1/21/2024	2,310,000.00	3137EAEU9	FREDDIE MAC NOTES	0.37%	7/21/2025	4,331.25		
1/30/2024	1/30/2024	1,650,000.00	91159HHX1	US BANCORP NOTES (CALLABLE)	2.40%	7/30/2024	19,800.00		
1/31/2024	1/31/2024	5,040,000.00	91282CBJ9	US TREASURY NOTES	0.75%	1/31/2028	18,900.00		
1/31/2024	1/31/2024	1,707,500.00	9128286A3	US TREASURY NOTES	2.62%	1/31/2026	22,410.94		
1/31/2024	1/31/2024	17,305,000.00	91282CBH3	US TREASURY NOTES	0.37%	1/31/2026	32,446.88		
1/31/2024	1/31/2024	5,000,000.00	91282CFB2	US TREASURY NOTES	2.75%	7/31/2027	68,750.00		
2/1/2024	2/1/2024	965,000.00	54438CYK2	LOS ANGELES CCD, CA TXBL GO BONDS	0.77%	8/1/2025	3,729.73		
2/1/2024	2/1/2024	725,000.00	797272QP9	SAN DIEGO CCD, CA TXBL GO BONDS	2.04%	8/1/2024	7,416.75		
2/1/2024	2/1/2024	647,500.00	574193TQ1	MD ST TXBL GO BONDS	0.51%	8/1/2024	1,651.13		
2/1/2024	2/1/2024		MONEY0002	MONEY MARKET FUND			3,436.05		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
2/1/2024	2/25/2024	3,305,000.00	3137HAST4	FHMS K509 A2	4.85%	9/1/2028	13,357.71		
2/1/2024	2/25/2024	3,941,658.00	3137F2LJ3	FHLMC MULTIFAMILY STRUCTURED P	3.11%	6/1/2027	10,238.46		
2/1/2024	2/25/2024	2,540,000.00	3137F1G44	FHLMC MULTIFAMILY STRUCTURED P	3.24%	4/1/2027	6,864.35		
2/1/2024	2/25/2024	1,675,000.00	3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	7,075.48		
2/1/2024	2/25/2024	3,409,033.21	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	13,570.79		
2/1/2024	2/25/2024	4,200,000.00	3137HAMS2	FHMS K507 A2	4.80%	9/1/2028	16,800.00		
2/1/2024	2/25/2024	2,855,353.19	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	7,964.06		
2/1/2024	2/25/2024	4,200,000.00	3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	16,275.00		
2/1/2024	2/25/2024	2,093,215.06	3137HAMG8	FHMS K506 A1	4.65%	5/1/2028	8,111.21		
2/1/2024	2/25/2024	2,505,000.00	3137HBFY5	FHMS K513 A2	4.72%	12/1/2028	9,861.35		
2/1/2024	2/25/2024	306,971.74	3136AJB54	FANNIEMAE-ACES	3.34%	3/1/2024	855.94		
2/1/2024	2/25/2024	4,250,000.00	3136BQDE6	FNA 2023-M6 A2	4.19%	7/1/2028	14,839.58		
2/1/2024	2/25/2024	4,030,817.60	3137HAMR4	FHMS K507 A1	4.80%	4/1/2028	16,123.27		
2/1/2024	2/25/2024	4,300,000.00	3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	16,985.00		
2/1/2024	2/25/2024	4,200,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	16,866.50		
2/1/2024	2/25/2024	4,477,651.00	3137BXQY1	FHMS K064 A2	3.22%	3/1/2027	12,029.96		
2/1/2024	2/25/2024	2,215,000.00	3137HBCF9	FHMS K512 A2	5.00%	11/1/2028	9,229.17		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
2/1/2024	2/25/2024	2,440,000.00	3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	9,882.00		
2/1/2024	2/25/2024	2,368,372.39	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	10,405.05		
2/3/2024	2/3/2024	2,520,000.00	89788MAC6	TRUIST FINANCIAL CORP NOTES (CALLABLE)	1.12%	8/3/2027	14,175.00		
2/5/2024	2/5/2024	2,165,000.00	458140BY5	INTEL CORP NOTES (CALLABLE)	3.75%	8/5/2027	40,593.75		
2/6/2024	2/6/2024	437,500.00	857477BR3	STATE STREET CORP (CALLABLE) CORPORATE N	1.74%	2/6/2026	3,819.38		
2/6/2024	2/6/2024	2,325,000.00	594918BY9	MICROSOFT CORP CORP NOTES (CALLABLE)	3.30%	2/6/2027	38,362.50		
2/9/2024	2/9/2024	1,680,000.00	46647PCM6	JPMORGAN CHASE & CO CORP NOTES (CALLABLE	0.76%	8/9/2025	6,451.20		
2/10/2024	2/10/2024	3,800,000.00	69371RS56	PACCAR FINANCIAL CORP CORPORATE NOTES	5.05%	8/10/2026	95,950.00		
2/12/2024	2/12/2024	2,675,000.00	594918BB9	MICROSOFT CORP (CALLABLE) NOTES	2.70%	2/12/2025	36,112.50		
2/13/2024	2/13/2024	1,887,500.00	89236TGT6	TOYOTA MOTOR CREDIT CORP CORP NOTES	1.80%	2/13/2025	16,987.50		
2/14/2024	2/14/2024	3,680,000.00	66989HAP3	NOVARTIS CAPITAL CORP	1.75%	2/14/2025	32,200.00		
2/15/2024	2/15/2024	3,825,000.00	161571HV9	CHAIT 2024-A1 A	4.60%	1/15/2027	7,331.25		
2/15/2024	2/15/2024	2,245,000.00	912828V98	US TREASURY NOTES	2.25%	2/15/2027	25,256.25		
2/15/2024	2/15/2024	2,065,000.00	91282CGM7	US TREASURY NOTES	3.50%	2/15/2033	36,137.50		
2/15/2024	2/15/2024	1,085,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	4,774.00		
2/15/2024	2/15/2024	805,000.00	89239FAD4	TAOT 2023-D A3	5.54%	8/15/2028	3,716.42		
2/15/2024	2/15/2024	1,775,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	8,179.79		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
2/15/2024	2/15/2024	541,280.10	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	193.96		
2/15/2024	2/15/2024	3,375,000.00	90291VAC4	USAOT 2023-A A3	5.58%	5/15/2028	15,693.75		
2/15/2024	2/15/2024	3,027,500.00	91282CCS8	US TREASURY NOTES	1.25%	8/15/2031	18,921.88		
2/15/2024	2/15/2024	1,775,000.00	912810FJ2	US TREASURY NOTES	6.12%	8/15/2029	54,359.38		
2/15/2024	2/15/2024	315,476.88	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	194.54		
2/15/2024	2/15/2024	825,000.00	89231FAD2	TAOT 2023-C A3	5.16%	4/17/2028	3,547.50		
2/15/2024	2/15/2024	3,460,000.00	02582JKD1	AMXCA 2023-3 A	5.23%	9/15/2028	15,079.83		
2/15/2024	2/15/2024	1,190,000.00	44918CAD4	HART 2023-C A3	5.54%	10/16/2028	5,493.83		
2/15/2024	2/15/2024	1,875,000.00	912810FG8	US TREASURY NOTES	5.25%	2/15/2029	49,218.75		
2/15/2024	2/15/2024	520,000.00	912828YB0	US TREASURY NOTES	1.62%	8/15/2029	4,225.00		
2/15/2024	2/15/2024	102,560.99	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	29.06		
2/15/2024	2/15/2024	6,575,000.00	912810FP8	US TREASURY NOTES	5.37%	2/15/2031	176,703.13		
2/15/2024	2/15/2024	797,500.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	385.46		
2/15/2024	2/15/2024	3,075,000.00	06054YAC1	BAAT 2023-2A A3	5.74%	6/15/2028	14,708.75		
2/15/2024	2/15/2024	3,380,000.00	161571HT4	CHAIT 2023-A1 A	5.16%	9/15/2028	14,534.00		
2/15/2024	2/15/2024	2,365,000.00	91282CDY4	US TREASURY NOTES	1.87%	2/15/2032	22,171.88		
2/15/2024	2/15/2024	2,665,000.00	9128286B1	US TREASURY NOTES	2.62%	2/15/2029	34,978.13		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
2/15/2024	2/15/2024	542,500.00	912828Z94	US TREASURY NOTES	1.50%	2/15/2030	4,068.75		
2/15/2024	2/15/2024	2,730,000.00	9128282R0	US TREASURY NOTES	2.25%	8/15/2027	30,712.50		
2/15/2024	2/15/2024	1,520,000.00	05522RDH8	BACCT 2023-A2 A2	4.98%	11/15/2028	6,308.00		
2/15/2024	2/15/2024	139,965.63	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	44.32		
2/15/2024	2/15/2024	565,000.00	91282CBL4	US TREASURY NOTES	1.12%	2/15/2031	3,178.13		
2/15/2024	2/15/2024	2,385,000.00	91282CHT1	US TREASURY NOTES	3.87%	8/15/2033	46,209.38		
2/15/2024	2/15/2024	310,603.20	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	134.59		
2/15/2024	2/15/2024	2,880,000.00	31680EAD3	FITAT 2023-1 A3	5.53%	8/15/2028	13,272.00		
2/15/2024	2/15/2024	2,195,000.00	91282CFF3	US TREASURY NOTES	2.75%	8/15/2032	30,181.25		
2/15/2024	2/15/2024	5,672,500.00	91282CAE1	US TREASURY NOTES	0.62%	8/15/2030	17,726.56		
2/16/2024	2/16/2024	410,000.00	36268GAD7	GMCAR 2024-1 A3	4.85%	12/18/2028	1,601.85		
2/18/2024	2/18/2024	1,885,000.00	06428CAA2	BANK OF AMERICA NA CORPORATE NOTES	5.52%	8/18/2026	52,082.55		
2/18/2024	2/18/2024	310,000.00	43815PAC3	HAROT 2022-2 A3	3.73%	7/20/2026	963.58		
2/18/2024	2/18/2024	2,640,000.00	43815QAC1	HAROT 2023-3 A3	5.41%	2/18/2028	11,902.00		
2/21/2024	2/21/2024	95,379.25	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	21.46		
2/24/2024	2/24/2024	1,605,000.00	46647PCW4	JPMORGAN CHASE CORP NOTES (CALLABLE)	2.94%	2/24/2028	23,649.68		
2/25/2024	2/25/2024	3,995,000.00	3135G05X7	FANNIE MAE NOTES	0.37%	8/25/2025	7,490.63		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
2/29/2024	2/29/2024	7,500.00	9128282U3	US TREASURY NOTES	1.87%	8/31/2024	70.31		
2/29/2024	2/29/2024	4,825,000.00	91282CGP0	US TREASURY NOTES	4.00%	2/29/2028	96,500.00		
2/29/2024	2/29/2024	2,010,000.00	91282CGQ8	US TREASURY NOTES	4.00%	2/28/2030	40,200.00		
2/29/2024	2/29/2024	5,030,000.00	91282CFH9	US TREASURY NOTES	3.12%	8/31/2027	78,593.75		
2/29/2024	2/29/2024	12,670,000.00	91282CBQ3	US TREASURY NOTES	0.50%	2/28/2026	31,675.00		
2/29/2024	2/29/2024	2,120,000.00	91282CFJ5	US TREASURY NOTES	3.12%	8/31/2029	33,125.00		
2/29/2024	2/29/2024	8,820,000.00	91282CAJ0	US TREASURY NOTES	0.25%	8/31/2025	11,025.00		
2/29/2024	2/29/2024	12,500.00	912828ZC7	US TREASURY NOTES	1.12%	2/28/2025	70.31		
3/1/2024	3/1/2024		MONEY0002	MONEY MARKET FUND			2,026.72		
3/1/2024	3/25/2024	2,440,000.00	3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	9,882.00		
3/1/2024	3/25/2024	4,477,651.00	3137BXQY1	FHMS K064 A2	3.22%	3/1/2027	12,029.96		
3/1/2024	3/25/2024	4,200,000.00	3137HAMS2	FHMS K507 A2	4.80%	9/1/2028	16,800.00		
3/1/2024	3/25/2024	4,200,000.00	3137HBPD0	FHMS K515 A2	5.40%	1/1/2029	18,900.00		
3/1/2024	3/25/2024	2,849,970.61	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	7,949.04		
3/1/2024	3/25/2024	2,215,000.00	3137HBCF9	FHMS K512 A2	5.00%	11/1/2028	9,229.17		
3/1/2024	3/25/2024	3,305,000.00	3137HAST4	FHMS K509 A2	4.85%	9/1/2028	13,357.71		
3/1/2024	3/25/2024	2,495,000.00	3137HBLV4	FHMS K514 A2	4.57%	12/1/2028	9,505.95		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
3/1/2024	3/25/2024	4,020,477.44	3137HAMR4	FHMS K507 A1	4.80%	4/1/2028	16,081.91		
3/1/2024	3/25/2024	2,505,000.00	3137HBFY5	FHMS K513 A2	4.72%	12/1/2028	9,861.35		
3/1/2024	3/25/2024	4,200,000.00	3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	16,275.00		
3/1/2024	3/25/2024	2,091,622.08	3137HAMG8	FHMS K506 A1	4.65%	5/1/2028	8,105.04		
3/1/2024	3/25/2024	3,941,658.00	3137F2LJ3	FHLMC MULTIFAMILY STRUCTURED P	3.11%	6/1/2027	10,238.46		
3/1/2024	3/25/2024	3,407,267.77	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	13,563.77		
3/1/2024	3/25/2024	4,200,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	16,866.50		
3/1/2024	3/25/2024	4,300,000.00	3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	16,985.00		
3/1/2024	3/25/2024	2,365,651.15	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	10,393.09		
3/1/2024	3/25/2024	1,675,000.00	3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	7,075.48		
3/1/2024	3/25/2024	4,250,000.00	3136BQDE6	FNA 2023-M6 A2	4.19%	7/1/2028	14,839.58		
3/1/2024	3/25/2024	2,540,000.00	3137F1G44	FHLMC MULTIFAMILY STRUCTURED P	3.24%	4/1/2027	6,864.35		
3/10/2024	3/10/2024	875,000.00	3130AT4C8	FEDERAL HOME LOAN BANK NOTES	3.37%	9/10/2032	14,765.63		
3/11/2024	3/11/2024	1,400,000.00	89236TLB9	TOYOTA MOTOR CREDIT CORP CORPORATE NOTES	5.25%	9/11/2028	36,750.00		
3/14/2024	3/14/2024	3,450,000.00	437076BT8	HOME DEPOT INC CORP NOTES (CALLABLE)	2.80%	9/14/2027	48,300.00		
3/15/2024	3/15/2024	805,000.00	89239FAD4	TAOT 2023-D A3	5.54%	8/15/2028	3,716.42		
3/15/2024	3/15/2024	88,106.28	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	24.96		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
3/15/2024	3/15/2024	7,500.00	91282CCX7	US TREASURY NOTES	0.37%	9/15/2024	14.06		
3/15/2024	3/15/2024	491,194.37	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	176.01		
3/15/2024	3/15/2024	3,825,000.00	161571HV9	CHAIT 2024-A1 A	4.60%	1/15/2027	14,662.50		
3/15/2024	3/15/2024	288,836.63	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	178.12		
3/15/2024	3/15/2024	3,075,000.00	06054YAC1	BAAT 2023-2A A3	5.74%	6/15/2028	14,708.75		
3/15/2024	3/15/2024	825,000.00	89231FAD2	TAOT 2023-C A3	5.16%	4/17/2028	3,547.50		
3/15/2024	3/15/2024	2,880,000.00	31680EAD3	FITAT 2023-1 A3	5.53%	8/15/2028	13,272.00		
3/15/2024	3/15/2024	3,460,000.00	02582JKD1	AMXCA 2023-3 A	5.23%	9/15/2028	15,079.83		
3/15/2024	3/15/2024	1,775,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	8,179.79		
3/15/2024	3/15/2024	1,085,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	4,774.00		
3/15/2024	3/15/2024	114,610.28	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	36.29		
3/15/2024	3/15/2024	1,520,000.00	05522RDH8	BACCT 2023-A2 A2	4.98%	11/15/2028	6,308.00		
3/15/2024	3/15/2024	275,933.16	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	119.57		
3/15/2024	3/15/2024	3,375,000.00	90291VAC4	USAOT 2023-A A3	5.58%	5/15/2028	15,693.75		
3/15/2024	3/15/2024	3,380,000.00	161571HT4	CHAIT 2023-A1 A	5.16%	9/15/2028	14,534.00		
3/15/2024	3/15/2024	1,190,000.00	44918CAD4	HART 2023-C A3	5.54%	10/16/2028	5,493.83		
3/15/2024	3/15/2024	797,500.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	385.46		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
3/16/2024	3/16/2024	410,000.00	36268GAD7	GMCAR 2024-1 A3	4.85%	12/18/2028	1,657.08		
3/18/2024	3/18/2024	2,640,000.00	43815QAC1	HAROT 2023-3 A3	5.41%	2/18/2028	11,902.00		
3/18/2024	3/18/2024	310,000.00	43815PAC3	HAROT 2022-2 A3	3.73%	7/20/2026	963.58		
3/21/2024	3/21/2024	70,832.38	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	15.94		
3/23/2024	3/23/2024	3,545,000.00	3137EAEX3	FREDDIE MAC NOTES	0.37%	9/23/2025	6,646.88		
3/29/2024	3/29/2024	4,935,000.00	17325FBB3	CITIBANK NA CORP NOTES (CALLABLE)	5.80%	9/29/2028	143,189.03		
3/29/2024	3/29/2024	2,265,000.00	3133EMBH4	FEDERAL FARM CREDIT BANK (CALLABLE)	0.53%	9/29/2025	6,002.25		
3/30/2024	3/30/2024	3,750,000.00	857477BM4	STATE STREET CORP NOTES (CALLABLE)	2.90%	3/30/2026	54,393.75		
3/31/2024	3/31/2024	5,350,000.00	91282CEF4	US TREASURY NOTES	2.50%	3/31/2027	66,875.00		
3/31/2024	3/31/2024	7,720,000.00	91282CBS9	US TREASURY NOTES	1.25%	3/31/2028	48,250.00		
3/31/2024	3/31/2024	4,260,000.00	91282CGT2	US TREASURY NOTES	3.62%	3/31/2028	77,212.50		
3/31/2024	3/31/2024	2,400,000.00	91282CAL5	US TREASURY NOTES	0.37%	9/30/2027	4,500.00		
3/31/2024	3/31/2024	3,700,000.00	91282CCZ2	US TREASURY NOTES	0.87%	9/30/2026	16,187.50		
3/31/2024	3/31/2024	525,000.00	91282CCY5	US TREASURY NOTES	1.25%	9/30/2028	3,281.25		
Total INTEREST		**472,239,833.19**					**3,229,582.39**		**0.00**
MATURITY									
2/5/2024	2/5/2024	12,500.00	91159HHV5	US BANK NA CINCINNATI CORP NOTES (CALLAB	3.37%	2/5/2024	12,710.94		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
MATURITY									
2/29/2024	2/29/2024	9,500.00	9128286G0	US TREASURY NOTES	2.37%	2/29/2024	9,612.81		
3/1/2024	3/1/2024	128,026.50	3136AJB54	FANNIEMAE-ACES	3.34%	3/1/2024	128,383.48		
3/7/2024	3/7/2024	207,500.00	58933YAU9	MERCK & CO INC (CALLABLE) CORP NOTES	2.90%	3/7/2024	210,508.75		
3/28/2024	3/28/2024	3,260,000.00	912797GY7	US TREASURY BILL	0.00%	3/28/2024	3,260,000.00		
Total MATURITY		**3,617,526.50**					**3,621,215.98**		**0.00**
PAYDOWNS									
1/1/2024	1/25/2024	2,583.25	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	2,583.25		
1/1/2024	1/25/2024	1,756.01	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	1,756.01		
1/1/2024	1/25/2024	5,364.56	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	5,364.56		
1/1/2024	1/25/2024	1,585.52	3137HAMG8	FHMS K506 A1	4.65%	5/1/2028	1,585.52		
1/1/2024	1/25/2024	10,291.31	3137HAMR4	FHMS K507 A1	4.80%	4/1/2028	10,291.31		
1/1/2024	1/25/2024	92,914.98	3136AJB54	FANNIEMAE-ACES	3.34%	3/1/2024	92,914.98		
1/15/2024	1/15/2024	13,836.76	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	13,836.76		
1/15/2024	1/15/2024	47,191.31	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	47,191.31		
1/15/2024	1/15/2024	26,327.59	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	26,327.59		
1/15/2024	1/15/2024	25,602.63	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	25,602.63		
1/15/2024	1/15/2024	34,611.69	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	34,611.69		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
1/21/2024	1/21/2024	24,779.95	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	24,779.95		
2/1/2024	2/25/2024	1,592.98	3137HAMG8	FHMS K506 A1	4.65%	5/1/2028	1,592.98		
2/1/2024	2/25/2024	10,340.16	3137HAMR4	FHMS K507 A1	4.80%	4/1/2028	10,340.16		
2/1/2024	2/25/2024	2,721.24	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	2,721.24		
2/1/2024	2/25/2024	1,765.44	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	1,765.44		
2/1/2024	2/25/2024	5,382.58	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	5,382.58		
2/1/2024	2/25/2024	178,945.24	3136AJB54	FANNIEMAE-ACES	3.34%	3/1/2024	178,945.24		
2/15/2024	2/15/2024	34,670.04	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	34,670.04		
2/15/2024	2/15/2024	14,454.71	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	14,454.71		
2/15/2024	2/15/2024	50,085.73	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	50,085.73		
2/15/2024	2/15/2024	26,640.25	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	26,640.25		
2/15/2024	2/15/2024	25,355.35	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	25,355.35		
2/21/2024	2/21/2024	24,546.87	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	24,546.87		
3/1/2024	3/25/2024	2,090.20	3137HAMG8	FHMS K506 A1	4.65%	5/1/2028	2,090.20		
3/1/2024	3/25/2024	2,545.63	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	2,545.63		
3/1/2024	3/25/2024	4,218.68	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	4,218.68		
3/1/2024	3/25/2024	13,715.70	3137HAMR4	FHMS K507 A1	4.80%	4/1/2028	13,715.70		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
3/1/2024	3/25/2024	6,090.52	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	6,090.52		
3/15/2024	3/15/2024	14,092.92	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	14,092.92		
3/15/2024	3/15/2024	24,335.21	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	24,335.21		
3/15/2024	3/15/2024	25,398.38	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	25,398.38		
3/15/2024	3/15/2024	45,850.11	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	45,850.11		
3/15/2024	3/15/2024	32,548.06	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	32,548.06		
3/21/2024	3/21/2024	23,689.40	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	23,689.40		
Total PAYDOWNS		**857,920.96**					**857,920.96**		**0.00**
SELL									
1/12/2024	1/17/2024	2,105,000.00	58933YAU9	MERCK & CO INC (CALLABLE) CORP NOTES	2.90%	3/7/2024	2,119,613.38		-9,970.52
1/25/2024	1/31/2024	750,000.00	3133ELVX9	FEDERAL FARM CREDIT BANK NOTES	0.87%	4/8/2024	745,279.90		-6,780.00
1/25/2024	1/31/2024	925,000.00	57636QAB0	MASTERCARD INC CORP NOTES	3.37%	4/1/2024	931,724.75		-4,691.52
1/25/2024	1/31/2024	965,000.00	717081ES8	PFIZER INC CORP NOTES	2.95%	3/15/2024	972,704.99		-3,263.91
2/1/2024	2/1/2024	235,000.00	912828ZL7	US TREASURY NOTES	0.37%	4/30/2025	223,566.95		-10,720.21
2/5/2024	2/8/2024	2,550,000.00	931142EL3	WALMART INC CORPORATE NOTES	2.85%	7/8/2024	2,532,672.75		-39,523.20
2/16/2024	2/22/2024	3,450,000.00	4581X0DZ8	INTER-AMERICAN DEVEL BK NOTES	0.50%	9/23/2024	3,361,712.58		-94,928.51
3/1/2024	3/7/2024	1,550,000.00	931142EL3	WALMART INC CORPORATE NOTES	2.85%	7/8/2024	1,543,630.79		-21,149.23

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
SELL									
3/1/2024	3/7/2024	1,650,000.00	91159HHX1	US BANCORP NOTES (CALLABLE)	2.40%	7/30/2024	1,632,950.00		-21,206.50
3/11/2024	3/14/2024	740,000.00	4581X0DZ8	INTER-AMERICAN DEVEL BK NOTES	0.50%	9/23/2024	723,205.70		-18,455.37
3/11/2024	3/14/2024	1,540,000.00	023135BW5	AMAZON.COM INC CORPORATE NOTES	0.45%	5/12/2024	1,529,859.10		-12,368.36
3/11/2024	3/14/2024	380,000.00	594918BB9	MICROSOFT CORP (CALLABLE) NOTES	2.70%	2/12/2025	372,829.40		-12,930.28
3/11/2024	3/14/2024	100,000.00	57636QAB0	MASTERCARD INC CORP NOTES	3.37%	4/1/2024	101,405.13		-155.22
3/11/2024	3/14/2024	1,450,000.00	88579YBM2	3M COMPANY (CALLABLE) CORPORATE NOTES	2.65%	4/15/2025	1,422,911.18		-32,974.28
3/21/2024	3/25/2024	2,800,000.00	89115B6F2	TORONTO DOMINION BANK NY CERT DEPOS	5.47%	10/25/2024	2,862,959.56		-1,708.00
Total SELL		**21,190,000.00**					**21,077,026.16**		**-290,825.11**

Short-Term Portfolio Holdings and Transactions

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Commercial Paper											
LMA AMERICAS LLC COMM PAPER DTD 10/18/2023 0.000% 04/17/2024	53944QDH0	10,805,000.00	A-1	P-1	10/20/2023	10/20/2023	10,499,218.50	5.82	0.00	10,777,819.42	10,772,325.68
Security Type Sub-Total		**10,805,000.00**					**10,499,218.50**	**5.82**	**0.00**	**10,777,819.42**	**10,772,325.68**
Managed Account Sub Total		**10,805,000.00**					**10,499,218.50**	**5.82**	**0.00**	**10,777,819.42**	**10,772,325.68**
Securities Sub Total		**$10,805,000.00**					**$10,499,218.50**	**5.82%**	**$0.00**	**$10,777,819.42**	**$10,772,325.68**
Accrued Interest											**$0.00**
Total Investments											**$10,772,325.68**

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)

Important Disclosures

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It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

The views expressed within this material constitute the perspective and judgment of PFMAM at the time of distribution and are subject to change. Any forecast, projection, or prediction of the market, the economy, economic trends, and equity or fixed-income markets are based upon certain assumptions and current opinion as of the date of issue and are also subject to change. Some, but not all assumptions are noted in the report. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Opinions and data presented are not necessarily indicative of future events or expected performance.

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Important Disclosures

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield-based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- Accrued Interest: Interest that is due on a bond or other fixed income security since the last interest payment was made.
- Agencies: Federal agency securities and/or Government-sponsored enterprises.
- Amortized Cost: The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- Asset-Backed Security: A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- Bankers' Acceptance: A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- Commercial Paper: An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- Contribution to Total Return: The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- Effective Duration: A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- Effective Yield: The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- FDIC: Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- Interest Rate: Interest per year divided by principal amount and expressed as a percentage.
- Market Value: The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- Maturity: The date upon which the principal or stated value of an investment becomes due and payable.
- Negotiable Certificates of Deposit: A CD with a very large denomination, usually $1 million or more, that can be traded in secondary markets.
- Par Value: The nominal dollar face amount of a security.
- Pass-through Security: A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

ATTACHMENT A

CHANDLER ASSET MANAGEMENT

City of Stockton

Period Ending March 31, 2024

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com

Table of Contents

As of March 31, 2024

SECTION 1	**Economic Update**
SECTION 2	**Account Profile**
SECTION 3	**Portfolio Holdings**
SECTION 4	**Transactions**

Section 1 | Economic Update

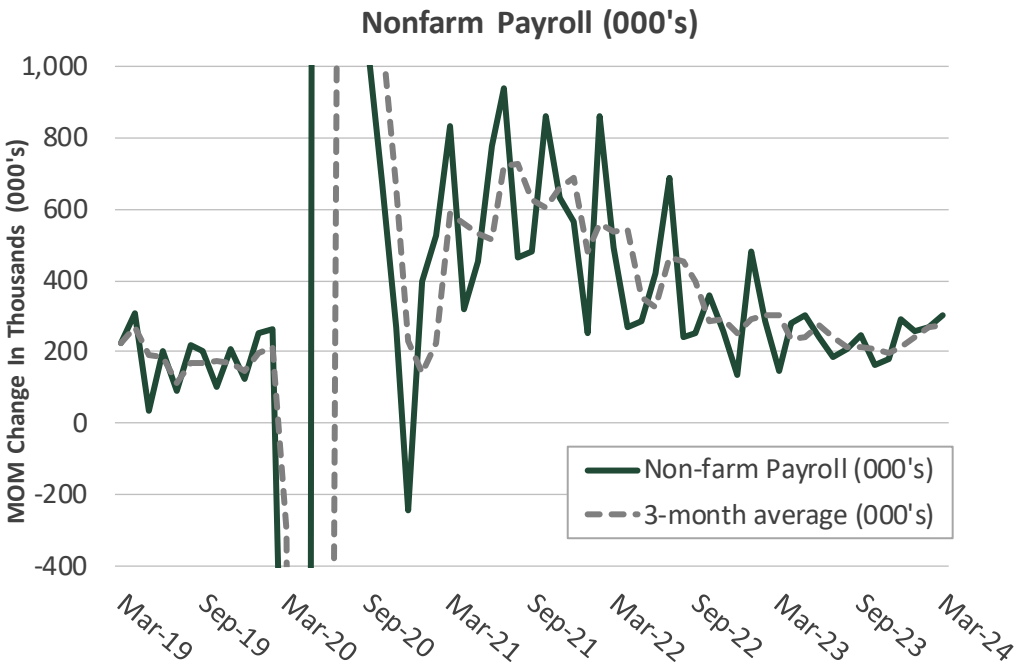
Economic Update

- Recent economic data has shown above trend growth fueled by a rise in consumer spending and a continuing healthy US job market. Inflationary trends are subsiding, but core levels remain above the Fed's target. Given the cumulative effects of restrictive monetary policy and tighter financial conditions, we believe the economy will gradually soften and the Fed will loosen monetary policy in 2024.

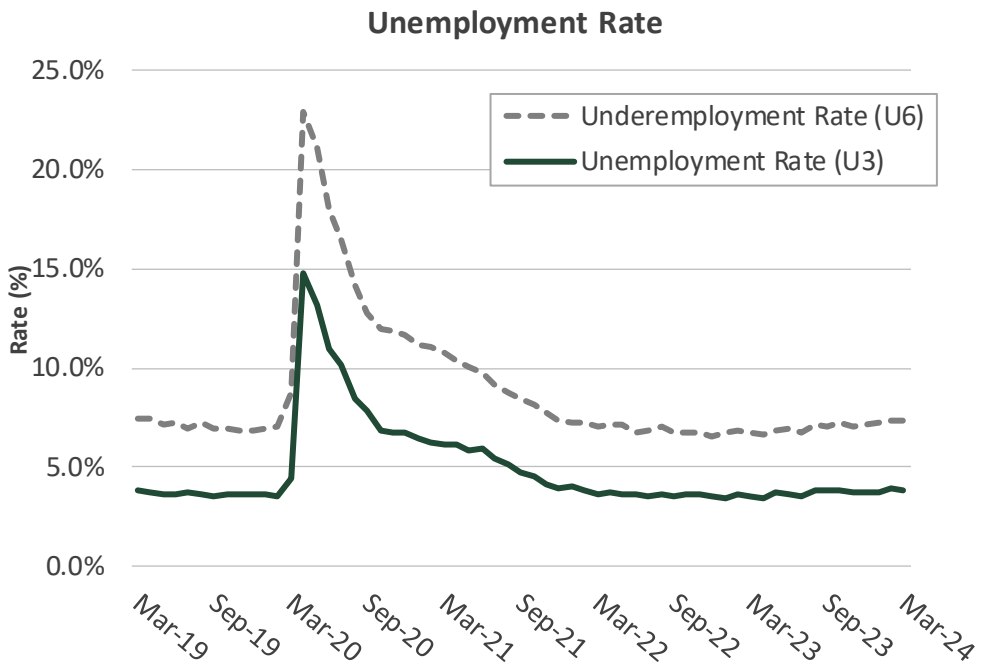
- As expected at the March meeting, the Federal Open Market Committee voted unanimously to leave the Federal Funds rate unchanged at a target range of 5.25 - 5.50%. The March Summary of Economic Projections (SEP) showed stronger real GDP growth outlook and higher core inflation projections for 2024 on resilient labor market and consumer data. The median projection for Federal Funds rate by year-end remained the same at 4.625%, implying three 0.25% cuts. We continue to believe the FOMC will loosen monetary policy in mid-2024 as inflation and economic growth continue to moderate.

- The US Treasury yield curve stabilized in March as the FOMC left the Federal Funds rate unchanged. The 2-year Treasury yield was unchanged at 4.62%, the 5-year Treasury fell 4 basis points to 4.21%, and the 10-year Treasury yield dropped 5 basis points to 4.20%. The inversion between the 2-year Treasury yield and 10-year Treasury yield widened to -42 basis points at March month-end versus -37 basis points at February month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was -56 basis points. The inversion between 3-month and 10-year Treasuries widened to -117 basis points in March from -113 basis points in February.

Employment



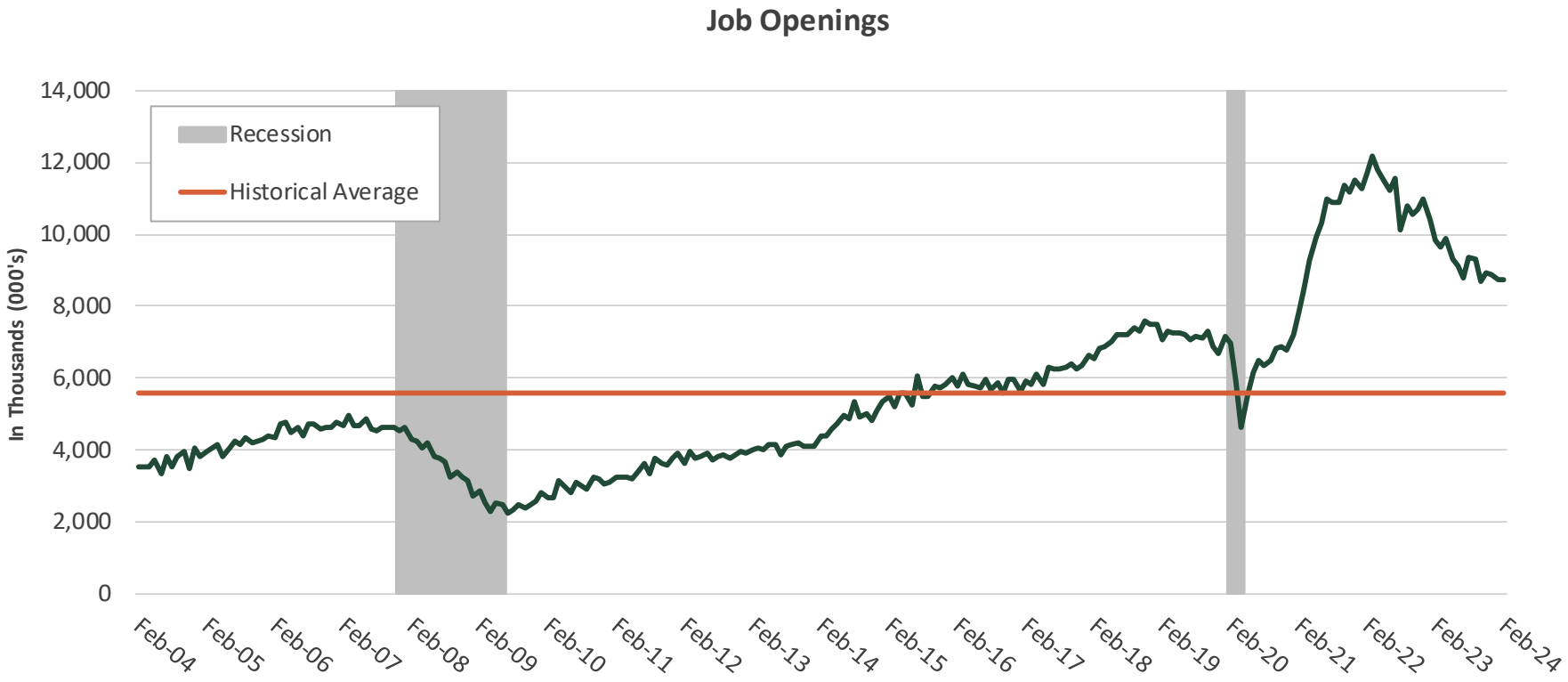
Source: US Department of Labor



Source: US Department of Labor

The U.S. economy added a better-than-expected 303,000 jobs in March, and the prior two months were revised up by 22,000. Leading sectors included healthcare and government. Job creation remains healthy, with the three-month moving average payrolls at 276,000 and the six-month moving average at 244,000. The unemployment rate edged down to 3.8% in March. The labor participation rate ticked up to 62.7% but remained below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons was unchanged at 7.3%. Average hourly earnings rose 4.1% year-over-year in March, down from 4.3% last month. Employment remains strong by historical standards.

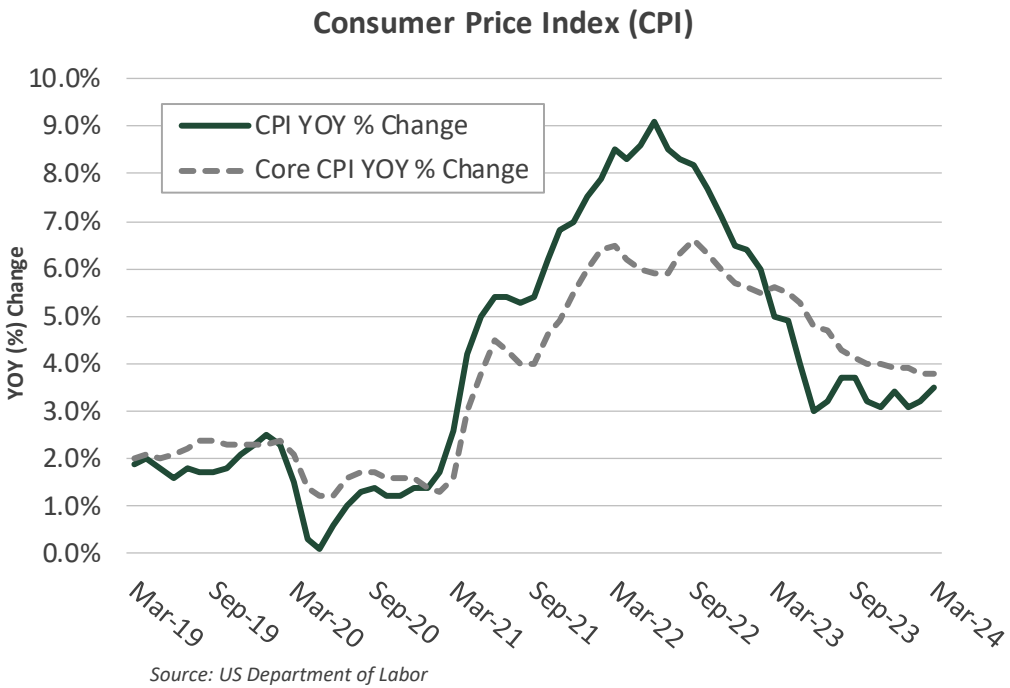
Job Openings & Labor Turnover Survey

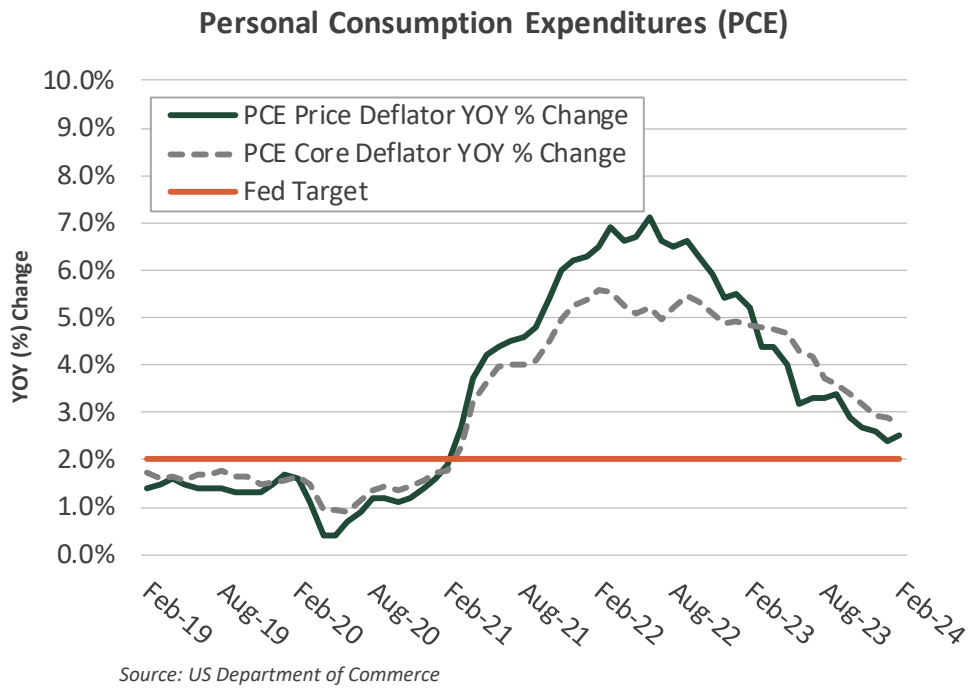


Source: US Department of Labor

The Labor Department's Job Openings and Labor Turnover Survey (JOLTS) edged up to 8.756 million in February compared to a downwardly revised 8.748 million in January. Job openings still represent a healthy ratio of around 1.4 jobs for each unemployed individual. While the current level of job openings remains elevated from a historical perspective, the trend is decelerating.

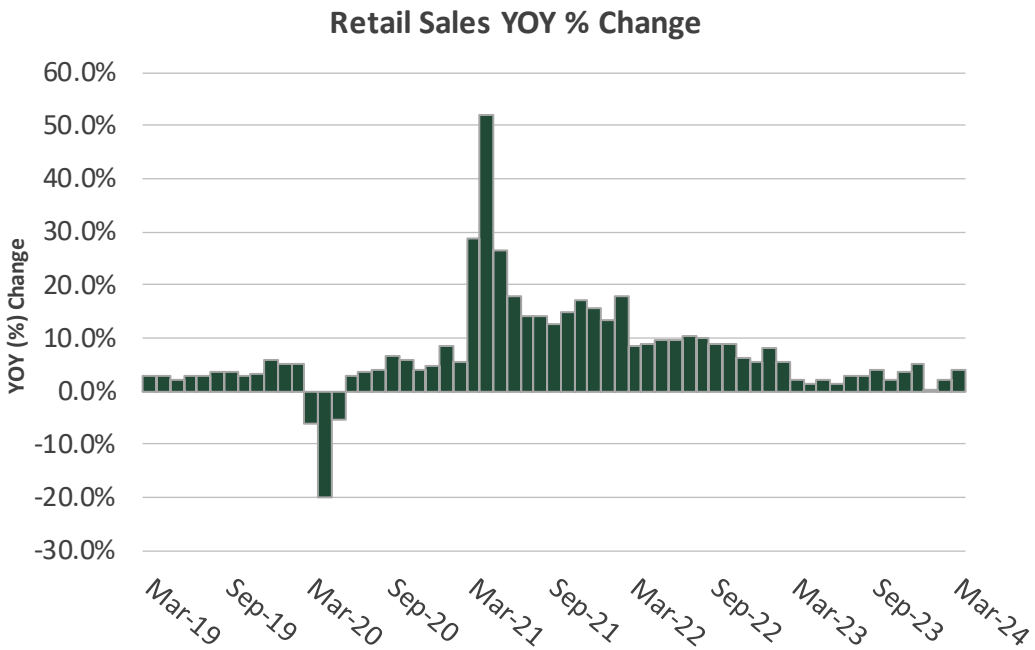
Inflation



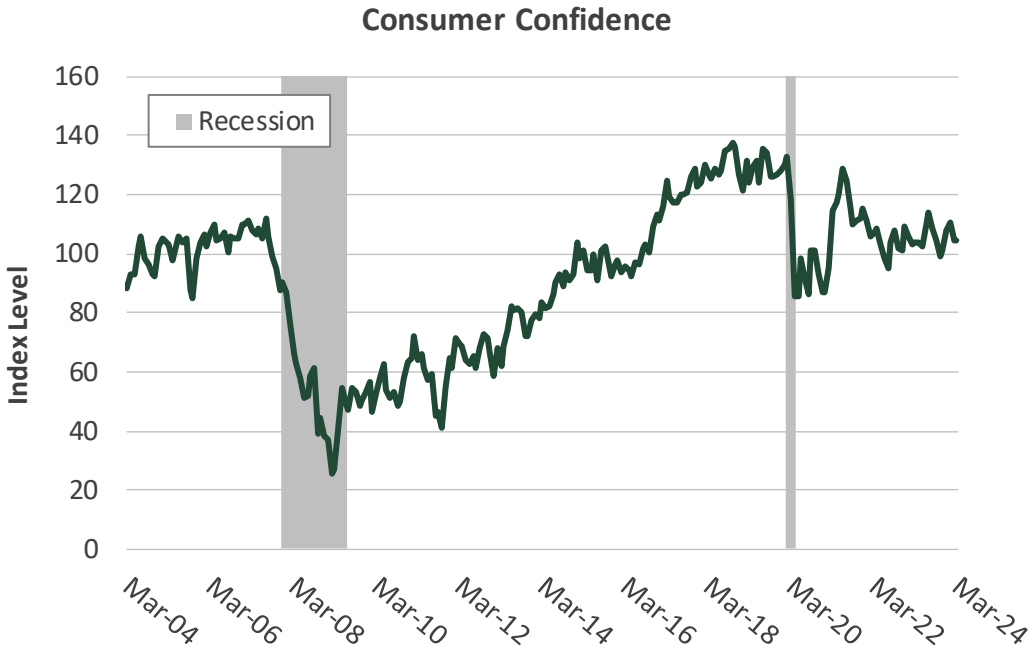


The Consumer Price Index (CPI) came in higher than expected in March, increasing 0.4% month-over-month and 3.5% year-over-year. The Core CPI, which excludes volatile food and energy components, was up 0.4% month-over-month and 3.8% year-over-year in March, unchanged from 3.8% in February. Energy costs accelerated during the month, and shelter costs remain elevated. The Personal Consumption Expenditures (PCE) Index headline inflation increased 0.3% month-over-month and rose 2.5% year-over-year in February, in line with expectations. Core PCE, the Federal Reserve's preferred inflation gauge, increased 0.3% month-over-month and rose 2.8% year-over-year. While the trend is moderating, the path to the Fed's 2% inflation target remains uneven.

Consumer



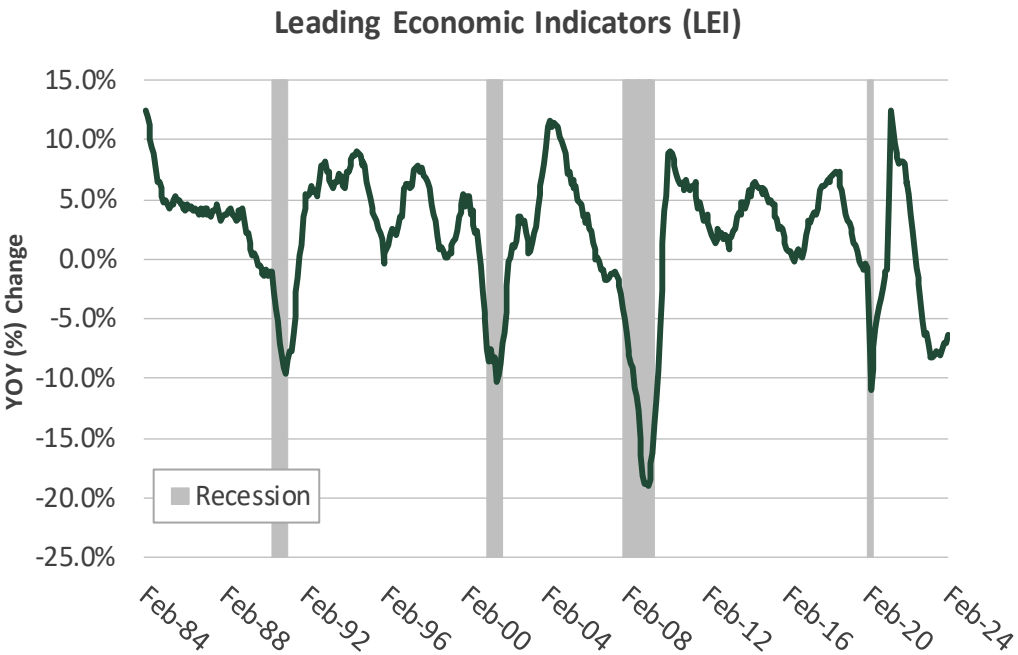
Source: US Department of Commerce



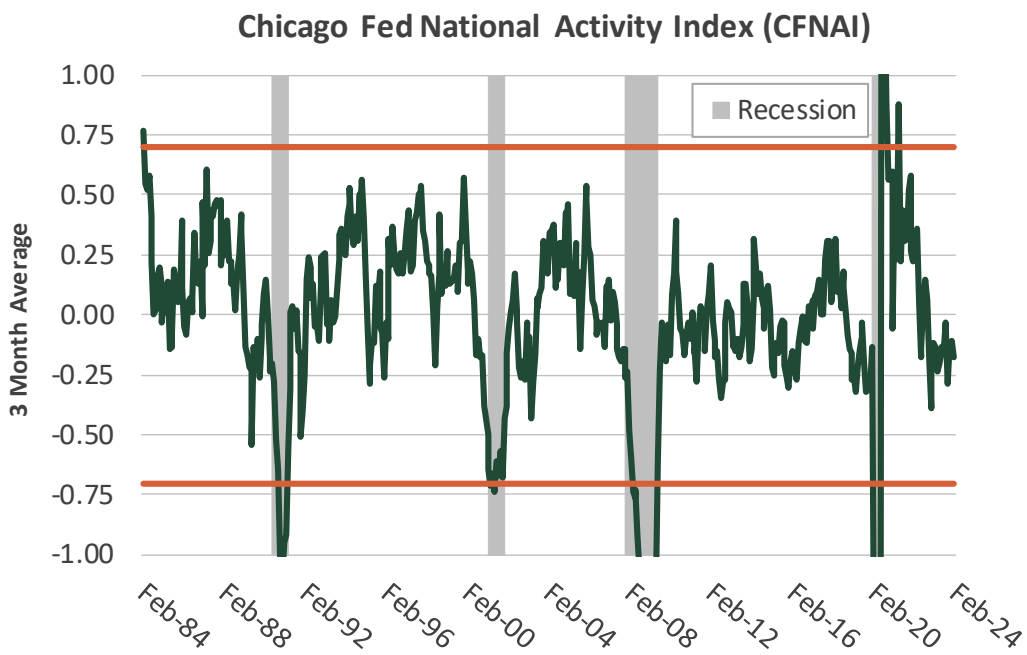
Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

March Retail Sales rose above expectations at +0.7% after a sizeable upward revision to +0.9% in February. On a year-over-year basis, Retail Sales growth increased 4.0% for March. Sales were supported by higher gas prices and higher volume sales in a busy travel period for spring break at schools, as well as strength from non-store retailers. The Conference Board's Consumer Confidence Index edged down to 104.7 in March after a sizeable downward revision to 104.8 in February. The lower reading was largely due to a deteriorating view of the labor market and future business conditions, along with concerns about the highly polarized political environment. While the consumer has been resilient, dwindling excess savings, rising credit card balances, and the resumption of student loan payments pose potential headwinds to future economic growth.

Leading Indicators of Economic Activity



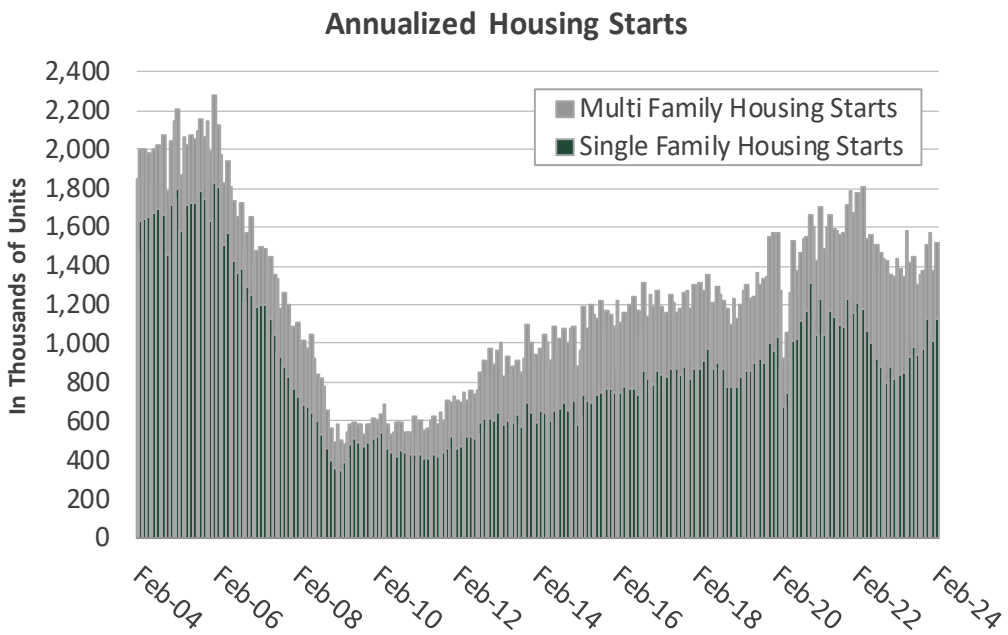
Source: The Conference Board



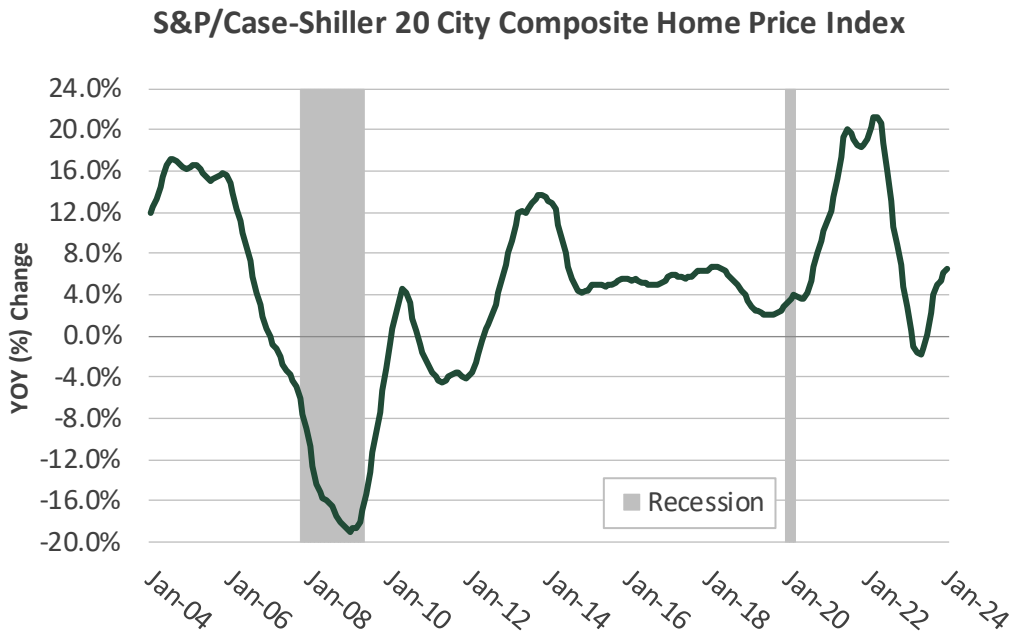
Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) rose to 0.1% month-over-month in February ending its 2-year uninterrupted contraction since February 2022. The index declined 6.3% year-over-year. The Conference Board is no longer calling for recession but expects GDP growth to slow to near zero this year. The Chicago Fed National Activity Index (CFNAI) increased +0.05 in February from a downwardly revised -0.54 in January. On a 3-month moving average basis, the CFNAI decreased to -0.18 in February from -0.11 in January, indicating moderating economic growth.

Housing



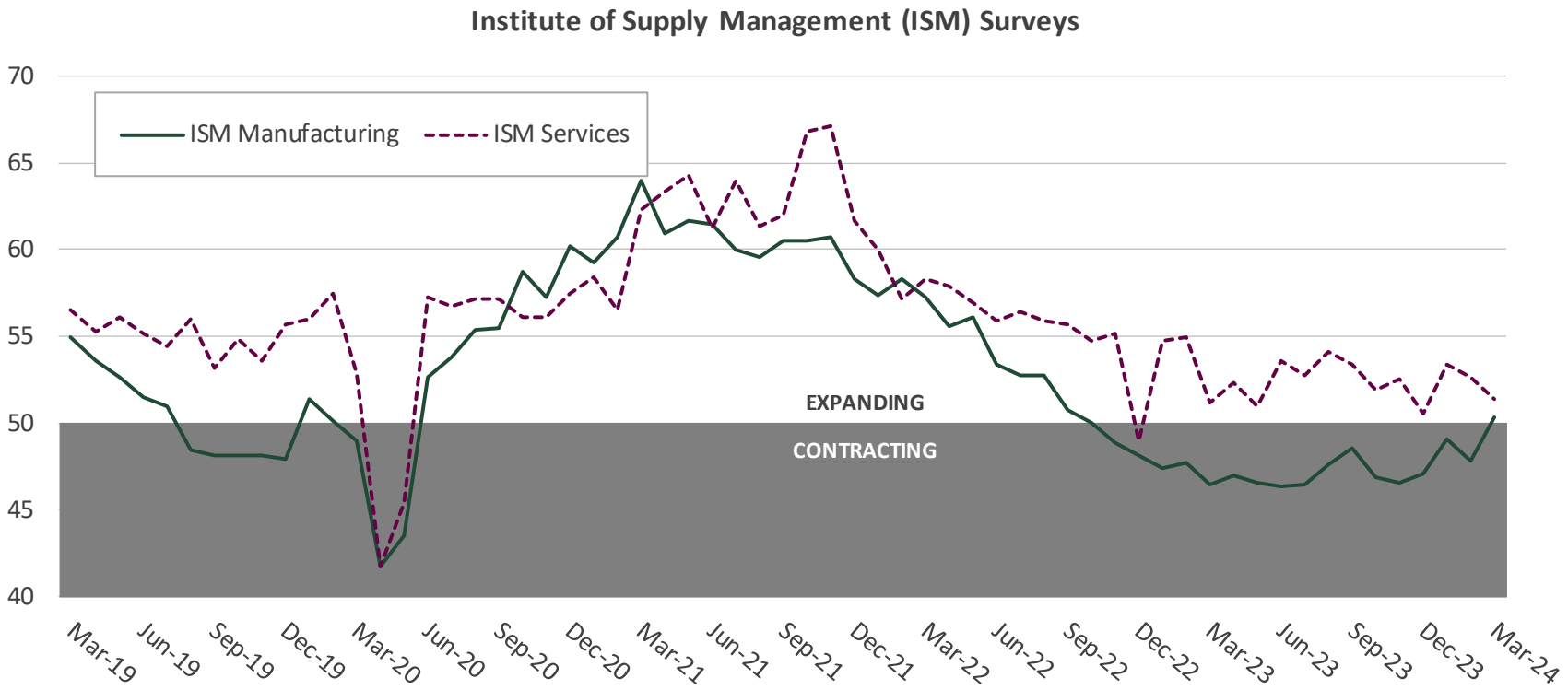
Source: US Department of Commerce



Source: S&P

Housing Starts increased 10.7% month-over-month in February to 1.521 million units, due to milder weather than seen in January and some rising confidence among homebuilders as mortgage rates fell below 7%. Starts for multi-family homes increased 8.6%, while single family homes increased 11.6% for the month. Total starts of new single-family homes are up 35.2% year-over-year. According to Freddie Mac, 30-year fixed mortgage rates averaged 6.79% as of March 31st. According to the Case-Shiller 20-City Home Price Index, housing prices rose 6.59% year-over-year in January, accelerating from a 6.15% year-over-year gain in December. Tight inventories and higher mortgage rates continue to impact affordability.

Survey Based Measures



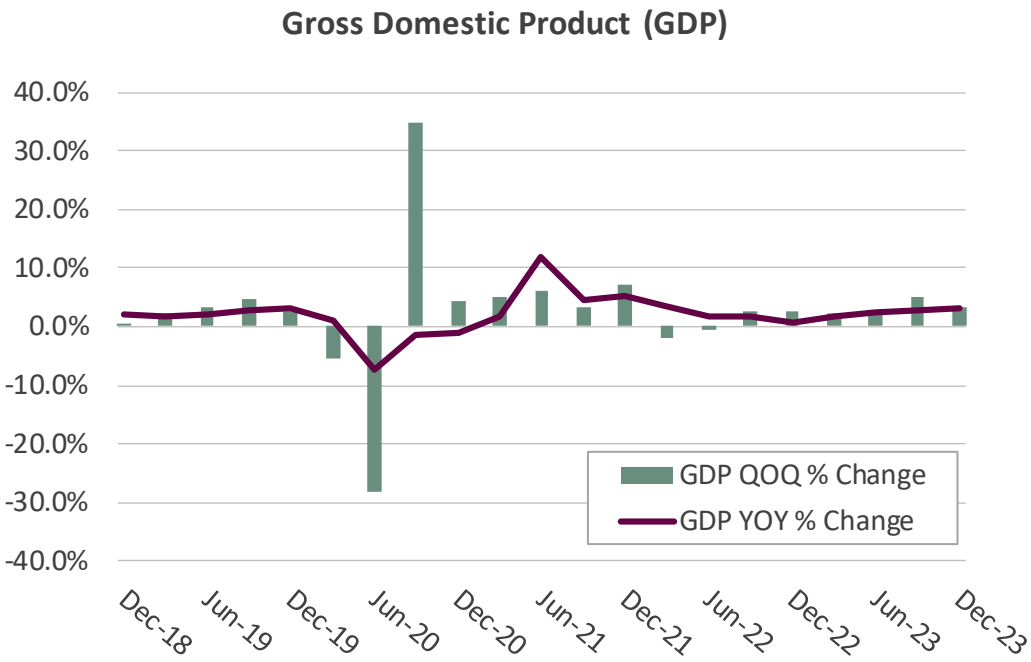
Source: Institute for Supply Management

The Institute for Supply Management (ISM) Manufacturing index unexpectedly expanded to 50.3 in March from 47.8 in February, marking the first month of expansion in factory activity above a reading of 50 since 2022. Production and new orders surged, while employment improved and prices paid increased. The ISM Services Index fell to 51.4 in March from 52.6 in February but remained in expansion territory for the 15th consecutive month. The survey reflected slower growth in new orders, a contraction in employment, faster supplier deliveries, and declining price pressures.

Gross Domestic Product (GDP)

Components of GDP	3/23	6/23	9/23	12/23
Personal Consumption Expenditures	2.5%	0.6%	2.1%	2.2%
Gross Private Domestic Investment	-1.7%	0.9%	1.7%	0.2%
Net Exports and Imports	0.6%	0.0%	0.0%	0.3%
Federal Government Expenditures	0.3%	0.1%	0.5%	0.2%
State and Local (Consumption and Gross Investment)	0.5%	0.5%	0.5%	0.6%
Total	**2.3%**	**2.1%**	**4.9%**	**3.4%**

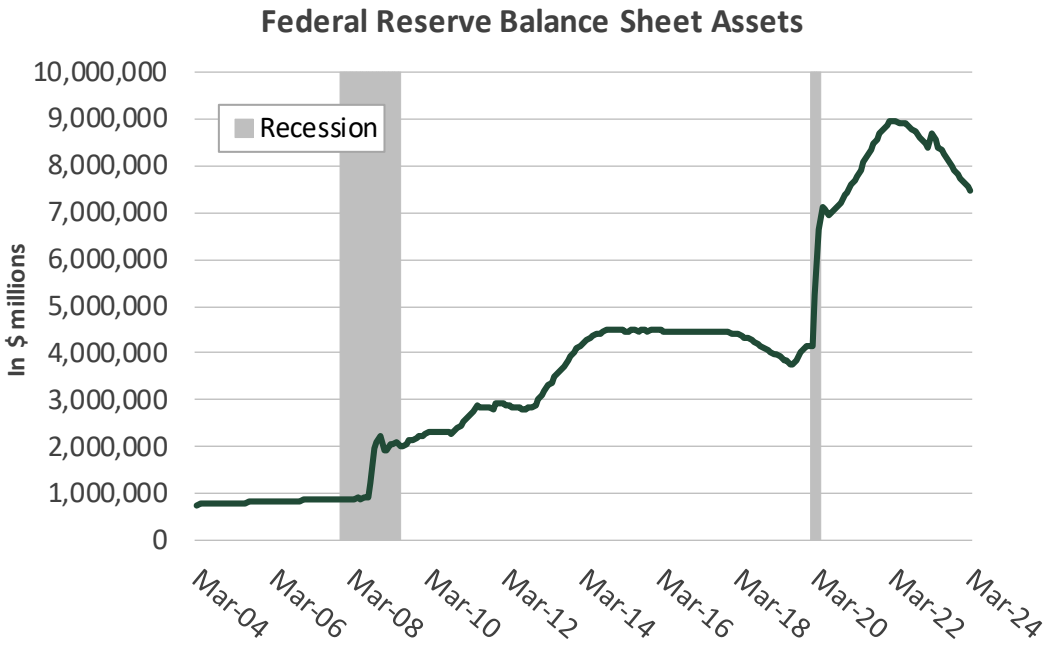
Source: US Department of Commerce



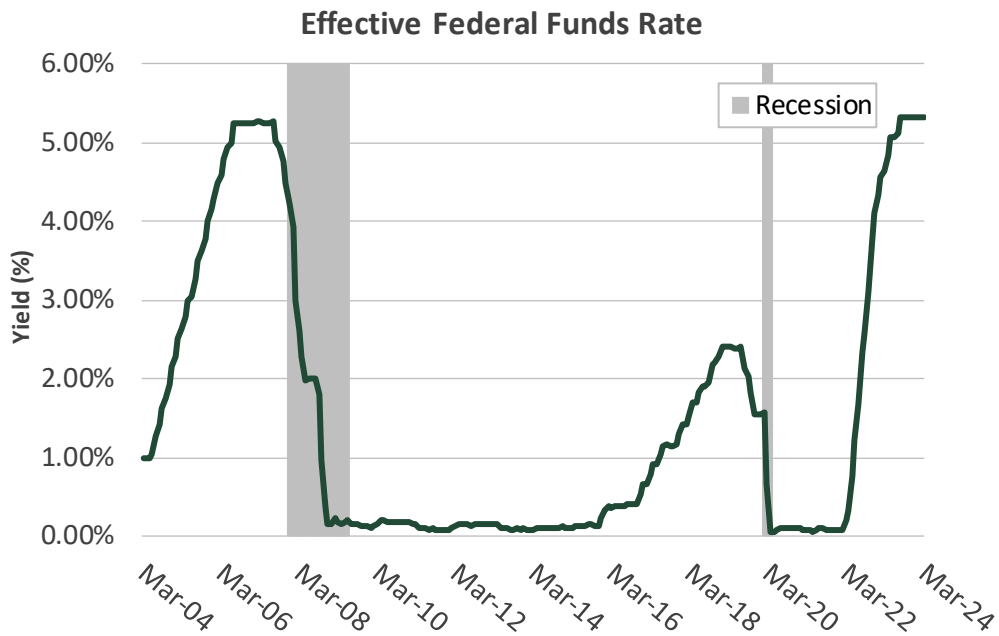
Source: US Department of Commerce

According to the third estimate, fourth quarter GDP increased at an annualized rate of 3.4%, revised up from the second estimate of 3.2%. The upward revision was due mainly to stronger personal consumption expenditures and nonresidential investment. GDP growth for the full year 2023 is estimated at 2.5%. The consensus projection calls for 2.0% growth in the first quarter and 2.2% growth for the full year 2024.

Federal Reserve



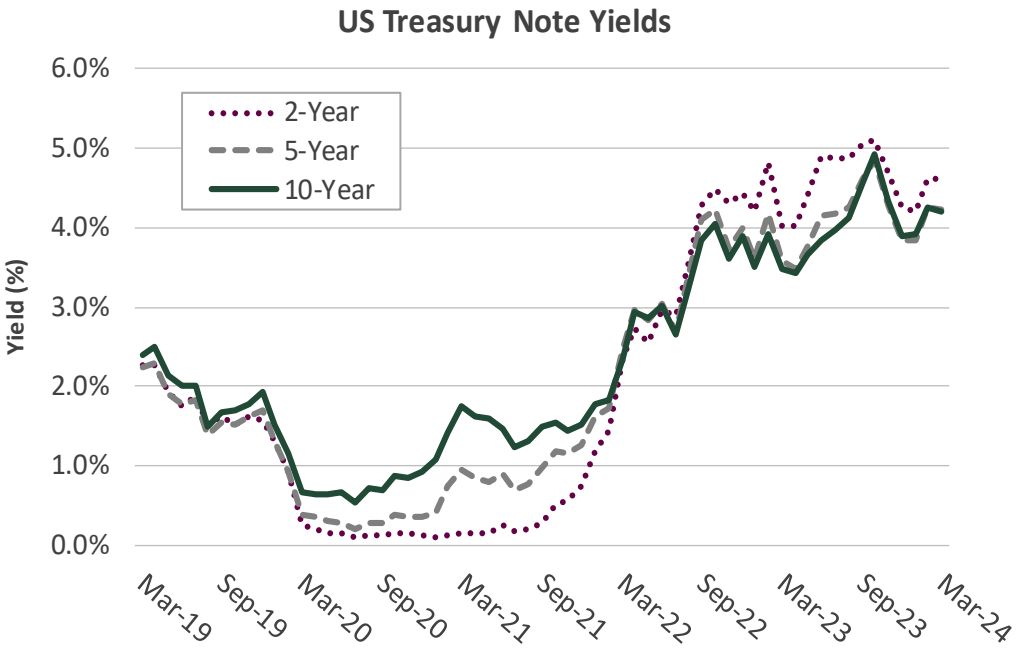
Source: Federal Reserve



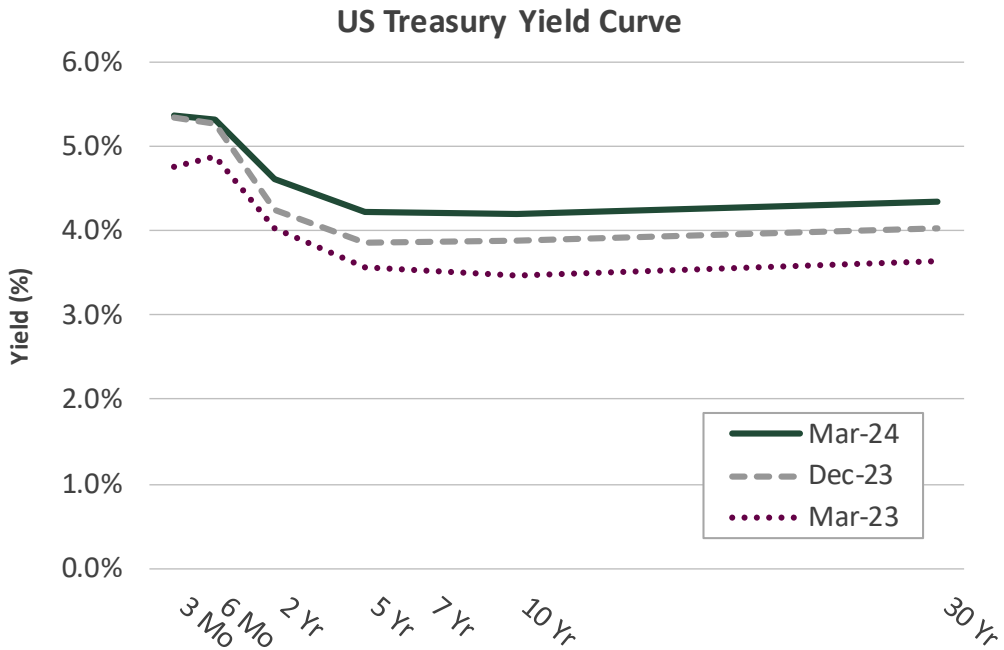
Source: Bloomberg

As expected at the March meeting, the Federal Open Market Committee voted unanimously to leave the federal funds rate unchanged at a target range of 5.25-5.50%. The FOMC Statement and Summary of Economic Projections (SEP) was minimally changed from January. The Fed assesses the progress to achieving its employment and inflation goals are moving into better balance, yet changes to monetary policy remain data dependent. For 2024, the March SEP showed stronger real GDP growth outlook of 2.1% from 1.4% in December as labor market and consumer data have been resilient. Core inflation projections nudged up from 2.4% to 2.6%. The median projection for the Federal Funds rate by the end of the year remained the same at 4.625%, implying three 0.25% cuts in 2024, three cuts in 2025 and three cuts in 2026. We believe the FOMC will loosen monetary policy in mid-2024 as inflation and economic growth continue to moderate. Since the Fed began its Quantitative Tightening campaign in June 2022, securities holdings have declined by over $1.5T to approximately $7.5T.

Bond Yields



Source: Bloomberg



Source: Bloomberg

At the end of March, the 2-year Treasury yield was 59 basis point higher, and the 10-Year Treasury yield was 73 basis points higher, year-over-year. The inversion between the 2-year Treasury yield and 10-year Treasury yield widened to -42 basis points at March month-end versus -37 basis points at February month-end. The average historical spread (since 2003) is about +130 basis points. The inversion between 3-month and 10-year Treasuries widened to -117 basis points in March from -113 basis points in February.

Section 2 | Account Profile

Objectives

As of March 31, 2024

Investment Objectives

Safety of principal is the foremost objective of the investment program. The investment portfolio shall remain sufficiently liquid to meet all requirements that may be reasonably anticipated. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and econmic cycles, taking into account the investment risk constraints and liquidity needs.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve this objective, the portfolio invests in high-quality fixed income securities that comply with the investment policy and all regulations governing the funds.

STATEMENT OF COMPLIANCE

CHANDLER ASSET MANAGEMENT

City of Stockton Reserve | Account #10020 | As of March 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	20.0	10.1	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	4.5	Compliant	
Max % Issuer (MV)	5.0	1.5	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA by 1, A Issuer)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	0.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	40.0	1.4	Compliant	
Max % Issuer (MV)	5.0	1.4	Compliant	
Max Maturity (Days)	270	36	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	22.3	Compliant	
Max % Issuer (MV)	5.0	1.4	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

CHANDLER ASSET MANAGEMENT

City of Stockton Reserve | Account #10020 | As of March 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	22.1	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	100.0	10.1	Compliant	
Max Callables (MV)	20.0	0.9	Compliant	
Max Maturity (Years)	10	9	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.1	Compliant	
Max % Issuer (MV)	20.0	0.1	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA; A Issuer)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.9	Compliant	
Max % Issuer (MV)	5.0	0.3	Compliant	
Max Maturity (Years)	5	1	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.9	Compliant	
Max % Issuer (MV)	5.0	0.6	Compliant	
Max Maturity (Years)	5	1	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	1.9	Compliant	
Max % Issuer (MV)	5.0	1.9	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

CHANDLER ASSET MANAGEMENT

City of Stockton Reserve | Account #10020 | As of March 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	1.3	Compliant	
Max % Issuer (MV)	10.0	1.3	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	41.4	Compliant	
Max Maturity (Years)	10	9	Compliant	

Portfolio Characteristics

As of March 31, 2024

City of Stockton Reserve

	03/31/24		12/31/23
	Benchmark*	Portfolio	Portfolio
Average Maturity (yrs)	2.69	2.88	2.87
Average Modified Duration	2.51	2.49	2.47
Average Purchase Yield	n/a	2.51%	2.23%
Average Market Yield	4.63%	4.81%	4.57%
Average Quality**	AA+	AA	AA/Aa1
Total Market Value		321,428,490	320,200,933

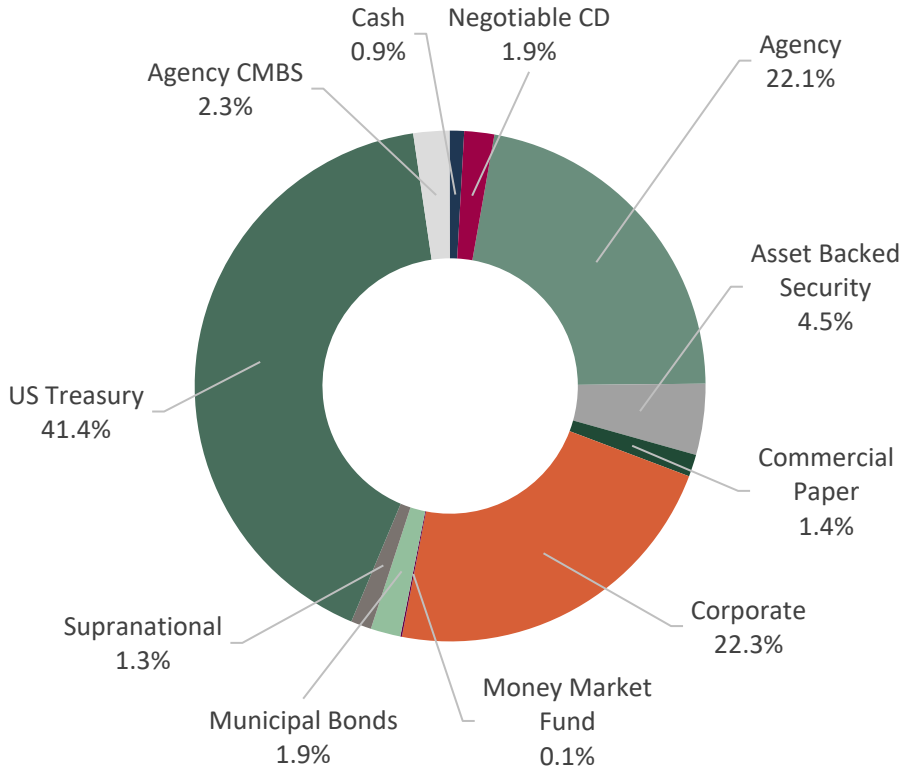
**ICE BofA US Issuers 1-5 Yr AAA-A US Corp/Govt Idx*
***The benchmark is a blended rating of S&P, Moody's, and Fitch. Portfolio is S&P and Moody's respectively.*

Sector Distribution

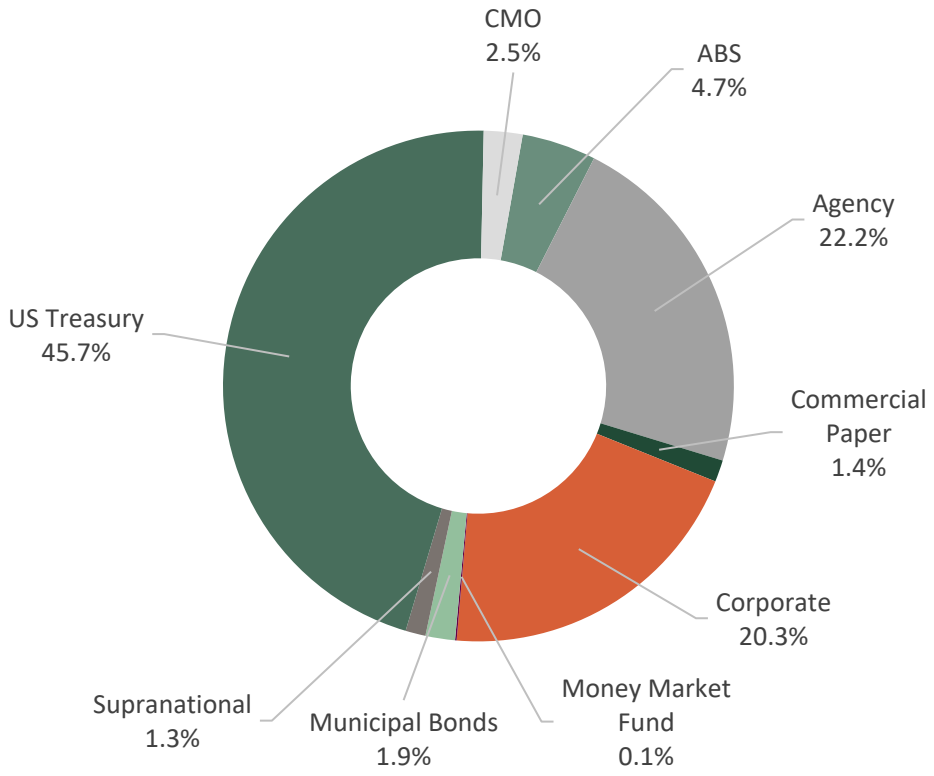
As of March 31, 2024

City of Stockton Reserve

March 31, 2024



December 31, 2023



Issuers

As of March 31, 2024

City of Stockton Reserve – Account #10020

Issue Name	Investment Type	% Portfolio
Government of the United States	US Treasury	41.40%
Federal National Mortgage Association	Agency	10.10%
Federal Farm Credit Bank	Agency	5.38%
Federal Home Loan Bank	Agency	4.66%
Federal Home Loan Mortgage Corp	Agency CMBS	2.30%
WestPac Banking Corp	Negotiable CD	1.87%
Federal Home Loan Mortgage Corp	Agency	1.71%
JP Morgan ABS	Asset Backed Security	1.54%
JP Morgan Chase & Co	Corporate	1.40%
MUFG Bank Ltd/NY	Commercial Paper	1.39%
Deere & Company	Corporate	1.34%
John Deere ABS	Asset Backed Security	1.31%
Wal-Mart Stores	Corporate	1.28%
Inter-American Dev Bank	Supranational	1.27%
Amazon.com Inc	Corporate	1.27%
Morgan Stanley	Corporate	1.22%
Visa Inc	Corporate	1.17%
United Health Group Inc	Corporate	1.16%
Paccar Financial	Corporate	1.12%
Novartis Capital Corp	Corporate	1.11%
Charles Schwab Corp/The	Corporate	1.02%
National Rural Utilities	Corporate	0.96%
Account Receivable Payable	Cash	0.95%
Cisco Systems	Corporate	0.94%
Prologis Trust	Corporate	0.90%
Microsoft	Corporate	0.82%
Northern Trust Corp	Corporate	0.68%
MasterCard Inc	Corporate	0.67%
Target Corp	Corporate	0.62%
Merck & Company	Corporate	0.62%
Pepsico Inc	Corporate	0.60%
Honeywell Corp	Corporate	0.60%
Bank of America Corp	Corporate	0.58%
Toyota Motor Corp	Corporate	0.57%
Goldman Sachs Inc.	Corporate	0.56%
Florida Hurricane Catastrophe	Municipal Bonds	0.56%
US Bancorp	Corporate	0.51%
Citigroup Inc	Corporate	0.42%

Issuers

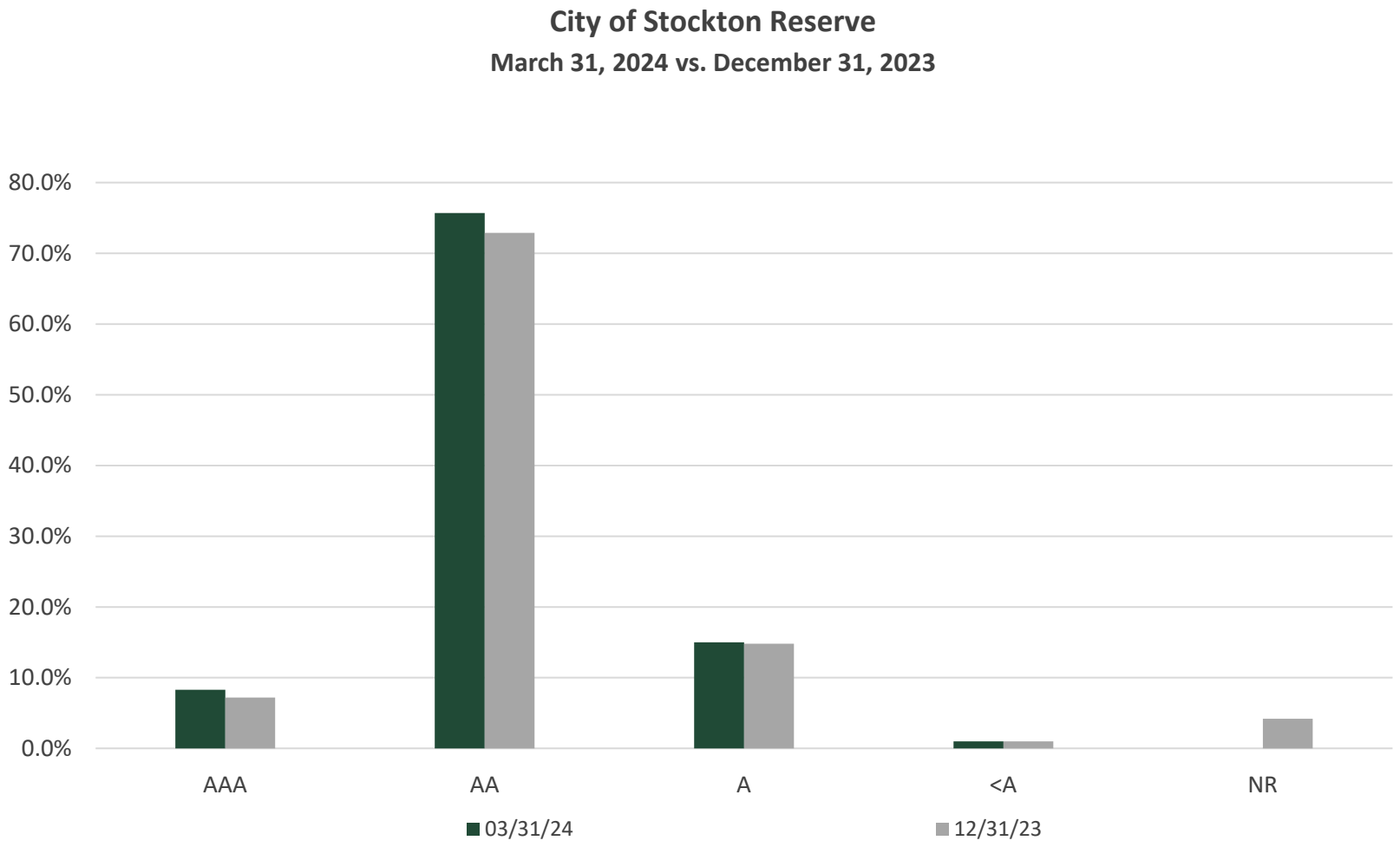
As of March 31, 2024

City of Stockton Reserve – Account #10020

Issue Name	Investment Type	% Portfolio
American Express ABS	Asset Backed Security	0.40%
Honda ABS	Asset Backed Security	0.35%
Los Angeles Cmnty College Dis	Municipal Bonds	0.28%
Tennessee Valley Authority	Agency	0.26%
Discover Card Execution Note Trust	Asset Backed Security	0.24%
University of California	Municipal Bonds	0.23%
San Diego Community College District	Municipal Bonds	0.22%
Maryland State	Municipal Bonds	0.20%
BMW ABS	Asset Backed Security	0.19%
California Edl Facs Auth Rev	Municipal Bonds	0.19%
New Jersey State Turnpike Authority	Municipal Bonds	0.16%
Toyota ABS	Asset Backed Security	0.14%
State Street Bank	Corporate	0.13%
BMW Vehicle Lease Trust	Asset Backed Security	0.13%
Hyundai Auto Receivables	Asset Backed Security	0.11%
Carmax Auto Owner Trust	Asset Backed Security	0.10%
Federated GOVT Obligation MMF	Money Market Fund	0.09%
California State Dept Water	Municipal Bonds	0.02%
TOTAL		**100.00%**

Quality Distribution

As of March 31, 2024

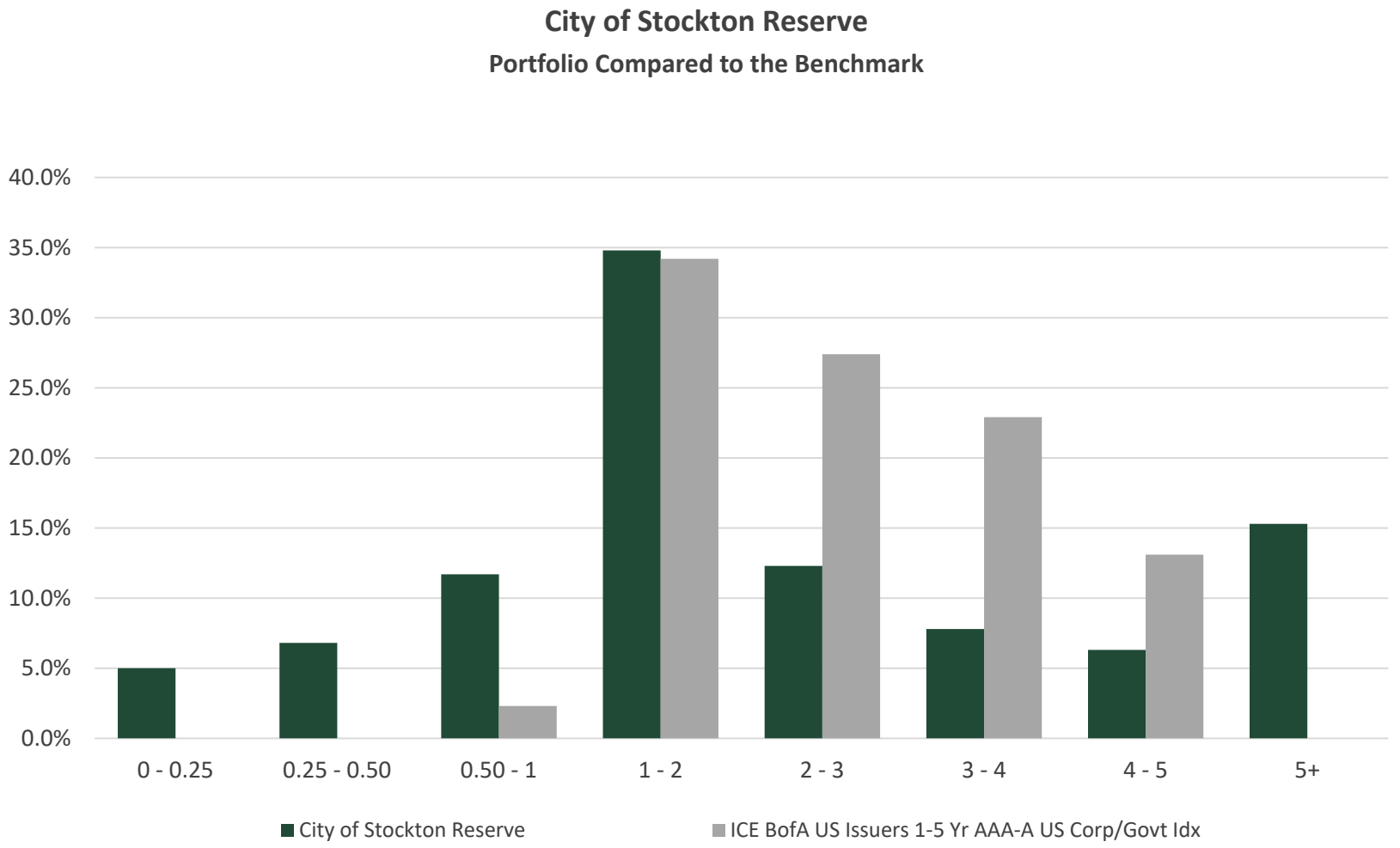


	AAA	AA	A	<A	NR
03/31/24	8.3%	75.7%	15.0%	1.0%	0.0%
12/31/23	7.2%	72.9%	14.8%	1.0%	4.2%

Source: S&P Ratings

Duration Distribution

As of March 31, 2024

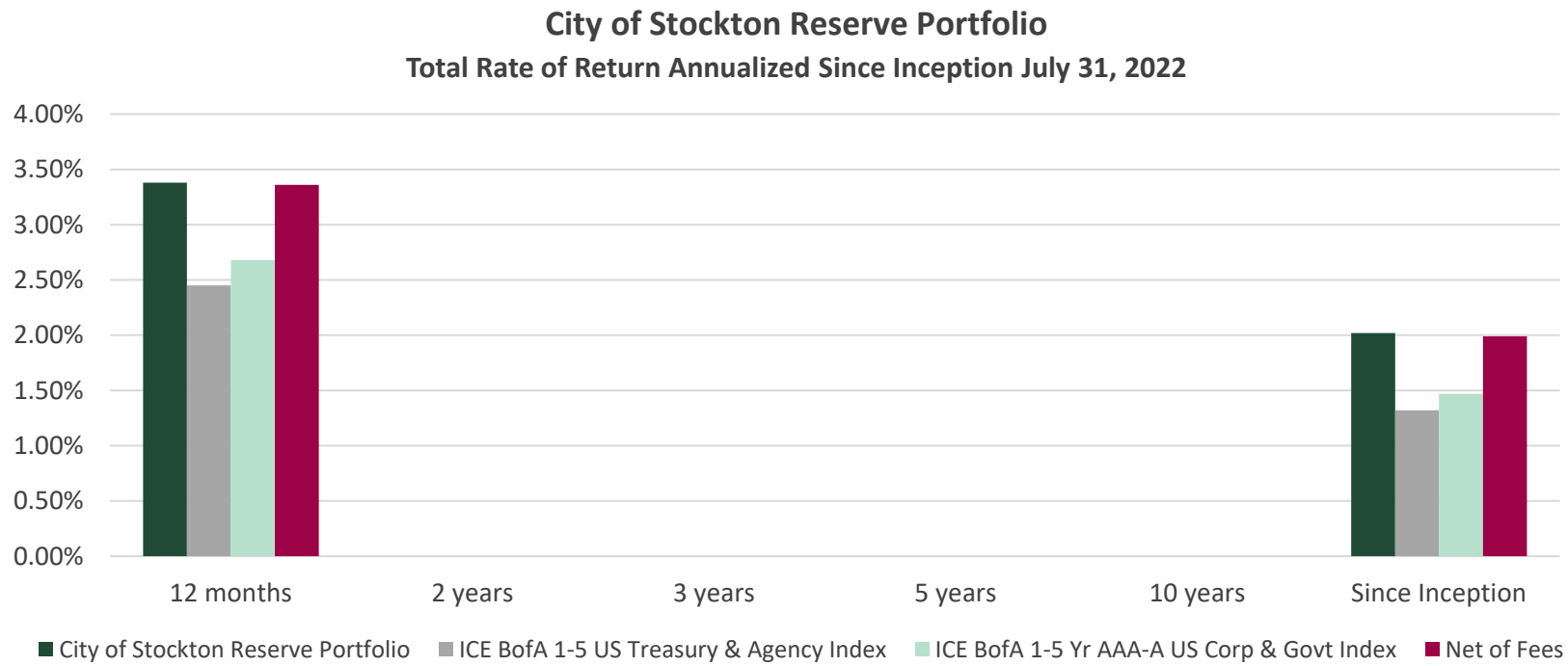


	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
Portfolio	5.0%	6.8%	11.7%	34.8%	12.3%	7.8%	6.3%	15.3%
Benchmark*	0.0%	0.0%	2.3%	34.2%	27.4%	22.9%	13.1%	0.0%

**ICE BofA US Issuers 1-5 Yr AAA-A US Corp/Govt Idx*

Investment Performance

As of March 31, 2024



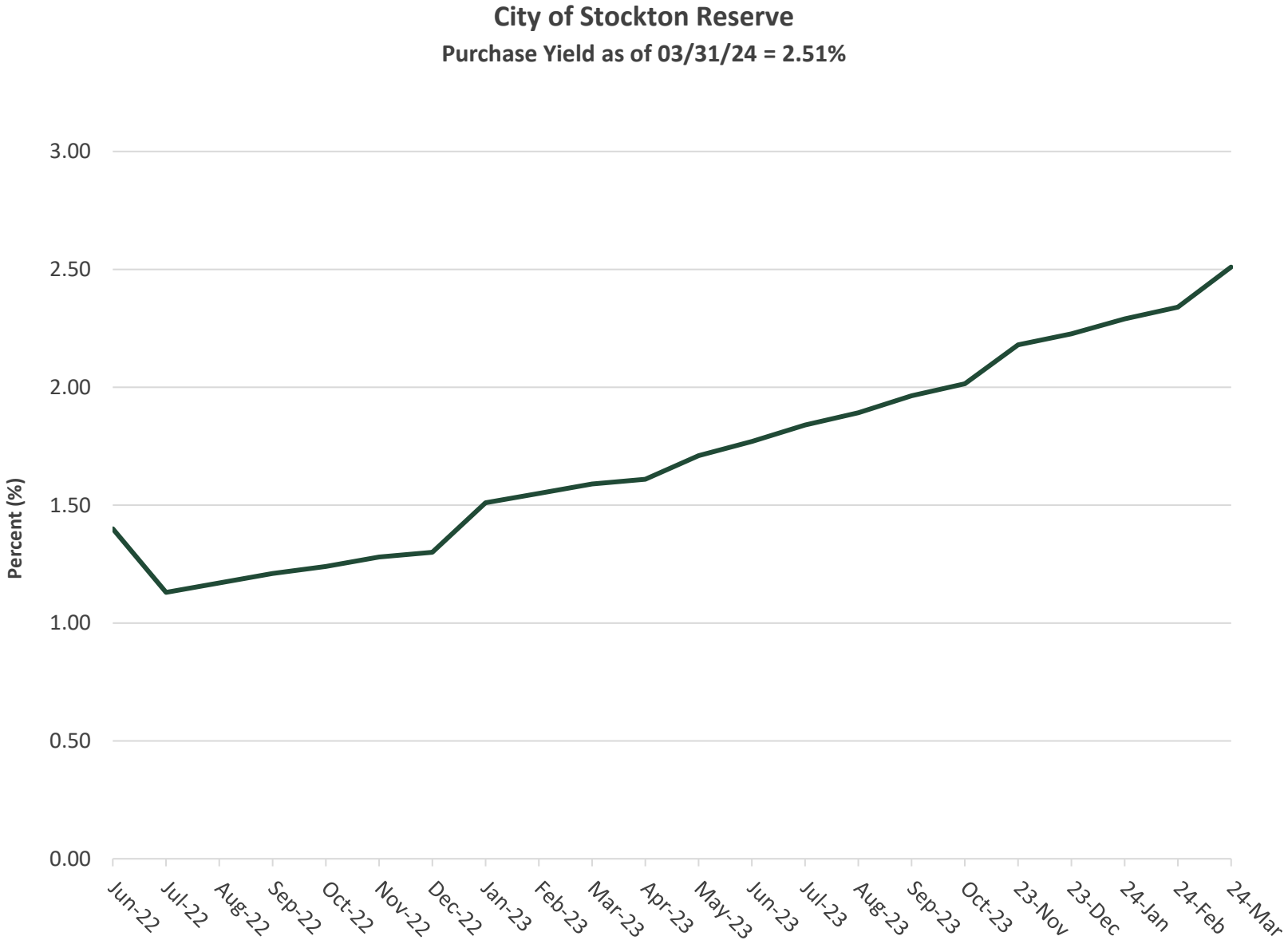
MARKET VALUE BASIS EARNINGS	3 months	12 months	2 years	3 years	5 years	10 years	Since Inception
Income Earned	$1,487,170.39	$5,912,237.60	N/A	N/A	N/A	N/A	$8,421,120.56
Change in Market Value	($276,160.83)	$4,589,726.12	N/A	N/A	N/A	N/A	$1,865,117.99
TOTAL DOLLAR RETURN	$1,211,009.56	$10,501,963.72	N/A	N/A	N/A	N/A	$10,286,238.55

			Annualized				
TOTAL RATE OF RETURN	**3 months**	**12 months**	**2 years**	**3 years**	**5 years**	**10 years**	**Since Inception**
City of Stockton Reserve Portfolio	0.38%	3.38%	N/A	N/A	N/A	N/A	2.02%
ICE BofA 1-5 US Treasury & Agency Index	(0.01%)	2.45%	N/A	N/A	N/A	N/A	1.32%
ICE BofA 1-5 Yr AAA-A US Corp & Govt Index	0.06%	2.68%	N/A	N/A	N/A	N/A	1.47%
Basis Point Fee*	0.00%	0.023%	N/A	N/A	N/A	N/A	0.029%
Net of Fee Return	0.38%	3.36%	N/A	N/A	N/A	N/A	1.99%

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Historical Average Purchase Yield

As of March 31, 2024



Section 3 | Portfolio Holdings

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Stockton Reserve | Account #10020 | As of March 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
ABS									
254683CP8	DCENT 2021-1 A 0.58 09/15/2024	797,500.00	09/27/2021 0.59%	797,329.25 797,473.65	97.75 5.57%	779,534.00 205.58	0.24% (17,939.65)	Aaa/AAA NA	0.46 1.00
43813GAC5	HAROT 2021-1 A3 0.27 04/21/2025	47,142.98	02/24/2021 0.27%	47,142.12 47,142.83	99.43 4.70%	46,873.39 3.54	0.01% (269.44)	Aaa/NA AAA	1.06 0.15
44933LAC7	HART 2021-A A3 0.38 09/15/2025	90,275.05	04/28/2021 0.39%	90,265.56 90,272.83	99.18 5.26%	89,535.27 15.25	0.03% (737.56)	NA/AAA AAA	1.46 0.24
05593AAC3	BMWLT 2023-1 A3 5.16 11/25/2025	415,000.00	02/07/2023 5.43%	414,990.12 414,994.12	99.76 5.64%	414,024.29 356.90	0.13% (969.83)	Aaa/AAA NA	1.65 0.64
14316NAC3	CARMX 2021-1 A3 0.34 12/15/2025	74,013.36	01/27/2021 0.35%	73,998.73 74,010.92	98.75 6.15%	73,088.15 11.18	0.02% (922.76)	NA/AAA AAA	1.71 0.34
89239BAC5	TAOT 2021-C A3 0.43 01/15/2026	445,344.26	09/27/2021 0.43%	445,308.77 445,331.99	97.86 6.04%	435,793.05 85.11	0.14% (9,538.94)	Aaa/AAA NA	1.79 0.57
14314QAC8	CARMX 2021-2 A3 0.52 02/17/2026	243,385.12	04/21/2021 0.53%	243,332.67 243,372.07	98.36 6.39%	239,394.36 56.25	0.07% (3,977.71)	NA/AAA AAA	1.88 0.47
44935FAD6	HART 2021-C A3 0.74 05/15/2026	263,438.25	11/17/2021 0.75%	263,379.44 263,414.78	97.77 6.00%	257,561.34 86.64	0.08% (5,853.45)	NA/AAA AAA	2.12 0.66
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	610,000.00	07/11/2023 5.47%	609,891.91 609,908.48	100.41 5.49%	612,502.16 556.12	0.19% 2,593.68	NA/AAA AAA	3.91 2.26
477920AC6	JDOT 2023-B A3 5.18 03/15/2028	1,085,000.00	06/21/2023 5.51%	1,084,819.02 1,084,848.24	100.02 5.50%	1,085,208.54 2,497.91	0.34% 360.30	Aaa/NA AAA	3.96 2.10
02582JJZ4	AMXCA 2023-1 A 4.87 05/15/2028	1,270,000.00	06/07/2023 4.87%	1,269,887.35 1,269,905.65	99.79 5.37%	1,267,315.35 2,748.84	0.40% (2,590.31)	NA/AAA AAA	4.12 1.97
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	3,105,000.00	09/12/2023 5.40%	3,104,786.69 3,104,811.16	100.71 5.54%	3,127,193.30 7,562.40	0.98% 22,382.14	Aaa/NA AAA	4.12 2.29
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	1,050,000.00	11/01/2023 5.74%	1,049,815.10 1,049,830.99	101.21 5.44%	1,062,706.36 1,653.75	0.33% 12,875.37	Aaa/NA AAA	4.22 2.50
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	4,915,000.00	-- 5.13%	4,920,147.11 4,919,536.48	100.51 5.33%	4,940,051.26 11,271.73	1.54% 20,514.78	NR/AAA AAA	4.46 2.26
Total ABS		**14,411,099.02**	**4.65%**	**14,415,093.83 14,414,854.19**	**100.15 5.48%**	**14,430,780.82 27,111.20**	**4.51% 15,926.63**	**Aaa/AAA AAA**	**3.77 1.99**
AGENCY									
3133ELVX9	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.875 04/08/2024	750,000.00	04/07/2020 0.87%	750,000.00 750,000.00	99.92 4.97%	749,400.63 3,153.65	0.23% (599.37)	Aaa/AA+ AA+	0.02 0.02

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Stockton Reserve | Account #10020 | As of March 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
3135G0X24	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 01/07/2025	4,380,000.00	03/04/2020 0.85%	4,542,673.20 4,405,840.12	97.36 5.18%	4,264,383.37 16,607.50	1.33% (141,456.75)	Aaa/AA+ AA+	0.77 0.75
3130AJHU6	FEDERAL HOME LOAN BANKS 0.5 04/14/2025	2,460,000.00	04/15/2020 0.60%	2,447,798.40 2,457,471.38	95.33 5.19%	2,345,071.41 5,705.83	0.73% (112,399.97)	Aaa/AA+ AA+	1.04 1.01
3135G03U5	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025	10,880,000.00	-- 0.63%	10,879,060.80 10,879,834.78	95.48 5.06%	10,388,348.90 30,033.33	3.25% (491,485.88)	Aaa/AA+ AA+	1.06 1.03
3135G04Z3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025	6,642,500.00	06/17/2020 0.54%	6,628,750.02 6,639,171.69	94.84 4.95%	6,299,417.53 9,594.72	1.97% (339,754.16)	Aaa/AA+ AA+	1.21 1.18
3137EAEU9	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025	2,310,000.00	07/21/2020 0.48%	2,298,496.20 2,306,997.91	94.34 4.90%	2,179,221.15 1,684.38	0.68% (127,776.76)	Aaa/AA+ AA+	1.31 1.27
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	3,995,000.00	08/25/2020 0.47%	3,976,303.40 3,989,767.82	93.93 4.91%	3,752,623.35 1,498.12	1.17% (237,144.47)	Aaa/AA+ AA+	1.40 1.37
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	3,545,000.00	09/23/2020 0.44%	3,534,329.55 3,541,840.98	93.67 4.87%	3,320,597.28 295.42	1.04% (221,243.70)	Aaa/AA+ AA+	1.48 1.44
3133EMBH4	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.53 09/29/2025	2,265,000.00	10/07/2020 0.57%	2,261,036.25 2,263,808.26	93.69 4.96%	2,122,131.55 66.69	0.66% (141,676.71)	Aaa/AA+ AA+	1.50 1.46
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	8,145,000.00	-- 0.54%	8,127,104.90 8,139,258.25	93.47 4.79%	7,613,362.90 16,290.00	2.38% (525,895.35)	Aaa/AA+ AA+	1.61 1.56
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	4,100,000.00	03/28/2023 3.89%	4,211,028.00 4,188,367.97	100.43 4.38%	4,117,536.03 10,762.50	1.29% (70,831.94)	Aaa/AA+ AA+	3.94 3.58
3133EN7B0	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.75 01/25/2030	3,000,000.00	01/20/2023 3.83%	2,985,090.00 2,987,609.02	96.70 4.40%	2,901,132.93 20,625.00	0.91% (86,476.09)	Aaa/AA+ AA+	5.82 5.12
3133EN4V9	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 09/23/2030	2,100,000.00	12/22/2022 4.22%	2,087,505.00 2,089,542.57	98.48 4.40%	2,068,148.46 1,925.00	0.65% (21,394.11)	Aaa/AA+ AA+	6.48 5.62
3133ENQ45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 09/30/2030	875,000.00	11/30/2022 4.40%	866,250.00 867,742.49	99.02 4.42%	866,449.68 103.30	0.27% (1,292.81)	Aaa/AA+ AA+	6.50 5.51
880591EX6	TENNESSEE VALLEY AUTHORITY 1.5 09/15/2031	1,003,000.00	01/23/2023 4.03%	818,959.53 844,209.70	82.49 4.27%	827,392.90 668.67	0.26% (16,816.80)	Aaa/AA+ AA+	7.46 6.89
3133ENFQ8	FEDERAL FARM CREDIT BANKS FUNDING CORP 1.81 12/01/2031	2,303,000.00	01/25/2023 3.94%	1,939,056.91 1,987,605.19	83.24 4.41%	1,916,967.06 13,894.77	0.60% (70,638.12)	Aaa/AA+ AA+	7.67 6.93
3133ENGS3	FEDERAL FARM CREDIT BANKS FUNDING CORP 1.625 12/09/2031	4,500,000.00	02/24/2023 4.35%	3,613,410.00 3,723,715.40	81.97 4.42%	3,688,471.30 22,750.00	1.15% (35,244.09)	Aaa/AA+ AA+	7.69 7.00
3133EN6M7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 01/19/2033	3,000,000.00	01/18/2023 3.93%	3,017,490.00 3,015,392.93	96.56 4.48%	2,896,789.29 24,000.00	0.91% (118,603.64)	Aaa/AA+ AA+	8.80 7.25
3130AV4X7	FEDERAL HOME LOAN BANKS 4.375 03/11/2033	2,500,000.00	05/12/2023 4.04%	2,568,175.00 2,562,056.73	99.34 4.47%	2,483,478.20 6,076.39	0.78% (78,578.53)	Aaa/AA+ AA+	8.94 7.31

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Stockton Reserve | Account #10020 | As of March 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
3130AVWG3	FEDERAL HOME LOAN BANKS 4.0 06/10/2033	6,195,000.00	-- 4.40%	5,998,322.75 6,012,352.29	96.56 4.46%	5,982,083.74 76,405.00	1.87% (30,268.55)	Aaa/AA+ AA+	9.19 7.48
Total Agency		**74,948,500.00**	**1.97%**	**73,550,839.91** **73,652,585.47**	**94.66** **4.76%**	**70,783,007.67** **262,140.26**	**22.12%** **(2,869,577.80)**	**Aaa/AA+** **AA+**	**3.63** **3.19**
AGENCY CMBS									
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	2,400,000.00	10/20/2022 4.80%	2,234,343.75 2,286,012.73	95.51 5.04%	2,292,138.72 6,234.00	0.72% 6,125.99	Aaa/AA+ AAA	3.24 2.88
3137FG6X8	FHMS K-077 A2 3.85 05/25/2028	5,245,000.00	05/24/2023 4.24%	5,148,705.08 5,165,146.98	97.01 5.05%	5,088,039.70 16,827.71	1.59% (77,107.28)	Aaa/AA+ AAA	4.15 3.67
Total Agency CMBS		**7,645,000.00**	**4.42%**	**7,383,048.83** **7,451,159.71**	**96.54** **5.05%**	**7,380,178.42** **23,061.71**	**2.31%** **(70,981.28)**	**Aaa/AA+** **AAA**	**3.87** **3.42**
CASH									
CCYUSD	Cash	6,002.25	-- 0.00%	6,002.25 6,002.25	1.00 0.00%	6,002.25 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
CCYUSD	Receivable	3,044,116.20	-- 0.00%	3,044,116.20 3,044,116.20	1.00 0.00%	3,044,116.20 0.00	0.95% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**3,050,118.45**	**0.00%**	**3,050,118.45** **3,050,118.45**	**1.00** **0.00%**	**3,050,118.45** **0.00**	**0.95%** **0.00**	**Aaa/AAA** **AAA**	**0.00** **0.00**
COMMERCIAL PAPER									
62479LE68	MUFG Bank, Ltd., New York Branch 05/06/2024	4,500,000.00	11/29/2023 5.68%	4,390,091.25 4,475,806.25	99.43 5.35%	4,474,192.50 0.00	1.40% (1,613.75)	P-1/A-1 NA	0.10 0.10
Total Commercial Paper		**4,500,000.00**	**11/29/2023** **5.68%**	**4,390,091.25** **4,475,806.25**	**99.43** **5.35%**	**4,474,192.50** **0.00**	**1.40%** **(1,613.75)**	**P-1/A-1** **NA**	**0.10** **0.10**
CORPORATE									
57636QAB0	MASTERCARD INC 3.375 04/01/2024	2,125,000.00	04/02/2019 2.71%	2,194,381.25 2,125,000.00	100.00 3.32%	2,125,000.00 35,859.38	0.66% 0.00	Aa3/A+ NA	0.00 0.01
023135BW5	AMAZON.COM INC 0.45 05/12/2024	1,542,500.00	05/10/2021 0.50%	1,540,247.95 1,542,415.75	99.41 5.66%	1,533,386.03 2,680.09	0.48% (9,029.72)	A1/AA AA-	0.11 0.12
931142EL3	WALMART INC 2.85 07/08/2024	4,100,000.00	05/12/2020 0.93%	4,418,693.00 4,114,583.53	99.30 5.43%	4,071,503.44 26,940.42	1.27% (43,080.09)	Aa2/AA AA	0.27 0.27

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CHANDLER ASSET MANAGEMENT

City of Stockton Reserve | Account #10020 | As of March 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
91159HHX1	US BANCORP 2.4 07/30/2024	1,650,000.00	08/01/2019 2.38%	1,651,369.50 1,650,067.37	98.94 5.61%	1,632,550.47 6,710.00	0.51% (17,516.89)	A3/A A	0.33 0.33
24422EVY2	JOHN DEERE CAPITAL CORP 1.25 01/10/2025	2,357,500.00	03/08/2022 2.16%	2,298,067.42 2,341,223.38	96.94 5.33%	2,285,413.54 6,630.47	0.71% (55,809.84)	A1/A A+	0.78 0.76
594918BB9	MICROSOFT CORP 2.7 02/12/2025	2,675,000.00	03/04/2021 0.77%	2,863,881.75 2,706,597.32	97.96 5.15%	2,620,308.80 9,830.62	0.82% (86,288.52)	Aaa/AAA WR	0.87 0.84
89236TGT6	TOYOTA MOTOR CREDIT CORP 1.8 02/13/2025	1,887,500.00	05/20/2020 1.59%	1,905,940.87 1,890,889.71	97.03 5.35%	1,831,511.41 4,530.00	0.57% (59,378.30)	A1/A+ A+	0.87 0.84
66989HAP3	NOVARTIS CAPITAL CORP 1.75 02/14/2025	3,680,000.00	05/08/2020 0.99%	3,809,756.80 3,701,879.37	97.11 5.19%	3,573,732.53 8,407.78	1.12% (128,146.84)	Aa3/AA- AA-	0.88 0.85
023135CE4	AMAZON.COM INC 3.0 04/13/2025	2,567,500.00	04/11/2022 3.05%	2,563,417.67 2,566,095.77	97.92 5.09%	2,514,041.67 35,945.00	0.79% (52,054.10)	A1/AA AA-	1.04 0.99
172967MX6	CITIGROUP INC 0.981 05/01/2025	1,355,000.00	-- 0.98%	1,355,119.25 1,355,003.26	99.56 6.24%	1,349,065.49 5,538.56	0.42% (5,937.76)	A3/BBB+ A	1.08 0.09
38148LAE6	GOLDMAN SACHS GROUP INC 3.75 05/22/2025	1,817,500.00	02/12/2021 0.80%	2,030,474.65 1,865,005.26	98.14 5.45%	1,783,654.86 24,422.66	0.56% (81,350.40)	A2/BBB+ A	1.14 1.09
438516CB0	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	2,000,000.00	09/03/2021 0.81%	2,039,160.00 2,011,621.49	95.83 5.07%	1,916,617.78 9,000.00	0.60% (95,003.71)	A2/A A	1.17 1.13
46647PCM6	JPMORGAN CHASE & CO 0.768 08/09/2025	1,680,000.00	08/03/2021 0.77%	1,680,000.00 1,680,000.00	98.11 6.19%	1,648,280.54 1,863.68	0.51% (31,719.46)	A1/A- AA-	1.36 0.35
63743HFF4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 5.45 10/30/2025	3,000,000.00	10/31/2022 5.26%	3,015,750.00 3,008,314.50	100.34 5.22%	3,010,078.77 68,579.17	0.94% 1,764.27	A2/A- A	1.58 1.47
857477BR3	STATE STREET CORP 1.746 02/06/2026	437,500.00	02/02/2022 1.75%	437,500.00 437,500.00	96.66 5.84%	422,878.07 1,167.03	0.13% (14,621.93)	A1/A AA-	1.85 0.82
06051GKM0	BANK OF AMERICA CORP 3.384 04/02/2026	1,875,000.00	03/17/2022 3.38%	1,875,000.00 1,875,000.00	97.81 5.66%	1,833,877.65 31,548.75	0.57% (41,122.35)	A1/A- AA-	2.01 0.96
6174468Q5	MORGAN STANLEY 2.188 04/28/2026	2,200,000.00	08/24/2022 4.62%	2,072,268.00 2,145,980.27	96.48 5.61%	2,122,453.26 20,457.80	0.66% (23,527.01)	A1/A- A+	2.08 1.03
91324PEC2	UNITEDHEALTH GROUP INC 1.15 05/15/2026	4,000,000.00	09/19/2022 4.16%	3,592,560.00 3,763,244.32	92.49 4.92%	3,699,795.36 17,377.78	1.16% (63,448.96)	A2/A+ A	2.12 2.05
87612EBM7	TARGET CORP 1.95 01/15/2027	2,140,000.00	-- 1.97%	2,137,844.40 2,138,792.38	92.95 4.67%	1,989,189.58 8,809.67	0.62% (149,602.80)	A2/A A	2.79 2.65
808513BY0	CHARLES SCHWAB CORP 2.45 03/03/2027	3,500,000.00	01/23/2023 4.35%	3,251,955.00 3,323,487.34	93.19 4.98%	3,261,609.16 6,669.44	1.02% (61,878.18)	A2/A- A	2.92 2.76

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CHANDLER ASSET MANAGEMENT

City of Stockton Reserve | Account #10020 | As of March 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	2,200,000.00	08/24/2022 3.93%	2,206,402.00 2,204,187.09	97.42 4.90%	2,143,324.48 34,466.67	0.67% (60,862.61)	A2/A+ A+	3.11 2.84
92826CAH5	VISA INC 2.75 09/15/2027	4,000,000.00	03/27/2024 4.57%	3,769,760.00 3,770,487.46	93.99 4.65%	3,759,679.28 4,888.89	1.17% (10,808.18)	Aa3/AA- NA	3.46 3.24
74340XBV2	PROLOGIS LP 3.375 12/15/2027	3,000,000.00	01/25/2023 4.28%	2,881,530.00 2,910,101.00	94.90 4.90%	2,847,006.57 29,812.50	0.89% (63,094.43)	A3/A NA	3.71 3.39
24422EWR6	JOHN DEERE CAPITAL CORP 4.75 01/20/2028	2,000,000.00	01/20/2023 4.35%	2,035,920.00 2,027,383.58	100.21 4.69%	2,004,266.00 18,736.11	0.63% (23,117.58)	A1/A A+	3.81 3.42
713448FL7	PEPSICO INC 3.6 02/18/2028	2,000,000.00	04/27/2023 4.00%	1,964,920.00 1,971,688.42	96.60 4.57%	1,931,937.66 8,600.00	0.60% (39,750.76)	A1/A+ NA	3.89 3.56
61747YER2	MORGAN STANLEY 4.21 04/20/2028	1,800,000.00	07/31/2023 5.39%	1,729,026.00 1,741,821.17	97.17 5.22%	1,749,116.61 33,890.50	0.55% 7,295.44	A1/A- A+	4.05 2.77
58933YBH7	MERCK & CO INC 4.05 05/17/2028	2,000,000.00	-- 4.03%	2,001,621.20 2,001,330.36	98.30 4.50%	1,966,025.36 30,150.00	0.61% (35,305.00)	A1/A+ NA	4.13 3.70
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	3,000,000.00	02/27/2024 5.19%	2,823,480.00 2,827,446.74	94.59 5.09%	2,837,797.38 19,884.33	0.89% 10,350.64	A1/A- AA-	4.82 3.48
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	3,600,000.00	01/29/2024 4.52%	3,612,132.00 3,611,726.94	99.33 4.75%	3,575,998.30 28,060.00	1.12% (35,728.64)	A1/A+ NA	4.84 4.26
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	3,000,000.00	02/27/2024 4.84%	3,001,560.00 3,001,532.16	100.74 4.68%	3,022,144.32 14,145.83	0.94% 20,612.16	A1/AA- NA	4.91 4.30
Total Corporate		**73,190,000.00**	**3.15%**	**72,759,738.71 72,310,405.92**	**97.15 5.06%**	**71,062,244.36 555,603.13**	**22.20% (1,248,161.56)**	**A1/A A+**	**2.31 1.97**
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	290,509.56	-- 5.17%	290,509.56 290,509.56	1.00 5.17%	290,509.56 0.00	0.09% 0.00	Aaa/ AAAm AA	0.00 0.00
Total Money Market Fund		**290,509.56**	**5.17%**	**290,509.56 290,509.56**	**1.00 5.17%**	**290,509.56 0.00**	**0.09% 0.00**	**Aaa/ AAAm AA**	**0.00 0.00**
MUNICIPAL BONDS									
574193TQ1	MARYLAND ST 0.51 08/01/2024	647,500.00	07/23/2020 0.52%	647,318.70 647,484.82	98.41 5.36%	637,198.28 550.38	0.20% (10,286.54)	Aaa/AAA AAA	0.34 0.33

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CHANDLER ASSET MANAGEMENT

City of Stockton Reserve | Account #10020 | As of March 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
797272QP9	SAN DIEGO CALIF CMNTY COLLEGE DIST 2.046 08/01/2024	725,000.00	09/18/2019 2.05%	725,000.00 725,000.00	98.92 5.34%	717,141.00 2,472.25	0.22% (7,859.00)	Aa1/AAA NA	0.34 0.33
13077DNC2	CALIFORNIA ST UNIV REV 0.685 11/01/2024	625,000.00	08/27/2020 0.68%	625,000.00 625,000.00	97.33 5.39%	608,318.75 1,783.85	0.19% (16,681.25)	Aa2/AA- NA	0.59 0.57
13067WRB0	CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV 0.56 12/01/2024	77,500.00	07/30/2020 0.56%	77,500.00 77,500.00	97.03 5.15%	75,199.02 144.67	0.02% (2,300.98)	Aa1/AAA NA	0.67 0.65
91412HGE7	UNIVERSITY CALIF REVS 0.883 05/15/2025	760,000.00	07/10/2020 0.88%	760,000.00 760,000.00	95.58 4.98%	726,423.20 2,535.19	0.23% (33,576.80)	Aa2/AA AA	1.12 1.09
341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV 1.258 07/01/2025	1,875,000.00	09/03/2020 1.17%	1,882,423.50 1,876,921.18	95.34 5.16%	1,787,568.75 5,896.88	0.56% (89,352.43)	Aa3/AA AA	1.25 1.21
54438CYK2	LOS ANGELES CALIF CMNTY COLLEGE DIST 0.773 08/01/2025	965,000.00	10/30/2020 0.77%	965,000.00 965,000.00	94.69 4.94%	913,748.85 1,243.24	0.29% (51,251.15)	Aaa/AA+ NA	1.34 1.30
646140DP5	NEW JERSEY ST TPK AUTH TPK REV 1.047 01/01/2026	557,500.00	01/22/2021 1.05%	557,500.00 557,500.00	93.65 4.87%	522,115.48 1,459.26	0.16% (35,384.52)	A1/AA- A+	1.76 1.70
Total Municipal Bonds		**6,232,500.00**	**1.04%**	**6,239,742.20 6,234,406.00**	**96.10 5.14%**	**5,987,713.32 16,085.71**	**1.87% (246,692.67)**	**Aa2/AA AA**	**1.01 0.98**
NEGOTIABLE CD									
96130AWR5	Westpac Banking Corporation - New York Branch 5.32 03/14/2025	6,000,000.00	03/22/2024 5.30%	6,000,953.46 6,000,926.75	99.98 5.30%	5,999,094.00 12,413.33	1.87% (1,832.75)	P-1/A-1+ NA	0.95 0.92
Total Negotiable CD		**6,000,000.00**	**03/22/2024 5.30%**	**6,000,953.46 6,000,926.75**	**99.98 5.30%**	**5,999,094.00 12,413.33**	**1.87% (1,832.75)**	**P-1/A-1+ NA**	**0.95 0.92**
SUPRANATIONAL									
4581X0DZ8	INTER-AMERICAN DEVELOPMENT BANK 0.5 09/23/2024	4,190,000.00	09/15/2021 0.52%	4,186,899.40 4,189,504.92	97.71 5.42%	4,093,941.53 465.56	1.28% (95,563.40)	Aaa/AAA NA	0.48 0.47
Total Supranational		**4,190,000.00**	**09/15/2021 0.52%**	**4,186,899.40 4,189,504.92**	**97.71 5.42%**	**4,093,941.53 465.56**	**1.28% (95,563.40)**	**Aaa/AAA NA**	**0.48 0.47**
US TREASURY									
912828X70	UNITED STATES TREASURY 2.0 04/30/2024	2,257,500.00	06/03/2019 1.91%	2,267,729.29 2,257,665.63	99.73 5.24%	2,251,407.89 18,977.88	0.70% (6,257.75)	Aaa/AA+ AA+	0.08 0.09
9128282U3	UNITED STATES TREASURY 1.875 08/31/2024	7,137,500.00	-- 1.29%	7,335,869.62 7,154,625.36	98.58 5.35%	7,036,431.86 11,637.23	2.20% (118,193.51)	Aaa/AA+ AA+	0.42 0.41
91282CCX7	UNITED STATES TREASURY 0.375 09/15/2024	1,577,500.00	10/04/2021 0.50%	1,571,769.24 1,576,609.73	97.83 5.25%	1,543,207.86 273.28	0.48% (33,401.87)	Aaa/AA+ AA+	0.46 0.45

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CHANDLER ASSET MANAGEMENT

City of Stockton Reserve | Account #10020 | As of March 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
9128283J7	UNITED STATES TREASURY 2.125 11/30/2024	5,457,500.00	-- 1.67%	5,578,317.09 5,473,769.49	97.98 5.25%	5,347,177.51 38,974.15	1.67% (126,591.98)	Aaa/AA+ AA+	0.67 0.65
912828ZC7	UNITED STATES TREASURY 1.125 02/28/2025	4,472,500.00	08/19/2021 0.53%	4,565,793.56 4,496,601.44	96.49 5.09%	4,315,656.76 4,375.27	1.35% (180,944.68)	Aaa/AA+ AA+	0.91 0.89
912828ZL7	UNITED STATES TREASURY 0.375 04/30/2025	2,997,500.00	04/05/2021 0.70%	2,958,391.99 2,987,116.88	95.18 5.01%	2,853,011.15 4,724.77	0.89% (134,105.73)	Aaa/AA+ AA+	1.08 1.06
912828ZW3	UNITED STATES TREASURY 0.25 06/30/2025	1,597,500.00	10/04/2021 0.70%	1,571,103.81 1,588,688.36	94.41 4.92%	1,508,139.84 1,009.41	0.47% (80,548.52)	Aaa/AA+ AA+	1.25 1.22
91282CAJ0	UNITED STATES TREASURY 0.25 08/31/2025	8,820,000.00	-- 0.56%	8,710,250.00 8,781,766.29	93.76 4.87%	8,269,439.02 1,917.39	2.58% (512,327.27)	Aaa/AA+ AA+	1.42 1.38
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	3,500,000.00	10/04/2021 0.78%	3,425,898.44 3,471,177.19	93.15 4.80%	3,260,195.33 3,677.88	1.02% (210,981.86)	Aaa/AA+ AA+	1.59 1.55
91282CAZ4	UNITED STATES TREASURY 0.375 11/30/2025	6,772,500.00	-- 0.93%	6,619,508.79 6,710,495.02	93.04 4.77%	6,300,805.94 8,535.02	1.97% (409,689.08)	Aaa/AA+ AA+	1.67 1.63
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	5,000,000.00	01/23/2024 4.42%	4,962,109.38 4,965,838.12	98.77 4.76%	4,938,476.55 59,016.39	1.54% (27,361.57)	Aaa/AA+ AA+	1.71 1.62
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	3,100,000.00	01/11/2021 0.49%	3,082,199.22 3,093,732.95	92.75 4.74%	2,875,250.00 2,938.19	0.90% (218,482.95)	Aaa/AA+ AA+	1.75 1.71
9128286A3	UNITED STATES TREASURY 2.625 01/31/2026	1,707,500.00	02/04/2021 0.46%	1,890,055.76 1,774,630.82	96.40 4.69%	1,646,003.33 7,511.36	0.51% (128,627.50)	Aaa/AA+ AA+	1.84 1.76
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	17,305,000.00	-- 0.79%	16,971,456.65 17,175,503.46	92.46 4.71%	15,999,689.21 10,875.05	5.00% (1,175,814.25)	Aaa/AA+ AA+	1.84 1.79
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	12,670,000.00	-- 0.94%	12,437,181.06 12,566,580.93	92.43 4.68%	11,710,346.45 5,508.70	3.66% (856,234.48)	Aaa/AA+ AA+	1.91 1.87
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	8,320,000.00	-- 0.80%	8,301,545.71 8,311,998.41	92.13 4.61%	7,665,124.98 20,970.49	2.39% (646,873.43)	Aaa/AA+ AA+	2.17 2.10
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	3,700,000.00	04/05/2022 2.75%	3,406,746.09 3,536,623.36	91.52 4.50%	3,386,222.65 88.46	1.06% (150,400.71)	Aaa/AA+ AA+	2.50 2.41
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	2,650,000.00	09/30/2022 4.06%	2,458,185.55 2,524,043.05	94.14 4.44%	2,494,726.56 7,535.03	0.78% (29,316.48)	Aaa/AA+ AA+	2.88 2.73
91282CBJ9	UNITED STATES TREASURY 0.75 01/31/2028	540,000.00	03/14/2022 2.14%	498,382.03 512,874.70	87.49 4.32%	472,457.82 678.71	0.15% (40,416.88)	Aaa/AA+ AA+	3.84 3.70
91282CCY5	UNITED STATES TREASURY 1.25 09/30/2028	525,000.00	03/14/2022 2.16%	495,591.79 504,791.85	87.74 4.27%	460,625.98 17.93	0.14% (44,165.87)	Aaa/AA+ AA+	4.50 4.26
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	7,000,000.00	03/27/2024 4.20%	6,940,117.19 6,940,252.52	98.97 4.24%	6,927,812.50 46,923.08	2.16% (12,440.02)	Aaa/AA+ AA+	4.84 4.33

ATTACHMENT A

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Stockton Reserve | Account #10020 | As of March 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
9128286B1	UNITED STATES TREASURY 2.625 02/15/2029	6,500,000.00	-- 4.08%	6,047,519.53 6,091,259.13	92.89 4.25%	6,038,144.52 21,562.50	1.89% (53,114.61)	Aaa/AA+ AA+	4.88 4.49
912828YB0	UNITED STATES TREASURY 1.625 08/15/2029	520,000.00	03/21/2022 2.29%	496,518.75 502,955.90	87.77 4.19%	456,401.56 1,067.86	0.14% (46,554.34)	Aaa/AA+ AA+	5.38 5.04
91282CGJ4	UNITED STATES TREASURY 3.5 01/31/2030	6,000,000.00	-- 3.96%	5,847,578.13 5,862,720.79	96.23 4.24%	5,773,593.72 35,192.31	1.80% (89,127.07)	Aaa/AA+ AA+	5.84 5.18
912828Z94	UNITED STATES TREASURY 1.5 02/15/2030	542,500.00	04/06/2022 2.65%	498,040.43 509,221.23	85.97 4.22%	466,401.66 1,028.37	0.15% (42,819.57)	Aaa/AA+ AA+	5.88 5.50
91282CAE1	UNITED STATES TREASURY 0.625 08/15/2030	587,500.00	04/06/2022 2.63%	498,755.37 519,747.78	80.08 4.22%	470,481.93 464.03	0.15% (49,265.85)	Aaa/AA+ AA+	6.38 6.11
91282CBL4	UNITED STATES TREASURY 1.125 02/15/2031	565,000.00	04/06/2022 2.62%	498,104.88 513,027.95	82.00 4.16%	463,322.07 803.26	0.14% (49,705.88)	Aaa/AA+ AA+	6.88 6.46
912810FP8	UNITED STATES TREASURY 5.375 02/15/2031	4,500,000.00	11/29/2023 4.23%	4,817,988.28 4,803,139.17	107.36 4.13%	4,831,347.64 30,566.62	1.51% 28,208.48	Aaa/AA+ AA+	6.88 5.73
91282CCS8	UNITED STATES TREASURY 1.25 08/15/2031	562,500.00	04/06/2022 2.62%	498,515.62 512,032.39	81.46 4.20%	458,195.80 888.56	0.14% (53,836.59)	Aaa/AA+ AA+	7.38 6.87
91282CFV8	UNITED STATES TREASURY 4.125 11/15/2032	6,000,000.00	-- 3.72%	6,197,734.38 6,173,831.01	99.32 4.22%	5,958,984.36 93,832.42	1.86% (214,846.65)	Aaa/AA+ AA+	8.63 7.08
91282CHT1	UNITED STATES TREASURY 3.875 08/15/2033	6,500,000.00	-- 4.73%	6,069,570.31 6,088,056.00	97.34 4.22%	6,327,343.75 31,830.36	1.98% 239,287.75	Aaa/AA+ AA+	9.38 7.73
Total US Treasury		**139,385,000.00**	**2.05%**	**137,518,527.94** **137,981,376.92**	**95.22** **4.66%**	**132,506,426.20** **473,401.94**	**41.40%** **(5,474,950.73)**	**Aaa/AA+** **AA+**	**3.05** **2.74**
Total Portfolio		**333,842,727.02**	**2.51%**	**329,785,563.54** **330,051,654.14**	**94.99** **4.81%**	**320,058,206.83** **1,370,282.84**	**100.00%** **(9,993,447.32)**	**Aa2/AA-** **AA**	**2.88** **2.49**
Total Market Value + Accrued						**321,428,489.67**			

Section 4 | Transactions

TRANSACTION LEDGER

CHANDLER ASSET MANAGEMENT

City of Stockton Reserve | Account #10020 | As of March 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/24/2024	91282CGA3	5,000,000.00	UNITED STATES TREASURY 4.0 12/15/2025	99.242	4.42%	4,962,109.38	(21,857.92)	(4,983,967.30)	0.00
Purchase	01/31/2024	69371RS80	3,600,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029	100.337	4.52%	3,612,132.00	0.00	(3,612,132.00)	0.00
Purchase	02/29/2024	17275RBR2	3,000,000.00	CISCO SYSTEMS INC 4.85 02/26/2029	100.052	4.84%	3,001,560.00	(1,212.50)	(3,002,772.50)	0.00
Purchase	02/29/2024	46647PAM8	3,000,000.00	JPMORGAN CHASE & CO 3.509 01/23/2029	94.116	5.19%	2,823,480.00	(10,527.00)	(2,834,007.00)	0.00
Purchase	03/22/2024	96130AWR5	6,000,000.00	Westpac Banking Corporation - New York Branch 5.32 03/14/2025	100.016	5.30%	6,000,953.46	(3,546.67)	(6,004,500.13)	0.00
Purchase	03/28/2024	91282CJW2	7,000,000.00	UNITED STATES TREASURY 4.0 01/31/2029	99.145	4.20%	6,940,117.19	(43,846.15)	(6,983,963.34)	0.00
Purchase	03/28/2024	92826CAH5	4,000,000.00	VISA INC 2.75 09/15/2027	94.244	4.57%	3,769,760.00	(3,972.22)	(3,773,732.22)	0.00
Total Purchase			**31,600,000.00**				**31,110,112.03**	**(84,962.46)**	**(31,195,074.49)**	**0.00**
TOTAL ACQUISITIONS			**31,600,000.00**				**31,110,112.03**	**(84,962.46)**	**(31,195,074.49)**	**0.00**
DISPOSITIONS										
Sale	01/30/2024	9128282N9	(1,250,000.00)	UNITED STATES TREASURY 2.125 07/31/2024	98.527	5.13%	(1,231,591.80)	(13,209.07)	1,244,800.87	(22,377.37)
Sale	01/30/2024	91282CBV2	(1,570,000.00)	UNITED STATES TREASURY 0.375 04/15/2024	98.988	5.29%	(1,554,116.02)	(1,721.21)	1,555,837.23	(15,813.21)
Sale	02/28/2024	9128283D0	(1,700,000.00)	UNITED STATES TREASURY 2.25 10/31/2024	98.078	5.20%	(1,667,328.13)	(12,609.89)	1,679,938.02	(40,176.36)
Sale	03/28/2024	912828XX3	(4,690,000.00)	UNITED STATES TREASURY 2.0 06/30/2024	99.129	5.39%	(4,649,145.70)	(22,676.92)	4,671,822.62	(43,346.83)
Sale	03/28/2024	91282CBC4	(3,300,000.00)	UNITED STATES TREASURY 0.375 12/31/2025	92.816	4.68%	(3,062,941.41)	(2,991.76)	3,065,933.17	(230,345.45)

TRANSACTION LEDGER

CHANDLER ASSET MANAGEMENT

City of Stockton Reserve | Account #10020 | As of March 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Sale	03/28/2024	91282CCT6	(3,010,000.00)	UNITED STATES TREASURY 0.375 08/15/2024	98.145	5.30%	(2,954,150.39)	(1,302.40)	2,955,452.79	(55,336.62)
Total Sale			**(15,520,000.00)**				**(15,119,273.45)**	**(54,511.25)**	**15,173,784.70**	**(407,395.83)**
Maturity	01/11/2024	912797GC5	(5,000,000.00)	UNITED STATES TREASURY01/11/2024	100.000	0.00%	(5,000,000.00)	0.00	5,000,000.00	0.00
Maturity	02/05/2024	91159HHV5	(1,062,500.00)	US BANCORP 3.375 02/05/2024	100.000	0.00%	(1,062,500.00)	0.00	1,062,500.00	0.00
Maturity	02/29/2024	9128286G0	(1,709,500.00)	UNITED STATES TREASURY 2.375 02/29/2024	100.000	0.00%	(1,709,500.00)	0.00	1,709,500.00	0.00
Maturity	03/07/2024	58933YAU9	(2,312,500.00)	MERCK & CO INC 2.9 03/07/2024	100.000	0.00%	(2,312,500.00)	0.00	2,312,500.00	0.00
Maturity	03/15/2024	717081ES8	(3,200,000.00)	PFIZER INC 2.95 03/15/2024	100.000	0.00%	(3,200,000.00)	0.00	3,200,000.00	0.00
Maturity	03/31/2024	912828W71	(2,965,000.00)	UNITED STATES TREASURY 2.125 03/31/2024	100.000	0.00%	(2,965,000.00)	0.00	2,965,000.00	0.00
Total Maturity			**(16,249,500.00)**				**(16,249,500.00)**	**0.00**	**16,249,500.00**	**0.00**
TOTAL DISPOSITIONS			**(31,769,500.00)**				**(31,368,773.45)**	**(54,511.25)**	**31,423,284.70**	**(407,395.83)**

Important Disclosures

As of March 31, 2024

2024 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Source ICE Data Indices, LLC ("ICE"), used with permission. ICE permits use of the ICE indices and related data on an "as is" basis; ICE, its affiliates and their respective third party suppliers disclaim any and all warranties and representations, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates or their respective third party providers guarantee the quality, adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an "as is" basis and licensee's use it at licensee's own risk. ICE data, its affiliates and their respective third party do not sponsor, endorse, or recommend chandler asset management, or any of its products or services.

This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Benchmark Disclosures

As of March 31, 2024

ICE BofA 3-Month US Treasury Bill Index

The ICE BofA US 3-Month Treasury Bill Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding Treasury Bill that matures closest to, but not beyond, three months from the rebalancing date.

ICE BofA 1-5 Yr US Treasury & Agency Index

The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

ICE BofA US Issuers 1-5 Yr AAA-A US Corp/Govt Idx

The ICE BofA US 1-5 Year AAA-A US Corporate & Government Index tracks the performance of US dollar denominated investment grade debt publicly issued in the US domestic market, including US Treasury, US agency, foreign government, supranational, and corporate securities. Qualifying securities must be issued from US issuers and be rated AAA through A3 (based on an average of Moody's, S&P and Fitch). In addition, qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to final maturity at point of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for US Treasuries and $250 million for all other securities.

CITY OF STOCKTON

ADMINISTRATIVE SERVICES
City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209 / 937-8460 • Fax 209 / 937-8844
www.stocktongov.com

May 20, 2024

SUBJECT **CERTIFICATION OF QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED MARCH 31, 2024**

I hereby certify:

1) All investment actions executed since the last quarterly report have been made in full compliance with California Government Code (CGC) 53601; and

2) That the City of Stockton will meet its expenditure obligations for the next six months, as described in CGC 53646(b)(2) and (3) respectively.

JAY KAPOOR
INTERIM CHIEF FINANCIAL OFFICER
DEPUTY CITY MANAGER

JK:CB

City of Stockton

Legislation Text

File #: 24-0566, **Version:** 1

ADOPT A RESOLUTION APPOINTING A MEMBER TO THE MEASURE W OVERSIGHT COMMITTEE

RECOMMENDATION

It is recommended that the City Council adopt a resolution ratifying the appointment to the Measure W Committee of Anthony Sprague for a partial term commencing immediately and ending on January 31, 2025

DISCUSSION

Background

The Measure W Oversight Committee was established April 26, 2005, by City Council Resolution 05-0171 pursuant to the Stockton Safe Neighborhood Gang and Drug Prevention Police/Fire Response Measure Program Guidelines. The Committee is tasked with insuring that monies received from the sales and use tax enacted based on Measure W are being spent in accordance with the requirements outlined in the Measure. The Committee considers oral reports by City staff and other involved persons concerning the use of Measure W monies, reviews the annual audit and adopts an annual report which is presented to the City Council.

Eligibility Requirements

Members who desire to serve on this committee must reside within the City's geographic boundary and not be an employee, vendor, contractor, or consultant actively conducting business with the City. After appointment to the committee, members must complete a Statement of Economic Interest form 700 within 30 days of appointment. Terms of service are for two years, and members shall serve no more than two terms.

Present Situation

Mayor Lincoln has reviewed applications and made the following nomination for appointment:

Mayor Lincoln, At Large - Anthony Sprague

Upon Council adoption their term will be effective immediately and will complete what will be considered a partial term on January 31, 2025.

FINANCIAL SUMMARY

There is no direct fiscal impact with this appointment as the members of this committee receive no remuneration.

Attachment A - Redacted Application

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Oct 23, 2023

Profile

Email Address

Anthony
First Name

Sprague
Last Name

Street Address

Stockton
City

CA
State

Postal Code

Ethnicity

Gender

What district do you live in? *

- [x] District 6

I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

3 years

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

- (•) Yes
- ( ) No

Employer

Job Title

Occupation

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

Which Boards would you like to apply for?

Measure W Oversight Committee: Submitted

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

☑ Active in community activities significant enough to confirm knowledge of issues and individuals within the community

I have been a resident of Stockton for at least 3 years.

◉ Yes ○ No

Question applies to Strong Communities Advisory Committee,Measure W Oversight Committee

Do you reside within Stockton's geographic boundary?

○ Yes ◉ No

Question applies to Strong Communities Advisory Committee,Measure W Oversight Committee

Are you an employee of any vendor, contractor or consultant doing business with the City of Stockton?

○ Yes ◉ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

My main concern is PUBLIC SAFETY in Stockton and Weston Ranch. I admin a Facebook page Weston Ranch Crime Watch https://www.facebook.com/groups/1225186125054652, I am very aware of what happens in the community. I have a strong relationship with all the retail vendors in District 6, I have interviewed and visited them all personally to get the story and history of their interactions with law enforcement and fire in terms of services and their input on how we can improve the communication. I regularly attend the city council meeting and all the police and county meetings in Weston Ranch, I led the effort in getting the Big Box Band repealed after 17 years on the books here in Stockton. My interest is specifically focused on Public Safety in Stockton and improving the quality of life and safety for all Stockton residents. .

Please state the reason you would like to be a member of this board/commission.

I am familiar with working in city government in the past. I am already involved in the community, helping bridge the information gap between the public and SPD, I am also a VERY STRONG advocate for law enforcement and understand those challenges from the inside out. Lastly I would like to see, help, finance the addition of police and firefighters to the force in Stockton. To ensure the funds available have the max returns for our first responders and if possible return some of the benefits lost to SPD and SFD during the budget cuts, i.e. medical, pensions, special duty pay etc. through the effective use of Measure W and Measure A funds.

Have you served on an advisory group before?

○ Yes ◉ No

How did you hear about the position?

Was looking for the Measure A board member but it is full at the moment.

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

Voter Registration (Questions appear if required)

Submit Application

Enter Your Initials:

ADS

Date Signed

10/23/2023

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPOINTING A MEMBER TO THE MEASURE W OVERSIGHT COMMITTEE

Positions on the Measure W Oversight Committee are directly appointed by City Councilmembers with terms that coincide with the appointing Councilmember; and

Mayor Lincoln has reviewed applications and will appoint Anthony Sprague to the Measure W Oversight Committee to a term commencing immediately; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Anthony Sprague is found to meet the criteria for appointment and is authorized to serve as a member on the Measure W Oversight Committee with an appointment to commence immediately and end January 31, 2025.

PASSED, APPROVED and ADOPTED June 4, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk, City of Stockton

City of Stockton

Legislation Text

File #: 24-0569, **Version:** 1

ADOPT A RESOLUTION APPOINTING A MEMBER OF THE MEASURE A CITIZENS' ADVISORY COMMITTEE

RECOMMENDATION

It is recommended that the City Council adopt a resolution ratifying the appointment of Daniel Offield to the Measure A Citizens' Advisory Committee for a term beginning immediately upon appointment and ending January 31, 2027.

DISCUSSION

Background

On July 9, 2013, the Stockton City Council adopted Resolution 2013-07-09-1601 calling for a special election and Ordinance 2013-07-09-1601 establishing the 3/4 cent sales tax and authorizing the formation of a Citizens' Advisory Committee through Ordinance 2013-07-09-1601 contingent upon voter consideration and approval at the November 5, 2013, special election. Upon the passage of Measure A and Advisory Measure B on November 5, 2013, the City Council adopted the City of Stockton Transaction and Use Tax Ordinance Citizens' Advisory Committee Charter detailing the role and duties of the Citizens' Advisory Committee. Each member of the City Council, including the Mayor, shall nominate one member to the Committee. The members nominated are not required to be from specific Council Districts.

At the regular Council meeting of December 3, 2013, the Council approved staff's recommendation to include the term of service for the Advisory Committee members in the Committee Charter. The staff recommendation adopted by motion action was to have the terms of the Advisory Committee Members coincide with the term of each appointing Councilmember.

Present Situation

Councilmember Padilla reviewed the active applications on file. In accordance with the provisions of Ordinance 2013-07-09-1601 and the City of Stockton Transaction and Use Tax Ordinance Citizens' Advisory Committee Charter, Councilmember Padilla is nominating Daniel Offield to the Measure A Citizens' Advisory Committee to fill the remaining term, beginning immediately and ending January 31, 2027.

FINANCIAL SUMMARY

There is no financial impact to the General Fund.

Attachment A - Redacted Application

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Oct 02, 2023

Profile

Email Address

Daniel
First Name

J
Middle Initial

Offield
Last Name

Street Address

Stockton
City

CA
State

Postal Code

Ethnicity

Gender

What district do you live in? *

☑ Other

I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

since 2005

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

Employer

Job Title

Occupation

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

Which Boards would you like to apply for?

Measure A Citizens' Advisory Committee: Submitted

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

☑ Active in community activities significant enough to confirm knowledge of issues and individuals within the community

I have been a resident of Stockton for at least 3 years.

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Retired Special Agent US Dept. of Justice, currently owner of Quail Lakes Community Counseling, licensed marriage and Family Therapist, Supervisor to 18 employees and therapist. Licensed Real Estate Agent, Licensed Private Investigator. Current member of Morada Area Commission. Interested in general city issues to include recruitment and retention of police officers.

Please state the reason you would like to be a member of this board/commission.

Measure A is an integral funding source for the city's ongoing solvency and retention and recruitment of police officers. I am knowledgeable both in understanding complex financial issues as well as law enforcement issues with some 30 years of experience in both. Believe I would be a valuable asset to insuring Measure A funds are utilized in a manner benefitting the citizens of Stockton.

Have you served on an advisory group before?

○ Yes ◉ No

How did you hear about the position?

Online search

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

Background Information

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

Voter Registration (Questions appear if required)

Submit Application

Enter Your Initials:

djo

Date Signed

10/2/2023

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPOINTING ONE MEMBER TO THE MEASURE A CITIZENS' ADVISORY COMMITTEE

A vacancy exists on the Measure A Citizens' Advisory Committee due to the term ending of the District 1 Appointee, Eric Smith Jr. and

Having reviewed the active applications on file, Councilmember Padilla has nominated Daniel Offield to fill the vacancy; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Eric Smith is hereby appointed to the Measure A Citizens' Advisory Committee, for a term effective immediately, and ending on January 31, 2027.

PASSED, APPROVED, and ADOPTED June 4, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk, City of Stockton

File #: 24-0577, **Version:** 1

NOMINEES FOR THE CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES FACILITY CITIZENS' ADVISORY COMMITTEE

RECOMMENDATION

It is recommended that the City Council approve a motion to nominate Dharma Arokiadass and Danielle Hibbitts to the California Correctional Health Care Services Advisory Committee (CAC), for selection by the Warden of the California Department of Corrections and Rehabilitation (CDCR).

Summary

There are currently two vacancies on the CAC. If the nominees are approved this evening, the City Clerk will forward the list of nominees to the Facility for consideration to serve on the CAC for terms beginning immediately upon warden approval and ending on July 1, 2026.

DISCUSSION

Background

On October 17, 2012, the City was notified by Facility's Chief Executive Officer Lawrence Fong of the scheduled opening of the Facility in July 2013. In preparation for the opening, the CDCR and California Correctional Health Care Services established the CAC as mandated by Penal Code section 5056 and CDCR's DOM section 101090.11.3. The mandate includes that two persons be appointed from nominations submitted by the City of Stockton, the city nearest to the Institution.

Appointments to the 12-member CAC are made by the Warden of the CDCR Facility from the nominations submitted by the City Council, the Greater Stockton Chamber of Commerce, the Board of Supervisors, the Chief of Police, the Assembly Member, the Senator in whose district the prison is located, and others.

The CAC's function is to: 1) Improve the public's understanding of correctional programs, 2) Influence correctional directions, and 3) Suggest means to improve and participate in inmate programming. Members serve for a two-year term and may be nominated and reappointed to succeeding terms.

The CAC held its first meeting on April 25, 2013 and was scheduled to meet at least once every two months thereafter, or as necessary to carry out the purposes and duties of the CAC.

Present Situation

Due to term expirations, there are currently two vacancies on this committee. The names of potential appointees are reviewed by the Mayor and submitted to the City Council approval. After Council approval, the nominees will be submitted to the CDCR Warden for consideration and final selection. The Mayor has recommended that Council submit the names of Dharma Arokiadass and Danielle

Hibbitts as the City of Stockton recommendations to the Warden.

FINANCIAL SUMMARY

There is no direct financial impact on the City of Stockton.

Attachment A - Redacted Applications

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Nov 04, 2023

Profile

Email Address

Danielle
First Name

Hibbitts
Last Name

Street Address

Stockton
City

CA
State

Postal Code

Ethnicity

Gender

What district do you live in? *

- [x] District 3

I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

5/9

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

- (•) Yes
- ( ) No

Employer

Job Title

Occupation

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

Which Boards would you like to apply for?

California Correctional Health Care Services Citizens Advisory Committee: Submitted

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

☑ Active in community activities significant enough to confirm knowledge of issues and individuals within the community
☑ Understanding of Ethnic/Gender Diversity
☑ Willingness to tolerate/promote change

I have been a resident of Stockton for at least 3 years.

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

I wrote a book entitled Herstory of the Hairstory, which is about the psychological implications hair has on African American Women. I have experience in working with a diverse population for the majority of my life. I grew up in Livermore and I was the only African American in the majority of my educational experiences. I have a different lens on incarceration and would love to be a part of transition and new development.

Please state the reason you would like to be a member of this board/commission.

I have been trained in forensic assessment and have worked extensively with the prison population as a clinical psychologist. I worked with sex offenders 290 registrants in the State of California. I am aware of the ways to assist this Board in dealing with the correctional population.

Have you served on an advisory group before?

◉ Yes ○ No

If yes, please explain.

Juvenile justice, Faith advisory board, Alameda County Mental health, CASOMB, SORATSO

How did you hear about the position?

NAACP

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

virtual accommodations as I may not be able to attend meeting in person often.

Enter Your Initials:

DH

Date Signed

11/4/23

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Sep 14, 2023

Profile

Email Address

First Name: Dharma

Last Name: Arokiadass

Street Address

City: Stockton

State: CA

Postal Code

Ethnicity

Gender

What district do you live in? *

- [x] District 4

I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

7

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

- (•) Yes
- ( ) No

Employer

Job Title

Occupation

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

Which Boards would you like to apply for?

California Correctional Health Care Services Citizens Advisory Committee: Submitted

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

- [x] Active in community activities significant enough to confirm knowledge of issues and individuals within the community
- [x] Possess decision-making abilities
- [x] Understanding of Ethnic/Gender Diversity
- [x] Willingness to tolerate/promote change

I have been a resident of Stockton for at least 3 years.

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

My name is Dharma Arokiadass, I am currently the Director of Pharmacy at Stockton Rehab. I bring to this Advisory Committee a diverse background in healthcare, encompassing 23 years of experience across various healthcare settings, including my tenure at California Correctional Health Care Services. I believe in the transformative potential of the Correctional Health Care Services Advisory Committee, recognizing the pivotal role it plays in the well-being of individuals in correctional facilities. This belief fuels my commitment to dedicating my time, expertise, and energies to furthering the cause of Correctional Health Care Services. The opportunity to serve on this Advisory Committee motivates me and I view my role as an opportunity to contribute meaningfully to the potential improvements and outcomes within the field. I am eager to collaborate closely with fellow committee members who share my commitment to this cause. I firmly believe that with our collective efforts, we can uncover innovative solutions and drive progress in Correctional Health Care Services. In summary, my professional background and my dedication to creating positive change make me an ideal candidate for this role. I am genuinely excited about the prospect of contributing my skills and expertise to this Advisory Committee and working collectively towards the attainment of its objectives.

Please state the reason you would like to be a member of this board/commission.

I am deeply aligned with the mission of the California Correctional Health Care Services Citizens Advisory Committee. This alignment resonates with both my personal values and my professional background. Drawing from my experience working within the California Correctional Health Care Services, I bring knowledge and expertise to the table. My career in Correctional Healthcare has provided me with a comprehensive understanding of the challenges within this domain. This experience has equipped me with the ability to contribute meaningfully to the Advisory Committee's objectives. I fully grasp the importance of this role in our correctional healthcare system. I aim to enhance public awareness of correctional programs, influence progressive directions in correctional policy, and propose strategies for refining and enhancing inmate health programs. I firmly believe that my contributions can play a pivotal role in advancing the mission of the Advisory Committee. I am enthusiastic about the prospect of collaborating with fellow members who share a similar passion for the well-being of individuals and the improvement of correctional healthcare. I firmly believe that collective efforts have the potential to bring about positive change on a substantial scale. I believe that my commitment to the mission, my relevant skills, and my experiences, drives me eager to serve in this capacity. I look forward to the opportunity to contribute effectively to the California Correctional Health Care Services Citizens Advisory Committee and make a meaningful impact on the vital issues it addresses.

Have you served on an advisory group before?

○ Yes ◉ No

How did you hear about the position?

City of Stockton Website (www.stocktonca.gov/government/boardCom/bcVacant.html)

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

None

Enter Your Initials:

DA

Date Signed

09/14/2023

File #: 24-0350, **Version:** 1

APPOINTMENT TO THE SAN JOAQUIN COUNTY REGIONAL TRANSIT DISTRICT BOARD

RECOMMENDATION

It is recommended that City Council adopt a resolution reappointing Gary Giovanetti to the San Joaquin County Regional Transit District Board, for a term commencing July 1, 2024 and ending June 30, 2028.

Summary

On June 30, 2024, the term of Commissioner Gary Giovanetti will expire. In April 2024, the City Clerk's Office scheduled interviews with the qualified applicants. Interviews were held on May 13, 2024 at which the incumbent, Gary Giovanetti was the only applicant to appear.

DISCUSSION

Background

The function of the San Joaquin County Regional Transit District Board is to supervise and regulate every facility owned and operated by the Transit District, including the fixing of rates, rentals, charges and classifications, and making and enforcing rules, regulations, contracts, practices, and schedules for or in connection with transit facilities owned or controlled by the District.

The San Joaquin County Regional Transit District Board was established pursuant to California Public Utilities Code Division 10, Part 5. The Board shall be comprised of five directors. Two directors shall be appointed by the San Joaquin County Board of Supervisors. Two directors shall be appointed by Stockton City Council. The Board of Supervisors, together with five members of the City Council appointed by the Mayor, shall constitute a board of election which, by a majority vote, shall appoint the fifth director.

Present Situation

With Gary Giovanetti being the only applicant to interview, Council Policy 3.02 Section 11. F. provides that if the number of applicants is less than or equal to the number of vacancies, Council may proceed to fill any number of vacancies from the available list.

Subject to Council ratification, it is recommended that Gary Giovanetti be appointed to a four-year term commencing July 1, 2024 and ending June 30, 2028.

FINANCIAL SUMMARY

There is no financial impact to the General Fund in making this appointment.

Attachment A - Redacted Application

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Apr 24, 2024

Profile

Email Address

Gary
First Name

S
Middle Initial

Giovanetti
Last Name

Street Address

Stockton
City

CA
State

Postal Code

Ethnicity

Gender

What district do you live in? *

- [x] District 3

I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

3 years 9 months

Primary Phone

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

- (•) Yes
- ( ) No

Employer

Job Title

Occupation

Employer Address

Are you currently serving on a City of Stockton Board, Commission, or Committee?

- [x] Yes
- [ ] No

If yes, please list

San Joaquin Regional Transit District, Board Member San Joaquin Council of Governments, Ex-Officio

Which Boards would you like to apply for?

San Joaquin Regional Transit District Board: Submitted

Question applies to multiple boards

NOTE: This Board requires membership with one of the following groups. If none, please remove board from your application. Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply. *

- [x] Active in community activities significant enough to confirm knowledge of issues and individuals within the community

I have been a resident of Stockton for at least 3 years.

- [x] Yes
- [ ] No

Question applies to San Joaquin Regional Transit District Board

Have you resided within the Transit District boundaries for at least one year?

- [x] Yes
- [ ] No

Question applies to San Joaquin Regional Transit District Board

Are you a resident of the City of Stockton?

- [x] Yes
- [ ] No

Interests & Experiences

Please tell us about yourself and why you want to serve.

As former Vice Mayor for the City of Stockton I became aware of just how many complaints the ridership had regarding service. I returned all my calls and would forward refer the information to SJRTD. When my Council period termed out, Donna DeMartino, the CEO/General Manger for SJRTD sought me out and asked me to be a Board Member for her.

Please state the reason you would like to be a member of this board/commission.

I have become aware that many of our customers have no other means of transportation. The physically challenged, the visually challenge and the financially challenged. I believe people who are in a position that affects funding to SJRTD, and who have many choices in their transportation needs, do not appreciate the service we provide. Our ridership should have the highest priority when funding issues are in question.

Have you served on an advisory group before?

(•) Yes ( ) No

If yes, please explain.

I have been a Board Member for the last 15 years.

How did you hear about the position?

Current Board Vice Chair

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

(•) Yes ( ) No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

( ) Yes (•) No

Background Information

Upload a Resume

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

( ) Yes (•) No

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

N/A

Enter Your Initials:

GSG

Date Signed

4/24/24

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPOINTING ONE COMMISSIONER TO THE SAN JOAQUIN REGIONAL TRANSIT DISTRICT COMMISSION

As of June 30, 2024, one vacancy will exist on the San Joaquin Regional Transit District due to the expiration of Commissioner Gary Giovanetti's term; and

The term for this position will begin July 1, 2024 and end June 30, 2028; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby reappoints Gary Giovanetti to fill one vacancy on the San Joaquin Regional Transit District Commission, for a term commencing June 30, 2024, and ending July 1, 2028.

PASSED, APPROVED, and ADOPTED June 4, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton

File #: 24-0398, **Version:** 1

APPROVE MOTION TO EXECUTE A THREE-YEAR COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT WITH ADVANCED HELICOPTER SERVICES FOR HELICOPTER MAINTENANCE IN AN AMOUNT NOT TO EXCEED $385,650

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Authorize the City Manager to execute a three-year Cooperative/Piggyback Purchase Agreement between the City of Stockton and Advanced Helicopter Services (AHS) for helicopter maintenance not to exceed $385,650.

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process; and

3. It is further recommended that the City Manager is hereby authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Summary

On April 25, 2019, a Request for Proposals (RFP) (PUR 19-013) was published for Helicopter Maintenance. Proposals were due May 16, 2019. Two responses were received, and, after reviewing the proposals, the Selection Committee recommended contracting with AHS of Woodland, California, for a five-year term, not to exceed $1,244,000, to perform routine maintenance to the Stockton Police Department (SPD) helicopter, replace required parts/components, and be available for emergency call-outs at all times. Funding for the Agreement was included in the SPD's budget proposal to City Council for FY 2019-2020. The annual amount of expenses incurred will vary based on actual flight hours. The current contract with AHS will expire June 30, 2024, leaving the Air Support Unit with an immediate need for a new contract. SPD is seeking Council approval for a three-year agreement (Attachment A) with AHS, in an amount not to exceed $385,650.

DISCUSSION

Background

On November 6, 2018, Council approved motion 2018-11-06-1107 to purchase a police helicopter. One of the fixed costs identified in that request was maintenance, with routine inspections occurring after every 50 hours of flight time. These inspections may occur at either the SPD hangar in Stockton or the contractor's facility in Woodland, CA. The location of services provided is dependent on the type of maintenance needed. Generally, major maintenance service is needed about every 100 flight

hours. Parts and necessary components will be replaced as needed based upon the manufacturer's recommendations and in consultation with the maintenance contractor, SPD pilot, and as funding permits. As part of this Agreement, the contractor will be available for emergency calls as needed.

Present Situation

SPD has used AHS since the purchase of the Helicopter and has found that it meets the department's needs. Following discussions between SPD and the City Procurement Division, staff recommends approval of a Cooperative/Piggyback Purchase Agreement for a three-year agreement, in an amount not to exceed $385,650. This approach would enable SPD to continue to provide effective maintenance and prevent the discontinuation of airborne law enforcement.

On July 19, 2019, Council approved a five-year Professional Service Agreement with AHS, Motion 2019-07-16-1108. AHS has provided helicopter maintenance service and support to law enforcement agencies in northern California for approximately 18 years. They currently provide helicopter maintenance and regulatory compliance services for City of Sacramento, Contra Costa County, and SPD. Additionally, they perform maintenance tracking and forecasting of services for each customer. AHS is certified to provide field maintenance services on Bell Helicopters per the Federal Aviation Administration's Operations Specifications. During maintenance inspections (every 50 flight hours), parts and necessary components of the helicopter will be replaced as needed, based upon manufacturer's recommendation and in consultation with the SPD pilot and within the available budget. The Agreement provides emergency call-out services 24 hours per day, seven days a week, should there be an immediate problem with the helicopter while in the field.

The AHS facility is within an acceptable flight distance from the SPD hangar, and they can meet the needs for the City's helicopter maintenance requirements. The actual number of hours flown directly depends upon available fuel and maintenance funding within the SPD's fiscal year operating budget. Similarly, actual expenditures under this proposed Agreement will be based on actual flight hours each year and the corresponding maintenance needs.

Findings

Stockton Municipal Code section 3.68.070 provides for an exception to the competitive bidding requirements in cases wherein the City Council has made findings that support and justify the purchase via a sole source vendor. Findings to support the purchase are as follows:

1. AHS maintenance facility possesses and maintains a valid Federal Aviation Administration (FAA) approved repair station certificate, as prescribed in Tile 14, Part 145 of the Code of Federal Regulations (14 CFR 145).

2. AHS's facility is available 24 hours a day, seven days a week, should there be an immediate problem with the helicopter while in the field.

3. The purchase of the Maintenance Service will allow SPD to continue airborne law enforcement activities.

FINANCIAL SUMMARY

The total proposed cost is $385,650 for a three-year Cooperative/Piggyback Purchase agreement with AHS. Ongoing funding for year one is included in the FY 2024-25 Police Department General Fund Air Support Equipment Repairs/Maintenance Account.

Attachment A - Advanced Helicopter Services Cooperative Piggyback Purchase Agreement

CITY OF STOCKTON

COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	City of Sacramento
2. Contractor:	DFC, INC dba Advanced Helicopter
3. Cooperative Agency Agreement Name and Agreement Number:	Advanced Helicopter Services B221100114109
4. Cooperative Agency Initial Agreement Term:	Start Date: 07/01/2022 End Date: 06/30/2027
5. Cooperative Agency's Agreement-Options to extend:	N/A
6. Cooperative Agency Amended Term:	N/A
7. Cooperative Agency Remaining Options to Renew:	N/A
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: 07/01/2024 End Date: 06/30/2027
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed $385,650 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Advanced Helicopter Services ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through June 30, 2027, unless terminated earlier by the City.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for Aircraft Maintenance available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed $385,650 for the purchase of Aircraft Maintenance. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding Terms & Conditions are incorporated herein.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

_____
Harry Black, City Manager

Date:_____

ATTEST:

_____
Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

_____
Lori Asuncion, City Attorney

_____
Print name

CONTRACTOR NAME.

By: _____
Signature

ADAM BURRISS
Print name

Title: DIRECTOR OF SERVICES

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: _____
Signature

Title: _____

EXHIBIT A

CITY OF SACRAMENTO

Police
(Responsible Department)

Bid Number: B221100114109

INVITATION FOR BID
And
Contract Specifications Nonprofessional Services

FOR: Aircraft Maintenance Services

***Bids Must Be Received Up To The Hour of 2:00 P.M. on* May 4th, 2022**

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

Pre-Bid Conference:
Mandatory: [ ] Yes
[x] No

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Email Address: _____

CITY OF SACRAMENTO

Bid No. B221100114109

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(Formal – Services)

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Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page. http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

3. Bid information obtained from third party sources **will not be considered official** and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above. Documents obtained from such sources may be incomplete, resulting in responses that are rejected as incomplete and non-responsive.

SECTION I
REQUIREMENTS

SECTION I – REQUIREMENTS

A. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With:

1. **Additional Copies. VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.**

2. **Bid Forms. Bid must be submitted on the forms included herein as follows:**

To obtain an electronic version of this bid go to Procurement's website at
http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

Bids must be submitted in a sealed envelope or package. Bid submission envelopes/packages shall exhibit the City's bid name and number, and include the vendor's name and address printed on the outside of the envelope/package.

Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Historic City Hall, Historic Chambers, 915 "I" Street, 2nd Floor, Sacramento, CA at or after 2:00 P.M. on, 5/04/2022_. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted up to 2:00 P.M. on the above date)

.

All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note, all submissions are subject to rejection when unsolicited alternate bids are submitted.**

4. **Bid Security.** Bid Security is: [ ] Required [x] Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ___% of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation), as provided by City Code Section 3.56.130(D).All bids by the same principal will be rejected.

6. **City's Rights.** City reserves the right to take any of the following actions in its absolute discretion:

The right to award in whole or in part.
The right to reject any and all bids is reserved by the City.
The right to increase or decrease the quantities listed.
The right to issue subsequent Invitation For Bids (IFB).
The right to approve or disapprove the use of particular subcontractors and/or suppliers.

The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

The right to make multiple awards to provide alternate sources to ensure continuity of services.

The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

7. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.

8. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

9. **Brand Name or Equivalent.** Unless otherwise indicated, brand names and model numbers, when used, are for reference to indicate the character or quality of the desired item. Equivalent items will be considered. Offers for equivalent items shall state the brand and model number, or level of quality or performance. Submissions must include appropriate documentation to support the claim of equivalency. The burden of proof and cost of analysis, if necessary, to determine equivalence shall be the bidder's responsibility. The City is the sole judge as to whether an offered item is equivalent to the requested item and the City's judgment shall be final. When a brand name, model number, or level of qualify or performance is not stated by the bidder, it will be understood that the brand name listed will be provided.

10. **Samples.** Samples of items, when requested or required, shall be furnished to the City free of charge of any kind, including freight or handling charges. Samples of items may be retained for future comparison. Samples may be damaged or destroyed by testing. Samples shall be returned to bidders only upon request, and at the bidder's cost.

11. **Faithful Performance Bond**. A faithful performance bond is: [x] Not Required [ ] Required

    If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.

12. **Payment Discounts**. Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award. For purposes of award, The City assumes that all invoices are paid within the discount terms (all discounts are taken).

13. **Local Business Sales or Use Tax.** The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall reflect the actual prices submitted.

    If this IFB is for Goods and Services, Respondents must identify all taxable materials on a separate line item(s) from services to receive this price preference.

14. **<u>Mandatory</u> Pre-Bid Conference**. If a mandatory Pre-Bid Conference is indicated on the cover of this Invitation for Bid, all bidders are required to attend the conference. **Failure to attend this conference will result in rejection of your bid**. If a mandatory Pre-Bid Conference is indicated, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.

15. **Bid Inquiries**. Questions regarding this bid should be submitted to *[select one]*:

    The City's Bid Center ("PlanetBids") Q&A tab for this bid.

    -

These inquiries must be submitted at least 2 days prior to the bid opening date. Answers will be posted to the City's Bid Center Q&A tab or in the form of a written addendum to this IFB. If an addendum is issued, the receipt of such an addendum must be acknowledged in accordance with the directions on the addendum. Oral explanations or instructions given before the award of the contract will not be binding. Any contacts made with other City staff in an attempt to circumvent, interfere, or influence the City's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

16. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder based on the corrected figure or figures.

    When an item price is required, and it is inconsistent with the extended price listed for the total quantity requested (item price times estimated quantity needed), the item price shall prevail over the extended price for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total extended price.

    Should the Bid contain only a total extended price for the item and the item price is omitted, the City shall determine the item price by dividing the total extended price by the estimated quantity needed, as listed in this IFB..

    If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

    If prospective bidders are bidding an item "or equal," the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

17. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:

    a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

    b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsive, responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

18. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

19. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

20. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide for multiple sources, to ensure continuity of supply if meeting the City's **requirements** within an acceptable time period may exceed the capacity or capability of the primary contractor.

21. **Contract Award.** Within ninety (90) days after bid opening, a contract will be awarded by the City to the lowest responsible bidder(s), subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with its Bid. The City may accept a Bid offer by issuance of a Notice of Award Letter, Contract and/or a purchase order notifying Bidder of award at any time on or before the 90th day following the day of Bid opening.

22. **Non-Professional Services Agreement.** The bidder(s) recommended for award will be required to sign a Non-Professional Services Agreement. A copy of the agreement can be found at the following web address: ***http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements***

    Bidders are responsible for *reading and understanding* all of the requirements of the agreement *prior* to submitting their bid. Questions about any portion of the agreement shall be submitted in the manner specified in this bid.

    In addition, the resulting contract may be subject to three City ordinances referenced in the agreement. These ordinances shall be reviewed at the following web addresses.

    22A. Living Wage Requirements for Non-Professional Service Agreements:
    http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

    22B. Requirements of the Non-Discrimination in Employee Benefits Code ("EBO"):
    http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

    22C. Ban-the-Box Requirements:
    http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

23. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, the contract resulting from this IFB may be subjected to unusual usage. The selected bidder shall provide service to the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

24. All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed on a typewriter, or computer generated. Responses made in pencil will not be considered.

25. **Submission of Bids.** The City is not responsible for misaddressed bid submittals. Please assure that you utilize the address appropriate for the method of delivery. **Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) or personal delivery must be addressed as follows:**

Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

26. Bid Protest. Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: http://www.qcode.us/codes/sacramento/

27. Business Operations Tax Certificate. Sacramento City Code requires that any person or firm conducting business within or with the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. Successful Respondent(s) must meet this requirement prior to Award of the Contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

Licenses and Permits. By providing a Submission in response to this Solicitation, the Respondent represents and warrants that it has all licenses, permits, qualifications, and approvals required for the Respondent to furnish the Goods and/or Services required by the City. If the Respondent is an out-of-state entity, the Respondent represents and warranties that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State.

29. Local Business Enterprise (LBE) Participation Requirements (Not Applicable - Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require a minimum 5% LBE participation level in public project and professional service contracts. On December 17, 2013, the City Council amended the City Code to allow City departments to require a minimum 5% LBE participation level in supply and nonprofessional service contracts. Under City Code section 3.60.270, when the specifications or request for proposals or bids for a City contract establish a minimum participation level for LBEs, no proposer or bidder on the contract shall be considered responsive unless its proposal or bid meets the minimum LBE participation level required by the specifications or request for proposals or bids.

The City has established **a minimum 5% participation level for LBEs on this contract.** Under City Code section 3.60.270, no proposer or bidder shall be considered a responsive proposer or bidder unless its proposal or bid meets this minimum LBE participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

II. LBE QUALIFICATION (Not Applicable - Federal Funds Used)

A. An LBE designated in the proposal or bid must be qualified as a LBE prior to the time set for submission of proposals or bids.

B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:

Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal or bid; and

Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of the proposal or bid:

The LBE's principle business office or workspace; or

The LBE's regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.

An LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

An LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL (Not Applicable - Federal Funds Used)

Professional and nonprofessional service agreements of $250,000 or more will be subject to a minimum 5% LBE participation requirement.

To receive credit for the 5% minimum participation requirement, the Contractor must either **(a)** be an LBE, or **(b)** subcontract with a business entity that is a qualified LBE.

IV. LBE REQUIREMENTS OF SUCCESSFUL PROPOSAL(Not Applicable - Federal Funds Used)

A. LBE RECORDS - The Contractor shall maintain records of all agreements with verified LBE subconsultants or subcontractors for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subconsultant or subcontractor and the total dollar amount actually paid each LBE subconsultant or subcontractor. Upon completion of the agreement, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative, and furnished to the City. The Contractor shall provide such other information, records, reports, certifications, or other documents as may be required by City, to determine compliance with any provision of the LBE program or these requirements.

B. REPORTING REQUIREMENTS AND SANCTIONS - Failure to provide specific information, records, reports, qualifications, or any other documents required for compliance with these requirements shall be considered noncompliance with the agreement. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the agreement amount. The deduction shall be ten (10) percent of the estimated value of the services performed during the month, not to be less than $1,000 nor exceed $10,000.

C. PERFORMANCE OF LBE SUBCONSULTANTS - The LBEs listed as subconsultants or subcontractors by the Contractor shall perform the work or services for which they are listed unless the Contractor has received prior written authorization from the City to perform the work or services in another manner. If the City approves the substitution of a LBE listed as a subconsultant or subcontractor by the Contractor, the Contractor will be required to make good faith efforts to replace the original LBE subconsultant or subcontractor with another qualified LBE subconsultant or subcontractor.

V. DEFINITIONS

A. Local Business Enterprise (LBE)

Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the City of Sacramento or unincorporated county of Sacramento.

B. Contractor

The successful proposer or bidder who is awarded the professional service or nonprofessional service agreement by the City.

C. Subconsultant

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the professional service agreement.

D. Subcontractor

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the nonprofessional service agreement.

30. Submission Authority. By providing a Submission in response to this Solicitation, the bidder certifies that the only persons or parties interested in its submission as principals are those named herein; that its bid is made without collusion with any other individual, firm, or corporation; that it has examined all of the Contract Documents and proposes and agrees that if its Submission is accepted, the Respondent will execute the Contract Documents without amendment and fully perform the Contract; that the Respondent shall furnish all Goods and/or perform all Services specified in the Contract Documents, in the manner and time prescribed, and according to the requirements set forth therein; and that the Respondent shall accept the prices set forth in the Respondent's attached Pricing Schedule.

SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.

SECTION II
ADDITIONAL CONTRACT DOCUMENTS

SECTION II – ADDITIONAL CONTRACT DOCUMENTS

The bidder(s) recommended for this award will be required to sign a Non-Professional Services Agreement. A copy of the agreement can be found at the following web address:
http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements

In addition to the terms set forth in the Non-Professional Services Agreement, the following terms will be included in the Contract.

A. SPECIAL PROVISIONS

1. **Purchase Order**. A Purchase Order will be issued to the Contractor on behalf of the City department or division ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become of the contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.

   A. The Purchase Order does not supersede any provision of the contract. Performance time and dates are determined solely by the contract.

   B. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City.

2. **Cooperative Purchasing.** The use of any resulting contract may be extended to other government agencies and to other departments or divisions within the City of Sacramento. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency purchasing through its Contract and is not obligated or liable for such purchases, including, but not limited to, payment for any order placed by any other government agency.

3. **Environmentally Preferable Procurement**

   The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

   Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

   The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at: http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options or by contacting the Procurement Services Division at (916) 808-6240.

4. **Taxpayer Identification Certification.** Contractor shall file a current version of the Department of the Treasury Internal Revenue Service Form W-9 with the City.

5. **California Income Tax Withholding Status.** Contractor shall certify its California income tax withholding status by filing a current version California Form 590 "Withholding Exemption Certificate" or California Form 587 "Nonresident Withholding Allocation Worksheet" with the City.

SECTION II – CONTRACT DOCUMENTS

B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

SCOPE OF SERVICE

1. **Time of Performance:** The services described herein shall be provided for five (5) years, from 7/01/2022 through 6/30/2027.

2. **Required Services:** Contractor shall perform any and all inspections, maintenance, and repairs recommended by the manufacturers of aircraft operated by SPD and any other inspections, maintenance, and repairs necessary to ensure the airworthiness of SPD aircraft and functionality of SPD equipment.

3. **License and Permits:** The Contractor shall furnish labor, materials, tools, licenses, and any applicable permits necessary to maintain two (2) Bell OH-58 helicopters, one (1) Bell 505 helicopter, and one (1) Cessna 172 owned and operated by the Sacramento Police Department (SPD). The licenses and permits shall be current and in effect at the time bids are submitted and for the entire term of the contract, to include renewal periods. The licenses and permits shall be available for inspection by the SPD upon request.

4. **FAA Certified Mechanics:** For inspections, maintenance, and repairs performed on SPD aircraft and related equipment, the Contractor shall only assign current Bell and Cessna Federal Aviation Administration (FAA) certified Airframe and Powerplant (A&P) mechanics. Related equipment includes, but is not limited to, avionics, camera, spotlight, PA, downlink, and items used on the aircraft to conduct police air operations missions. The Contractor shall possess and maintain (a) valid FAA approved repair station certificate(s), as prescribed in Part 145 of the Federal Aviation Regulations (FAR), necessary to conduct the level of maintenance required by the contract.

5. **Primary Mechanic:** The Contractor shall assign a primary mechanic who is responsible for the oversight and performance of inspections, maintenance, and repairs of SPD aircraft and equipment. The primary mechanic shall be available by telephone for consultations and guidance regarding maintenance issues within two (2) hours of initiated contact by SPD. The primary mechanic shall have attended the appropriate manufacturer's airframe and engine field maintenance course(s) specific to the SPD aircraft. If the primary mechanic has not attended such (a) course(s), he/she must begin this training within sixty (60) days after notification of contract award or at the next scheduled class, whichever comes first. Upon completion of the training, the Contractor shall provide a copy of the certificate(s) to SPD. In the event the primary mechanic is unavailable for requested work by SPD, a replacement mechanic may perform the work with pre-approval by SPD.

6. **Bennett Mechanical Comprehension Test (BMCT):** Within six (6) months after notification of contract award, the Contractor shall submit all scores from the BMCT for all mechanics assigned to perform inspections, maintenance, and repairs on SPD aircraft and equipment. SPD shall reserve the right to refuse assignment of a mechanic to work on SPD aircraft and equipment based on BMCT scores. Substitutions for the BMCT will be considered on a case-

by-case basis, however, it is the Contractor's responsibility to provide all test scores and industry-recognized criteria for aviation maintenance technician score requirements for alternate mechanical aptitude tests.

7. **Mechanic Qualifications:** Contractor shall submit resumes for **all mechanics** that will be performing maintenance, inspections and repairs on SPD aircraft within sixty (60) days after notification of contract award. This requirement includes mobile mechanic(s) and mechanics working out of the Contractor's maintenance facility. The resumes shall include work experience, schools/courses attended, copies of current certificates, manufacturer's courses attended, and FAA ratings held. The Contractor shall notify SPD in writing/email of any failures of performance requirements or safety violations of any mechanic who performs inspections, maintenance, and repairs on SPD aircraft. SPD reserves the right to refuse the service of any mechanics at any time. SPD will allow the Contractor up to sixty (60) days to identify and retain a suitable replacement mechanic consistent with the requirements set forth in Section 4 above.

8. **Primary Mechanic Replacement:** Should it be necessary during the term of the contract; SPD reserves the right to request a replacement primary mechanic for any/all future inspections, maintenance, or repairs of SPD aircraft and equipment. SPD will allow the Contractor up to sixty (60) days to identify and retain a suitable replacement mechanic consistent with the requirements set forth in Section 4 above.

9. **Additional Mechanics:** When deemed necessary by SPD, Contractor shall provide additional mechanics to assist with required aircraft inspections, maintenance, and repairs. The additional mechanics shall meet the requirements listed herein. For the performance of scheduled inspections, maintenance, and repairs, SPD shall request that Contractor dispatch additional mechanics upon forty-eight (48) hours' notice. For the performance of unscheduled inspections, maintenance, and repairs, Contractor shall honor a request from SPD to dispatch additional mechanics within twenty-four (24) hours of the request. The Contractor shall provide additional qualified mechanics on the date(s) desired by SPD.

10. **Avionics:** Mechanics are expected to be able to remove and reinstall radios, computer, cables, antennas, and various electronic/electrical components which may need to be sent to appropriate service centers for repairs. Avionics related discrepancies that are beyond the capabilities of the Contractor shall be subcontracted to an appropriate repair facility as agreed upon in advance by SPD. A written estimate of subcontractor services and costs shall be provided and agreed to in advance.

11. **List Component:** The Contractor shall be required to maintain a status list of all finite components and their times. The Contractor shall notify SPD when a part is within 300 hours of replacement.

12. **Contractor Facility:** The Contractor's primary/designated maintenance facility must be located within fifty (50) nautical miles of McClellan Park, CA 95652 and must be an FAA Certified Repair Station.

13. **Transport Capability:** The Contractor shall be capable of trailering and transporting SPD aircraft from a designated SPD facility to its maintenance facility. Contractor shall bear the burden of loss/damage/risk for any aircraft, parts, and equipment in its possession for

transport, either by the Contractor or by a common carrier. Contractor shall provide insurance up to the amount of the manufacturer's list price for all aircraft, parts, and equipment, including, but not limited to, all engines and engine components. Auto liability and in-transit-insurance coverage that covers the cost of the aircraft, parts, and equipment shall be required. The Contractor shall provide proof of such insurance to SPD upon execution of the contract.

14. **Aircraft Inspections:** Unless the Contractor provides a specific reason for its inability to conduct inspections at the SPD facility, the Contractor shall perform 25-hour inspections for Bell OH58 and 50-hour inspections for Bell 505 helicopters at the designated SPD facility. All additional helicopter manufacturer-recommended inspections, and all Cessna inspections, may be performed at the Contractor's facility.

    All recommended manufacturer inspections performed at the Contractor's facility shall be conducted in a timely manner unless documented hardships exist and are communicated with, and agreed upon, by SPD. Inspection, maintenance, and repair delivery time estimates shall be communicated with the SPD Air Operations representative at the start of the work order. At a minimum, the following inspections are required:

    <u>Bell Helicopter 505:</u>

    50 Hour
    100 Hour
    200 Hour
    300 Hour
    400 Hour
    500 Hour
    600 Hour
    1200 Hour
    1500 Hour
    3000 Hour

    <u>Bell Helicopter OH58:</u>

    25 Hour
    100 Hour
    300 Hour

    <u>Cessna 172:</u>

    50 Hour
    100 Hour
    Annual Inspection

15. **Unscheduled Repairs:** For all inspections, maintenance, and repairs, other than scheduled inspections, the Contractor shall provide a written estimate of the time, and costs of labor and parts, required to complete the SPD request. Prior to starting such inspections, maintenance, and/or repairs, the Contractor shall obtain written approval from the SPD air operations

supervisor. No work shall be started, or parts supplied, in excess of, or different from, the original written estimate without separate, prior approval of the SPD Air Operations supervisor. Use of over-time labor rates must be approved in advance by the SPD Air Operations supervisor.

16. **Defective Parts/Repair & Replacement of Airframe & Engine Components:** While performing any job under the contract, Contractor shall; 1) perform all repairs necessary to allow each component to perform in accordance with Manufacturer's specifications; and 2) replace all parts which are defective or which, according to the manufacturer's specifications or recommendations, should be replaced at the time Contractor is performing the work.

17. **Work Order:** The Contractor shall provide a copy of the work order along with the component, for any component that is overhauled by or through Contractor.

18. **Maintenance Schedule:** The Contractor shall use an appropriate maintenance schedule. When conducting aircraft inspections, maintenance, and repairs, the mechanic shall perform the inspections, maintenance, and repairs utilizing the appropriate manufacturer's checklist and/or a checklist agreed upon in advance by SPD. After completion of the inspections, maintenance, and/or repairs, the mechanic shall provide the checklist(s) to the SPD pilot receiving the aircraft for review prior to any operation of the aircraft. A copy of the checklist shall be given to SPD for retention. The checklist shall verify that each procedure has been accomplished. The checklist shall include a space for initialing by the mechanic completing the service procedure item and pilot receiving the aircraft.

19. **Aircraft Maintenance Records:** Airframe, engine, component, and avionics logbooks, if applicable, shall be maintained for each aircraft. Entries shall be made by the primary mechanic performing the maintenance or designee, and will be in accordance with, FAR 43.11 (Content, form, and disposition of records for inspections under Part 91). Logbook entries and the appropriate electronic maintenance tracking system entries shall be completed immediately upon completion of maintenance being performed and prior to the aircraft being returned to service.

    Entries shall be made:
    (a) Upon completion of inspections, repairs, or maintenance;
    (b) Upon compliance with an FAA or manufacturer's maintenance directive;
    (c) Upon compliance with manufacturer's Service Bulletins or Service Letters; and
    (d) After a post-maintenance flight and return to service per FAR 91.407(b). This entry shall be made in conjunction with the SPD pilot performing the return -to service-flight.

20. **Protection of SPD Aircraft, Parts, and Equipment:** Contractor shall be responsible for the security of SPD aircraft, parts, and equipment while in its possession and will be fully liable for any loss of, or damage to, the aircraft, parts and equipment. Contractor shall maintain a secure hangar for storing SPD aircraft, parts and equipment not accessible to the public, with a burglar and fire alarm system installed, which is limited to a central reporting station. The Contractor shall provide for safe and secure storage of all SPD parts including, but not limited to, engines, main rotor blades, and main rotor heads. Contractor recognizes that engine, engine components and air frame components may be stored for several months prior to installation. The Contractor shall keep a log of all SPD-owned parts in its possession and

provide it upon request to SPD until the agreement expires. Contractor shall maintain a "Garage Keeper Insurance Policy" or similar policy which covers the replacement cost of all SPD aircraft, parts, and equipment when stored at the Contractor's facility. The Contractor shall provide proof of such insurance to SPD upon execution of the contract.

21. **Responsibility for Damage or Loss:** Costs of repairing or replacing SPD aircraft due to any damage caused by the acts or omissions of Contractor, any subcontractor or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, will be the sole responsibility of the Contractor.

22. **Tools:** It is the Contractor's responsibility to provide all necessary tools to repair and maintain SPD equipment. Should the SPD request the use of a tool or special equipment that is above and beyond what is required for routine maintenance, the Contractor shall provide a written cost estimate for the tools and obtain prior authorization from the SPD for the purchase. Contractor shall use only manufacturer's tools, if recommended or required by the manufacturer, for instance, to maintain warranty coverage. Tool use shall conform to any and all Bell and Cessna manufacturer guidelines and warranties.

23. **Tool Inventory:** Contractor shall have a formal tool inventory control system to ensure that all tools used during maintenance are removed from the aircraft and returned to their storage areas at the conclusion of the maintenance. Foam shadow boxing of all tools is recommended. If shadow boxing is not used, a tool inventory list of all tools used shall be required and provided to SPD for review during post-maintenance aircraft inspections and prior to operation of the aircraft.

24. **Formal Foreign Object Damage (FOD) Control Program:** Contractor shall have a formal FOD control program in place. At a minimum, the FOD control program shall ensure that tools, parts, and debris are not routinely placed on aircraft surfaces during maintenance actions other than as necessary to complete a specific task. Contractor must provide proof that Contractor has an FOD program in place within sixty (60) days from the award of the contract and will be subject to SPD approval.

25. **Aircraft Change:** The SPD may make changes to its current aircraft fleet by adding additional makes/models during the term of the contract as well as adding or replacing equipment. Contractor will be given a minimum of sixty (60) days notification of any new aircraft or equipment to ensure that Contractor's mechanics can meet the requirements specified in Section 4 above.

26. **Computerized Parts Inventory:** The Contractor shall maintain a computerized parts inventory of SPD parts during the entire term of this agreement and any subsequent extensions. The computerized parts inventory spreadsheet shall list all airframe and engine parts that are finite life items, and state the part number, component name, serial number, total time until overhaul/retirement, component time prior to overhaul/retirement, aircraft time when component/part installed, time on aircraft when part/component installed, overhaul part/component at aircraft total time, retire part/component at aircraft total time, hours remaining that part/component has left, estimated date when part/component needs to be replaced or overhauled, and the percentage of time the part/component has remaining.

27. **Spare Parts Inventory:** The SPD maintains a limited spare parts inventory. When serviceable parts and/or supplies are furnished by the SPD, those items shall be utilized by the Contractor. The SPD will have the option to supply parts as needed. The Contractor is required to supply SPD with a list of parts, with a MSRP that exceeds $100, necessary to perform routine maintenance.

28. **Safety Management System (SMS):** Contractor shall have a demonstrated commitment to Safety Management System (SMS) integration. A demonstrated commitment to SMS integration is defined as having, at a minimum, a stand-alone safety policy, company-wide training in SMS, and actively improving SMS integration. Contractor must provide proof of compliance within sixty (60) days of the award of the contract and will be subject to SPD approval.

29. **Mechanic Distraction Management:** Contractor shall have a formal policy on distraction management to reduce or eliminate distractions during the actual conduct of maintenance actions. This policy shall include, but not be limited to, cell phone management. Contractor must provide proof of compliance within sixty (60) days of award of the contract and will be subject to SPD approval.

30. **Ground and Flight Checks:** All ground and flight checks shall be completed by an SPD pilot per the Rotorcraft Flight Manual (RFM) after maintenance and prior to releasing the aircraft into service. Ground and flight checks shall by documented in the aircraft logbook, and/or an electronic maintenance tracking system. When there is a discrepancy between the maintenance manuals and the RFM as to the requirement of a ground or flight check, the most conservative action shall be followed (for example: the RFM requires a flight check after work on the flight controls, but the maintenance manual does not, a flight check shall be performed because the RFM calls for one).

31. **Manufacturer's Authorization:** Contractor warrants that the manufacturer authorizes Contractor to perform overhaul and maintenance services on the engines/components in the SPD fleet. Contractor shall allow only skilled mechanics, which have been trained and licensed to perform overhaul and maintenance services under the contract. Contractor shall observe the highest standard of diligence and care in the performance of its overhaul and maintenance responsibilities and shall meticulously follow the standards and procedures required by the manufacturer (including all service bulletins) for overhaul and maintenance service.

    The Contractor further warrants that with respect to any components overhauled the following applies:

    1. All parts/components shall be free of defects in title, material, and workmanship.
    2. All parts/components meet or exceed the specifications and requirements of the manufacturer.
    3. Engine components are new, or if authorized by SPD, reconditioned to original manufacturer's specifications.
    4. All parts/components shall be free of any patent infringements, proprietary rights or copyrights.

5. Contractor further warrants that all services and parts provided shall be in strict conformity with all applicable regulations from the FAA.

32. Contractor: Contractor shall have a representative available by phone/cell phone 24 hours a day, seven days a week, to ensure the response of an appropriate current Bell or Cessna FAA certified A&P mechanic to emergency field service requests within the Greater Sacramento Area. Contractor must arrive in the field within four (4) hours of SPD call.

SECTION III
BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Provisions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

B. <u>BID GUARANTEE</u> (If Applicable)

C. <u>PERFORMANCE BOND</u> (If Applicable)

D. <u>PAYMENT BOND</u> (If Applicable)

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

***** I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____ _____ _____
Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: _____

BY: _____ **Date:** _____
Signature **Title**

Effects of violations: **a.** Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement**. c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

F. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION (Not Applicable - Federal Funds Used)

LOCAL BUSINESS ENTERPRISE (LBE)
PARTICIPATION PROGRAM

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270 , when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level. To qualify for this requirement, bidders must either (a) be an LBE, or (b) subcontract with a qualified LBE.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License forat least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
   a. The LBE's principle business office or workspace; or
   b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

___ **YES** - the firm submitting the bid is qualified as a local business enterprise.

___ **SUBCONTRACTING** - The firm submitting the bid is qualified by utilizing subcontractors or sub-tier suppliers who qualify as local business enterprises.*

___ **NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

Add Business License Number Here

If the response to the above is YES, a current copy of the City of Sacramento Business Operations TaxCertificate and/or County of Sacramento Business License must be provided upon request.

If the response to the above is YES, provide business office or workspace address**:

Add Address Here

Add Address Here

Add Address Here

* If utilizing subcontractors to satisfy the minimum five percent (5%) LBE requirements, the **Subcontractor and Local Business Enterprise Participation Verification Form** found on the next page must be submitted with your proposal.

** Address must be a physical address for the basis of location, this excludes P.O. Box addresses, etc.

Detailed information about this program can be found at http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances

2. Subcontractor and Local Business Enterprise Participation Verification Form (Not Applicable - Federal Funds Used)

Local Business Enterprise (LBE)
Participation Verification Form
Nonprofessional Service Agreements of $250,000 or More

Proposer/Bidder Name:_____

Proposal/Bid Amount: Is the Proposer/Bidder an LBE? ___ Yes ___ No

IF THE PROPOSER/BIDDER IS USING SUBCONTRACTORS OR SUB-TIER SUPPLIERS TO SATISFY THE LBE PARTICIPATION REQUIREMENT OF THIS SOLICITATION, THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL OR BID FOR THE PROPOSER OR BIDDER TO BE CONSIDERED FOR AWARD.

THIS FORM MUST BE INCLUDED WITH THE SEALED COST ESTIMATE IF THE REQUEST FOR PROPOSAL REQUIRES A SEPARATE SEALED COST ESTIMATE.

To be eligible for this agreement, the proposer or bidder shall list below all the business entities (subcontractors or suppliers) used to attain the 5% LBE participation requirement. Estimated dollar values shall be provided for all work, services or supplies listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the proposal or bid non-responsive.

LBE Business Entity Name and Address (subject to verification)	Description of Work, Services or Supplies to be provided	Estimated Dollar Value of Work, Services or Supplies
		$
		$
		$
		$

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

The Proposer/Bidder hereby certifies that each business entity listed on this LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this proposal or bid. The Proposer/Bidder also certifies that it will notify each business entity listed on this Form in writing if the agreement is awarded to the Proposer/Bidder, and will make all documentation relevant to the listed business entities and LBE participation available to the City of Sacramento upon request. The Proposer/Bidder further certifies that all the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the agreement.

3. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [ ] or No [ ] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [ ] or No [ ]

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

SECTION III – BIDDER RESPONSE DOCUMENTS

G. PRICING SCHEDULE

The Contractor shall submit a firm fixed-price quote to perform all services required in accordance with the Scope of Service. The Contractor's price quote shall be their fully burdened rate which includes all costs associated with the performance of maintenance, inspections and repairs on SPD aircraft and equipment. Price quotes for maintenance, inspections and repair services ordered against the contract shall include all needed personnel, materials, equipment, services, parts, ferrying and facilities costs.

Contractor must complete all lines in each section for its bid to be considered responsive. City may award each section separately or, if in its best interests, it may combine the sections for an award to one Contractor. Hours, parts, and quantities are estimates for evaluation purposes only. SPD may require more or less maintenance, inspections and repairs for time and materials on any line item.

Section A – Cessna (C172 *A C206 may be added to the SPD fleet during the contract period. Labor rates must reflect both models of aircraft.)

Line #	Description	Quantity	Hours		Hourly Rate		Extension
1.	50 Hour Inspection	6 X	_____	X	$_____	=	$_____
2.	100 Hour Inspection	3 X	_____	X	$_____	=	$_____
3.	Annual Inspection	1 X	_____	X	$_____	=	$_____
4.	Hourly Shop Labor Rate $_____			X	300 Hours	=	$_____
5.	OEM Parts Percent Discount _____% - 100% X $80,000 (Based on Manufacturer's Suggested Retail Price)					=	$_____
6.	Round Trip Ferry from SPD Hangar Per Trip Cost $_____ X 11 Trips					=	$_____

Lines 1 through 6 Subtotal Section A $_____

Section B - Bell Helicopters (OH58)

Line #	Description	Quantity	Hours		Hourly Rate		Extension
7.	25 Hour Inspection	16	X	_____	X	$_____	= $_____
8.	100 Hour Inspection	9	X	_____	X	$_____	= $_____
9.	300 Hour Inspection	3	X	_____	X	$_____	= $_____
10.	Hourly Shop Labor Rate $_____				X	1500 Hours	= $_____
11.	OEM Parts Percent Discount _____% - 100% X $80,000 (Based on Manufacturer's Suggested Retail Price)						= $_____
12.	Round Trip Ferry Cost from SPD Hangar Per Trip Cost $__ X 25 Trips						= $_____

Lines 7 through 12 Subtotal Section B $_____

Section C - Bell Helicopter (505)

Line #	Description	Quantity	Hours		Hourly Rate		Extension
13.	50 Hour Inspection 12	X	_____	X	$_____	=	$_____
14.	100 Hour Inspection 3	X	_____	X	$_____	=	$_____
15.	150 Hour Inspection 3	X	_____	X	$_____	=	$_____
16.	200 Hour Inspection 3	X	_____	X	$_____	=	$_____
17.	300 Hour Inspection 2	X	_____	X	$_____	=	$_____
18.	400 Hour Inspection 2	X	_____	X	$_____	=	$_____
19.	500 Hour Inspection 2	X	_____	X	$_____	=	$_____
20.	600 Hour Inspection 1	X	_____	X	$_____	=	$_____
21.	1200 Hour Inspection 1	X	_____	X	$_____	=	$_____
22.	1500 Hour Inspection 1	X	_____	X	$_____	=	$_____
23.	3000 Hour Inspection 1	X	_____	X	$_____	=	$_____

24. Hourly Shop Labor Rate $_____ X 1500 Hours = $_____

25. OEM Parts Percent Discount _____% - 100% X $80,000 = $_____
(Based on Manufacturer's Suggested Retail Price)

26. Round Trip Ferry Cost from SPD Hangar Per Trip Cost $__ X 25 Trips = $_____

Lines 13 through 26 Subtotal Section C $_____

ANNUAL GRAND TOTAL $_____
(Lines 1 through 26)

Contractor **MUST** provide the following cost items for the contract years in order to be considered responsive to this bid. Indicate "No Change" for items that will not increase/decrease from the prior year. Items 1 through 15 **only**, will be used in the final evaluation to determine lowest/best pricing for the entire term of the contract (potential 5 years). **Award will be based on the total cost of all 5 years**.

1. Year 1 Hourly Labor Rate OH58 $_____ /505 $_____ /Cessna $_____
2. Year 2 Hourly Labor Rate OH58 $_____ /505 $_____ /Cessna $_____
3. Year 3 Hourly Labor Rate OH58 $_____ /505 $_____ /Cessna $_____
4. Year 4 Hourly Labor Rate OH58 $_____ /505 $_____ /Cessna $_____
5. Year 5 Hourly Labor Rate OH58 $_____ /505 $_____ /Cessna $_____

6. Year 1 OEM Parts Discount _____%
7. Year 2 OEM Parts Discount _____%
8. Year 3 OEM Parts Discount _____%
9. Year 4 OEM Parts Discount _____%
10. Year 5 OEM Parts Discount _____%

11. Year 1 Round Trip Ferry Charges $_____
12. Year 2 Round Trip Ferry Charges $_____
13. Year 3 Round Trip Ferry Charges $_____
14. Year 4 Round Trip Ferry Charges $_____
15. Year 5 Round Trip Ferry Charges $_____

Items 16 through 25 are not used in the bid evaluation but will become part of the subsequent contract pricing.

16. Year 1 OT Hourly Labor Rate OH58 $_____ /505 $_____ /Cessna $_____
17. Year 2 OT Hourly Labor Rate OH58 $_____ /505 $_____ /Cessna $_____
18. Year 3 OT Hourly Labor Rate OH58 $_____ /505 $_____ /Cessna $_____
19. Year 4 OT Hourly Labor Rate OH58 $_____ /505 $_____ /Cessna $_____
20. Year 5 OT Hourly Labor Rate OH58 $_____ /505 $_____ /Cessna $_____

21. Year 1 Sunday/Holiday Hourly Labor Rate
    OH58 $_____ /505 $_____ /Cessna $_____
22. Year 2 Sunday/Holiday Hourly Labor Rate
    OH58 $_____ /505 $_____ /Cessna $_____
23. Year 3 Sunday/Holiday Hourly Labor Rate
    OH58 $_____ /505 $_____ /Cessna $_____
24. Year 4 Sunday/Holiday Hourly Labor Rate
    OH58 $_____ /505 $_____ /Cessna $_____
25. Year 5 Sunday/Holiday Hourly Labor Rate
    OH58 $_____ /505 $_____ /Cessna $_____

SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE

BID NO. B221100114109

FOR SERVICES/SUPPLIES: AIRCRAFT MAINTENANCE SERVICES

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: _____

ADDRESS: _____

PHONE #: _____ FAX #: _____ E-MAIL: _____

STATE TAX I.D. #: _____ FED. TAX I.D. #: _____

City of Sacramento Business Operation Tax Certificate #: _____
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY *(check one)*: _____ Individual/Sole Proprietor _____ Partnership
_____ Corporation _____ Limited Liability Company
_____ Other (*please specify:* _____)

BY: (signature of authorized person) _____

PRINT NAME: _____

TITLE: _____

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

City of Sacramento

City Council Report
915 I Street, 1st Floor
Sacramento, CA 95814
www.cityofsacramento.org

File ID: 2022-01234 | 7/19/2022 | **Consent Item 08.**

Title: Agreement: Aircraft Maintenance and Repair Services [Published for 10-Day Review on 07/06/2022]

File ID: 2022-01234

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute an agreement with DFC, Inc. dba Advanced Helicopter for aircraft maintenance and repair services for five (5) years, effective July 1, 2022, through June 30, 2027, for an amount not-to-exceed $2,300,000.

Contact: Bryce Heinlein, Police Captain, Metro Division, bheinlein@pd.cityofsacramento.org, (916) 808-4504, Police Department

Presenter: None

Attachments:
1-Description/Analysis
2-Agreement

Description/Analysis

Issue Detail: The Sacramento Police Department (SPD) must observe specific aircraft maintenance requirements, one of which is that the maintenance facility possess and maintain a valid Federal Aviation Administration (FAA) approved repair station certificate, as prescribed in Title 14, Part 145 of the Code of Federal Regulations (14 CFR 145). The facility must be available 24 hours a day, as needed, and be located within 50 nautical miles from McClellan Park, where the SPD aircraft are based.

DFC Inc. dba Advanced Helicopter Services satisfies the foregoing requirements. To ensure continuity of services, and for the safe maintenance and operation of the SPD fleet of aircraft, it is in the best interest of both the City of Sacramento and the SPD, in particular, to enter into an agreement with DFC Inc. dba Advanced Helicopter Services.

Policy Considerations: The City Code Section 4.04.020 mandates that, unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than $1,000,000 shall be made available to the public at least (10) day s prior to council action. This item was published for 10-day review on July 6, 2022, in compliance with the City Code.

Economic Impacts: Not applicable.

Environmental Considerations: Not applicable.

California Environmental Quality Act (CEQA): This action is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" as defined in section 15378 of the CEQA Guidelines and is otherwise exempt pursuant to section 15061 (b) (3) (no significant effect on the environment) of the CEQA Guidelines.

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: In May of 2022, the SPD publicly solicitated a bid (Bid No. B221100114109) to procure helicopter and airplane maintenance and repair services. DFC Inc. dba Advanced Helicopter Services was the sole respondent to submit a response for helicopter maintenance and services. While there were no other responsive bidders, DFC Inc. dba Advanced Helicopter Services has demonstrated its capability to conduct the requisite maintenance of SPD aircraft over the past five (5) years. Thus, SPD recommends to entering into a five-year agreement with DFC Inc. dba Advanced Helicopter Services.

The SPD has an aircraft fleet of three helicopters and one fixed-wing airplane. If the SPD cannot secure maintenance and repair services, it will have to ground its fleet and discontinue airborne law enforcement activities, adversely impacting the SPD's law enforcement capabilities.

Financial Considerations: The SPD has identified a combination of funding via multiple operating grants. No general fund resources are required to support this action.

Local Business Enterprise (LBE): Not applicable due to federal grant funding.

City of SACRAMENTO
Office of the City Clerk

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____

Assessor's Parcel Number(s): _____

Contract Effective Date: 07/01/2022 Contract Expiration Date (if applicable): 06/30/2027

$ Amount (Not to Exceed): 2300000 Adjusted $ Amount (+/-): _____

Other Party: DFC Inc.dba Advanced Helicopter Services

Project Title: Advanced Helicopter Services

Project #: G11018400, G11018500 Bid/RFQ/RFP #: B221100114109

City Council Approval: YES if YES, Council File ID#: 2022-01234

Contract Processing Contacts

Department: Police Project Manager: Brenda Perez, Analyst

Contract Coordinator: Tammy Jones Email: TDJONES@PD.CITYOFSACRAMENTO.ORG

Department Review and Routing

Accounting: alina warrick (Signature) — alina warrick (Jun 29, 2022 14:24 PDT) — Jun 29, 2022 (Date)

Supervisor: Brenda Delgadillo (Signature) — Jun 29, 2022 (Date)

Division Manager: _____ (Signature) — _____ (Date)

Other: Natalie Weaver (Signature) — Jun 29, 2022 (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested **Other Party Signature Required**

GAU File #22-075

----------***FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE***----------

CONTRACT #:
CONTRACT NAME: Advanced Helicopter Services
CONTRACT PROJECT #: 07/1/22-6/30/27
DEPARTMENT: Sacrament Police Department
DIVISION: Metro – Air Operations

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO,** a charter city and municipal corporation ("CITY"), and

DFC, INC dba Advanced Helicopter
17986 County Road 94B, Woodland, CA 95695
530-669-7115 x224

("Contractor"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.

2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the "Contract Documents"):

   Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda
   Exhibit A – Scope of Work
   Exhibit B – Payment
   Exhibit C – Insurance
   Exhibit D – General Conditions
   Purchase Orders

   If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the non-professional services described in Exhibit A ("Services").

   Contractor will not be compensated for non-professional services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.

5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

   The SPD has an aircraft fleet of three helicopters and one fixed-wing airplane.

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.

7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.

8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

   https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances.

   Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

   Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances.
   The Living Wage Ordinance is applicable to certain contracts with the City in an amount of $250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is $250,000 or more over a 12-month period.
   Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of $250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is $250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program**. The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Brenda Perez
300 Richards Blvd, 2nd floor
Sacramento, CA 95811
(916)808-2458, bperez@pd.cityofsacramento.org

The CONTRACTOR Representative for this Agreement is:

Dy Juarez/Lead Accounting Specialist
17986 County Road 94B, Woodland, CA 95695
530-669-7115 x224, djuarez@advheli.com

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

2. Scope of Services. Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.

3. Time of Performance. The Services described in this Contract shall be provided for five (5) years, July 1, 2022 through June 30, 2027. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.

EXHIBIT B

PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of $ 2,300,000 . The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.

2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.

3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.

4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.

5. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.

   A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.

   B. Invoices must be submitted to either of the addresses specified below.
      (1) Email. Submit email invoices and any attachments to:
      apinvoices@cityofsacramento.org

      (2) Postal Mail. If emailing is not an option, mail to:
      A/P Processing Center
      City of Sacramento
      915 I Street, Floor 4
      Sacramento, CA 95814-2608

   C. All invoices submitted by CONTRACTOR must contain the following information:

      (1) Job/Project Name
      (2) CITY's current Purchase Order Number
      (3) Contractor's Invoice Number
      (4) Date of Invoice Issuance
      (5) Work Order Number (if applicable)
      (6) CITY representative identified on the Purchase Order
      (7) Contractor's remit address

(8) Itemized description of items billed under Invoice
(9) Itemized description of all authorized Reimbursable Expenses
(10) Itemized description of all applicable taxes (sales, use, excise, etc.)
(11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
(12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

6. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

7. **Accounting Records of Contractor.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

8. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

9. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]***:

_____ Construction work in an amount exceeding $25,000;

_____ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or

_____ Alteration, demolition, repair, or maintenance work in an amount exceeding $15,000.

If any of the lines is checked above, this Contract includes "Public Work" under the California Labor Code and is subject to the following requirements:

A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at http://www.dir.ca.gov/Public-Works/Contractors.html. The above summary is provided solely for informational purposes and does not in any way affect the Contractor's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the

current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.

D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is $30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.

E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.

F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.

G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

EXHIBIT C

INSURANCE

1. **Insurance Requirements**. During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

   Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

   The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage**. (*Check the applicable provision.*)

   __ Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

   The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

   _X__ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

   "Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a

vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor."

4. **Excess Insurance**. The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

__ Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

_X__ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

___ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars ($1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.

B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.

C. Coverage shall state that Contractor's insurance applies separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

7. **Acceptability of Insurance**. Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

8. **Verification of Coverage.**

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

9. **Subcontractor Insurance Coverage**. Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.

B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.

C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.

D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.

3. **Time.** Time is off the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

   Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.

7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

   Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. Contractor Information.

A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.

C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.

10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

    Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.

12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption

13. **Term; Suspension; Termination.**

    A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.

    B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

14. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Guarantee and Warranty. Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

16. Indemnity.

A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.

C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

17. Funding Availability.

A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.

B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.

C. This Section shall govern over any other contrary provision of the Contract.

18. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself,

its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."

B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:

(1) Withholding of payments to Contractor under this Contract until Contractor complies;
(2) Cancellation, termination, or suspension of this Contract, in whole or in part.

F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.

20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.

21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.

26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

27. Debarment Certification

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

SCOPE OF SERVICE

1. **Time of Performance:** The services described herein shall be provided for five (5) years, from 7/01/2022 through 6/30/2027.

2. **Required Services:** Contractor shall perform any and all inspections, maintenance, and repairs recommended by the manufacturers of aircraft operated by SPD and any other inspections, maintenance, and repairs necessary to ensure the airworthiness of SPD aircraft and functionality of SPD equipment.

3. **License and Permits:** The Contractor shall furnish labor, materials, tools, licenses, and any applicable permits necessary to maintain two (2) Bell OH-58 helicopters, one (1) Bell 505 helicopter, and one (1) Cessna 172 owned and operated by the Sacramento Police Department (SPD). The licenses and permits shall be current and in effect at the time bids are submitted and for the entire term of the contract, to include renewal periods. The licenses and permits shall be available for inspection by the SPD upon request.

4. **FAA Certified Mechanics:** For inspections, maintenance, and repairs performed on SPD aircraft and related equipment, the Contractor shall only assign current Bell and Cessna Federal Aviation Administration (FAA) certified Airframe and Powerplant (A&P) mechanics. Related equipment includes, but is not limited to, avionics, camera, spotlight, PA, downlink, and items used on the aircraft to conduct police air operations missions. The Contractor shall possess and maintain (a) valid FAA approved repair station certificate(s), as prescribed in Part 145 of the Federal Aviation Regulations (FAR), necessary to conduct the level of maintenance required by the contract.

5. **Primary Mechanic:** The Contractor shall assign a primary mechanic who is responsible for the oversight and performance of inspections, maintenance, and repairs of SPD aircraft and equipment. The primary mechanic shall be available by telephone for consultations and guidance regarding maintenance issues within two (2) hours of initiated contact by SPD. The primary mechanic shall have attended the appropriate manufacturer's airframe and engine field maintenance course(s) specific to the SPD aircraft. If the primary mechanic has not attended such (a) course(s), he/she must begin this training within sixty (60) days after notification of contract award or at the next scheduled class, whichever comes first. Upon completion of the training, the Contractor shall provide a copy of the certificate(s) to SPD. In the event the primary mechanic is unavailable for requested work by SPD, a replacement mechanic may perform the work with pre-approval by SPD.

6. **Bennett Mechanical Comprehension Test (BMCT):** Within six (6) months after notification of contract award, the Contractor shall submit all scores from the BMCT for all mechanics assigned to perform inspections, maintenance, and repairs on SPD aircraft and equipment. SPD shall reserve the right to refuse assignment of a mechanic to work on SPD aircraft and equipment based on BMCT scores. Substitutions for the BMCT will be considered on a case-

by-case basis, however, it is the Contractor's responsibility to provide all test scores and industry-recognized criteria for aviation maintenance technician score requirements for alternate mechanical aptitude tests.

7. **Mechanic Qualifications:** Contractor shall submit resumes for **all mechanics** that will be performing maintenance, inspections and repairs on SPD aircraft within sixty (60) days after notification of contract award. This requirement includes mobile mechanic(s) and mechanics working out of the Contractor's maintenance facility. The resumes shall include work experience, schools/courses attended, copies of current certificates, manufacturer's courses attended, and FAA ratings held. The Contractor shall notify SPD in writing/email of any failures of performance requirements or safety violations of any mechanic who performs Inspections, maintenance, and repairs on SPD aircraft. SPD reserves the right to refuse the service of any mechanics at any time. SPD will allow the Contractor up to sixty (60) days to identify and retain a suitable replacement mechanic consistent with the requirements set forth in Section 4 above.

8. **Primary Mechanic Replacement:** Should it be necessary during the term of the contract; SPD reserves the right to request a replacement primary mechanic for any/all future inspections, maintenance, or repairs of SPD aircraft and equipment. SPD will allow the Contractor up to sixty (60) days to identify and retain a suitable replacement mechanic consistent with the requirements set forth in Section 4 above.

9. **Additional Mechanics:** When deemed necessary by SPD, Contractor shall provide additional mechanics to assist with required aircraft inspections, maintenance, and repairs. The additional mechanics shall meet the requirements listed herein. For the performance of scheduled inspections, maintenance, and repairs, SPD shall request that Contractor dispatch additional mechanics upon forty-eight (48) hours' notice. For the performance of unscheduled inspections, maintenance, and repairs, Contractor shall honor a request from SPD to dispatch additional mechanics within twenty-four (24) hours of the request. The Contractor shall provide additional qualified mechanics on the date(s) desired by SPD.

10. **Avionics:** Mechanics are expected to be able to remove and reinstall radios, computer, cables, antennas, and various electronic/electrical components which may need to be sent to appropriate service centers for repairs. Avionics related discrepancies that are beyond the capabilities of the Contractor shall be subcontracted to an appropriate repair facility as agreed upon in advance by SPD. A written estimate of subcontractor services and costs shall be provided and agreed to in advance.

11. **List Component:** The Contractor shall be required to maintain a status list of all finite components and their times. The Contractor shall notify SPD when a part is within 300 hours of replacement.

12. **Contractor Facility:** The Contractor's primary/designated maintenance facility must be located within fifty (50) nautical miles of McClellan Park, CA 95652 and must be an FAA Certified Repair Station.

13. **Transport Capability:** The Contractor shall be capable of trailering and transporting SPD aircraft from a designated SPD facility to its maintenance facility. Contractor shall bear the burden of loss/damage/risk for any aircraft, parts, and equipment in its possession for

transport, either by the Contractor or by a common carrier. Contractor shall provide insurance up to the amount of the manufacturer's list price for all aircraft, parts, and equipment, including, but not limited to, all engines and engine components. Auto liability and in-transit-insurance coverage that covers the cost of the aircraft, parts, and equipment shall be required. The Contractor shall provide proof of such insurance to SPD upon execution of the contract.

14. **Aircraft Inspections:** Unless the Contractor provides a specific reason for its inability to conduct inspections at the SPD facility, the Contractor shall perform 25-hour inspections for Bell OH58 and 50-hour inspections for Bell 505 helicopters at the designated SPD facility. All additional helicopter manufacturer-recommended inspections, and all Cessna inspections, may be performed at the Contractor's facility.

    All recommended manufacturer inspections performed at the Contractor's facility shall be conducted in a timely manner unless documented hardships exist and are communicated with, and agreed upon, by SPD. Inspection, maintenance, and repair delivery time estimates shall be communicated with the SPD Air Operations representative at the start of the work order. At a minimum, the following inspections are required:

    Bell Helicopter 505:

    50 Hour
    100 Hour
    200 Hour
    300 Hour
    400 Hour
    500 Hour
    600 Hour
    1200 Hour
    1500 Hour
    3000 Hour

    Bell Helicopter OH58:

    25 Hour
    100 Hour
    300 Hour

    Cessna 172:

    50 Hour
    100 Hour
    Annual Inspection

15. **Unscheduled Repairs:** For all inspections, maintenance, and repairs, other than scheduled inspections, the Contractor shall provide a written estimate of the time, and costs of labor and parts, required to complete the SPD request. Prior to starting such inspections, maintenance, and/or repairs, the Contractor shall obtain written approval from the SPD air operations

supervisor. No work shall be started, or parts supplied, in excess of, or different from, the original written estimate without separate, prior approval of the SPD Air Operations supervisor. Use of over-time labor rates must be approved in advance by the SPD Air Operations supervisor.

16. **Defective Parts/Repair & Replacement of Airframe & Engine Components:** While performing any job under the contract, Contractor shall; 1) perform all repairs necessary to allow each component to perform in accordance with Manufacturer's specifications; and 2) replace all parts which are defective or which, according to the manufacturer's specifications or recommendations, should be replaced at the time Contractor is performing the work.

17. **Work Order:** The Contractor shall provide a copy of the work order along with the component, for any component that is overhauled by or through Contractor.

18. **Maintenance Schedule:** The Contractor shall use an appropriate maintenance schedule. When conducting aircraft inspections, maintenance, and repairs, the mechanic shall perform the inspections, maintenance, and repairs utilizing the appropriate manufacturer's checklist and/or a checklist agreed upon in advance by SPD. After completion of the inspections, maintenance, and/or repairs, the mechanic shall provide the checklist(s) to the SPD pilot receiving the aircraft for review prior to any operation of the aircraft. A copy of the checklist shall be given to SPD for retention. The checklist shall verify that each procedure has been accomplished. The checklist shall include a space for initialing by the mechanic completing the service procedure item and pilot receiving the aircraft.

19. **Aircraft Maintenance Records:** Airframe, engine, component, and avionics logbooks, if applicable, shall be maintained for each aircraft. Entries shall be made by the primary mechanic performing the maintenance or designee, and will be in accordance with, FAR 43.11 (Content, form, and disposition of records for inspections under Part 91). Logbook entries and the appropriate electronic maintenance tracking system entries shall be completed immediately upon completion of maintenance being performed and prior to the aircraft being returned to service.

    Entries shall be made:
    (a) Upon completion of inspections, repairs, or maintenance;
    (b) Upon compliance with an FAA or manufacturer's maintenance directive;
    (c) Upon compliance with manufacturer's Service Bulletins or Service Letters; and
    (d) After a post-maintenance flight and return to service per FAR 91.407(b). This entry shall be made in conjunction with the SPD pilot performing the return -to service-flight.

20. **Protection of SPD Aircraft, Parts, and Equipment:** Contractor shall be responsible for the security of SPD aircraft, parts, and equipment while in its possession and will be fully liable for any loss of, or damage to, the aircraft, parts and equipment. Contractor shall maintain a secure hangar for storing SPD aircraft, parts and equipment not accessible to the public, with a burglar and fire alarm system installed, which is limited to a central reporting station. The Contractor shall provide for safe and secure storage of all SPD parts including, but not limited to, engines, main rotor blades, and main rotor heads. Contractor recognizes that engine, engine components and air frame components may be stored for several months prior to installation. The Contractor shall keep a log of all SPD-owned parts in its possession and

provide it upon request to SPD until the agreement expires. Contractor shall maintain a "Garage Keeper Insurance Policy" or similar policy which covers the replacement cost of all SPD aircraft, parts, and equipment when stored at the Contractor's facility. The Contractor shall provide proof of such insurance to SPD upon execution of the contract.

21. **Responsibility for Damage or Loss:** Costs of repairing or replacing SPD aircraft due to any damage caused by the acts or omissions of Contractor, any subcontractor or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, will be the sole responsibility of the Contractor.

22. **Tools:** It is the Contractor's responsibility to provide all necessary tools to repair and maintain SPD equipment. Should the SPD request the use of a tool or special equipment that is above and beyond what is required for routine maintenance, the Contractor shall provide a written cost estimate for the tools and obtain prior authorization from the SPD for the purchase. Contractor shall use only manufacturer's tools, if recommended or required by the manufacturer, for instance, to maintain warranty coverage. Tool use shall conform to any and all Bell and Cessna manufacturer guidelines and warranties.

23. **Tool Inventory:** Contractor shall have a formal tool inventory control system to ensure that all tools used during maintenance are removed from the aircraft and returned to their storage areas at the conclusion of the maintenance. Foam shadow boxing of all tools is recommended. If shadow boxing is not used, a tool inventory list of all tools used shall be required and provided to SPD for review during post-maintenance aircraft inspections and prior to operation of the aircraft.

24. **Formal Foreign Object Damage (FOD) Control Program:** Contractor shall have a formal FOD control program in place. At a minimum, the FOD control program shall ensure that tools, parts, and debris are not routinely placed on aircraft surfaces during maintenance actions other than as necessary to complete a specific task. Contractor must provide proof that Contractor has an FOD program in place within sixty (60) days from the award of the contract and will be subject to SPD approval.

25. **Aircraft Change:** The SPD may make changes to its current aircraft fleet by adding additional makes/models during the term of the contract as well as adding or replacing equipment. Contractor will be given a minimum of sixty (60) days notification of any new aircraft or equipment to ensure that Contractor's mechanics can meet the requirements specified in Section 4 above.

26. **Computerized Parts Inventory:** The Contractor shall maintain a computerized parts inventory of SPD parts during the entire term of this agreement and any subsequent extensions. The computerized parts inventory spreadsheet shall list all airframe and engine parts that are finite life items, and state the part number, component name, serial number, total time until overhaul/retirement, component time prior to overhaul/retirement, aircraft time when component/part installed, time on aircraft when part/component installed, overhaul part/component at aircraft total time, retire part/component at aircraft total time, hours remaining that part/component has left, estimated date when part/component needs to be replaced or overhauled, and the percentage of time the part/component has remaining.

27. **Spare Parts Inventory:** The SPD maintains a limited spare parts inventory. When serviceable parts and/or supplies are furnished by the SPD, those items shall be utilized by the Contractor. The SPD will have the option to supply parts as needed. The Contractor is required to supply SPD with a list of parts, with a MSRP that exceeds $100, necessary to perform routine maintenance.

28. **Safety Management System (SMS):** Contractor shall have a demonstrated commitment to Safety Management System (SMS) integration. A demonstrated commitment to SMS integration is defined as having, at a minimum, a stand-alone safety policy, company-wide training in SMS, and actively improving SMS integration. Contractor must provide proof of compliance within sixty (60) days of the award of the contract and will be subject to SPD approval.

29. **Mechanic Distraction Management:** Contractor shall have a formal policy on distraction management to reduce or eliminate distractions during the actual conduct of maintenance actions. This policy shall include, but not be limited to, cell phone management. Contractor must provide proof of compliance within sixty (60) days of award of the contract and will be subject to SPD approval.

30. **Ground and Flight Checks:** All ground and flight checks shall be completed by an SPD pilot per the Rotorcraft Flight Manual (RFM) after maintenance and prior to releasing the aircraft into service. Ground and flight checks shall by documented in the aircraft logbook, and/or an electronic maintenance tracking system. When there is a discrepancy between the maintenance manuals and the RFM as to the requirement of a ground or flight check, the most conservative action shall be followed (for example: the RFM requires a flight check after work on the flight controls, but the maintenance manual does not, a flight check shall be performed because the RFM calls for one).

31. **Manufacturer's Authorization:** Contractor warrants that the manufacturer authorizes Contractor to perform overhaul and maintenance services on the engines/components in the SPD fleet. Contractor shall allow only skilled mechanics, which have been trained and licensed to perform overhaul and maintenance services under the contract. Contractor shall observe the highest standard of diligence and care in the performance of its overhaul and maintenance responsibilities and shall meticulously follow the standards and procedures required by the manufacturer (including all service bulletins) for overhaul and maintenance service.

    The Contractor further warrants that with respect to any components overhauled the following applies:

    1. All parts/components shall be free of defects in title, material, and workmanship.
    2. All parts/components meet or exceed the specifications and requirements of the manufacturer.
    3. Engine components are new, or if authorized by SPD, reconditioned to original manufacturer's specifications.
    4. All parts/components shall be free of any patent infringements, proprietary rights or copyrights.

5. Contractor further warrants that all services and parts provided shall be in strict conformity with all applicable regulations from the FAA.

32. Contractor: Contractor shall have a representative available by phone/cell phone 24 hours a day, seven days a week, to ensure the response of an appropriate current Bell or Cessna FAA certified A&P mechanic to emergency field service requests within the Greater Sacramento Area. Contractor must arrive in the field within four (4) hours of SPD call.

BID NO. B221100114109

PRICING SCHEDULE

Section A – Cessna (C172 *A C206 may be added to the SPD fleet during the contract period. Labor rates must reflect both models of aircraft.)

Line #	Description	Quantity Hours		Hourly Rate		Extension
1.	50 Hour Inspection 6 X	4	X	$ 125	=	$ 3000
2.	100 Hour Inspection 3 X	34	X	$ 125	=	$ 12,750
3.	Annual Inspection 1 X	40	X	$ 125	=	$ 5,000
4.	Hourly Shop Labor Rate $ 125		X	300 Hours	=	$ 37,500
5.	OEM Parts Percent Discount 0 % - 100% X $80,000 (Based on Manufacturer's Suggested Retail Price)				=	$ 80,000
6.	Round Trip Ferry from SPD Hangar Per Trip Cost $ 500 X 11 Trips				=	$ 5500

Lines 1 through 6 Subtotal Section A $ 143,750

Section B - Bell Helicopters (OH58)

Line #	Description	Quantity Hours		Hourly Rate		Extension
7.	25 Hour Inspection 16	X	4	X	$ 125	= $ 8,000
8.	100 Hour Inspection 9	X	16	X	$ 125	= $ 18,000
9.	300 Hour Inspection 3	X	50	X	$ 125	= $ 18,750
10.	Hourly Shop Labor Rate $ 125			X 1500 Hours	=	$ 187,500
11.	OEM Parts Percent Discount 3 % - 100% X $80,000 (Based on Manufacturer's Suggested Retail Price)				=	$ 77,600
12.	Round Trip Ferry Cost from SPD Hangar Per Trip Cost $ 500 X 25 Trips				=	$ 12,500

Lines 7 through 12 Subtotal Section B $ 322,350

BID NO. B221100114109

Section C - Bell Helicopter (505)

Line #	Description	Quantity	Hours		Hourly Rate		Extension
13.	50 Hour Inspection 12	X	4	X	$ 125	=	$ 6,000
14.	100 Hour Inspection 3	X	4	X	$ 125	=	$ 1,500
15.	150 Hour Inspection 3	X	4	X	$ 125	=	$ 1,500
16.	200 Hour Inspection 3	X	4	X	$ 125	=	$ 1,500
17.	300 Hour Inspection 2	X	60	X	$ 125	=	$ 15,000
18.	400 Hour Inspection 2	X	6	X	$ 125	=	$ 1,500
19.	500 Hour Inspection 2	X	8	X	$ 125	=	$ 2,000
20.	600 Hour Inspection 1	X	60	X	$ 125	=	$ 7,500
21.	1200 Hour Inspection 1	X	8	X	$ 125	=	$ 1,000
22.	1500 Hour Inspection 1	X	24	X	$ 125	=	$ 3,000
23.	3000 Hour Inspection 1	X	150	X	$ 125	=	$ 18,750

24. Hourly Shop Labor Rate $ 125 X 1500 Hours = $ 187,500

25. OEM Parts Percent Discount 4 % - 100% X $80,000 = $ 76,800
(Based on Manufacturer's Suggested Retail Price)

26. Round Trip Ferry Cost from SPD Hangar Per Trip Cost $500 X 25 Trips = $ 12,500

Lines 13 through 26 Subtotal Section C $ 336,050

ANNUAL GRAND TOTAL $ 801,350

(Lines 1 through 26)

BID NO. B221100114109

1. Year 1 Hourly Labor Rate OH58 $ 125 /505 $ 125 /Cessna $ 125
2. Year 2 Hourly Labor Rate OH58 $ 130 /505 $ 130 /Cessna $ 130
3. Year 3 Hourly Labor Rate OH58 $ 130 /505 $ 130 /Cessna $ 130
4. Year 4 Hourly Labor Rate OH58 $ 135 /505 $ 135 /Cessna $ 135
5. Year 5 Hourly Labor Rate OH58 $ 135 /505 $ 135 /Cessna $ 155

6. Year 1 OEM Parts Discount 4 %
7. Year 2 OEM Parts Discount 4 %
8. Year 3 OEM Parts Discount 4 %
9. Year 4 OEM Parts Discount 4 %
10. Year 5 OEM Parts Discount 4 %

11. Year 1 Round Trip Ferry Charges $ 500
12. Year 2 Round Trip Ferry Charges $ NO CHANGE
13. Year 3 Round Trip Ferry Charges $ NO CHANGE
14. Year 4 Round Trip Ferry Charges $ NO CHANGE
15. Year 5 Round Trip Ferry Charges $ NO CHANGE

16. Year 1 OT Hourly Labor Rate OH58 $ 150 /505 $ 150 /Cessna $ 150
17. Year 2 OT Hourly Labor Rate OH58 $ 150 /505 $ 150 /Cessna $ 150
18. Year 3 OT Hourly Labor Rate OH58 $ 150 /505 $ 150 /Cessna $ 150
19. Year 4 OT Hourly Labor Rate OH58 $ 150 /505 $ 150 /Cessna $ 150
20. Year 5 OT Hourly Labor Rate OH58 $ 150 /505 $ 150 /Cessna $ 150

21. Year 1 Sunday/Holiday Hourly Labor Rate
    OH58 $ 150 /505 $ 150 /Cessna $ 150
22. Year 2 Sunday/Holiday Hourly Labor Rate
    OH58 $ 150 /505 $ 150 /Cessna $ 150
23. Year 3 Sunday/Holiday Hourly Labor Rate
    OH58 $ 150 /505 $ 150 /Cessna $ 150
24. Year 4 Sunday/Holiday Hourly Labor Rate
    OH58 $ 150 /505 $ 150 /Cessna $ 150
25. Year 5 Sunday/Holiday Hourly Labor Rate
    OH58 $ 150 /505 $ 150 /Cessna $ 150

STERLINGRISK
AVIATION

CERTIFICATE OF INSURANCE

Certificate Holder:	City of Sacramento, A/P Processing Center
	915 I Street, FL4
	Sacramento, CA 95814-2605
Named Insured:	DFC, Inc. dba Advanced Helicopter Services; DFC, Inc. dba Cardan Aircraft Painting; Cascade Airframe Repair, Inc. dba Cascade Helicopter Services and as endorsed.
	17986 County Road 94B
	Woodland, CA 95695
Policy Period:	**From:** 2/8/2022 **To:** 2/8/2023
Policy Number:	Lead Policy # NAF6045765
Issuing or Lead Company:	Endurance Assurance Corporation through W. Brown & Associates Insurance Services and other subscribing insurers as held on file in the offices of SterlingRisk of Florida

This is to certify that the policy(ies) listed herein have been issued providing coverage for the named insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aviation Commercial General Liability	Limits of Insurance	
Each Occurrence Limit	$ 10,000,000	
Damage to Premises Rented to You Limit	$ 1,000,000	Any one premises
Medical Expense Limit	$ 15,000	Any one person
Personal & Advertising Injury Aggregate Limit	$ 10,000,000	
General Aggregate Limit	$ Not Applicable	
Products/Completed Operations Aggregate Limit	$ 10,000,000	
Hangarkeepers Limit		
Each Aircraft Limit	$ 5,000,000	
Each Loss Limit	$ 10,000,000	
Hangarkeeper's Deductible	$ 15,000	Each Aircraft

REDUCE RISK = SPEND LESS
RiskProNet INTERNATIONAL
STERLINGRISK™ AVIATION
1001 AIRPORT RD | DESTIN, FL 32541 | MAIN: 850-650-1811 | FAX: 850-270-2602 | WWW.STERLINGRISK.COM | AVIATION@STERLINGRISK.COM

STERLINGRISK
AVIATION

CERTIFICATE OF INSURANCE (Continued)

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS (TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM) NOTICE OF CANCELLATION.

ALL LOCATIONS INCIDENTAL AND NECESSARY TO THE OPERATIONS OF THE NAMED INSURED.

WE WILL NOT COVER ANY PERSON OR ORGANIZATION OR THEIR AGENTS OR EMPLOYEES ENGAGED IN THE DESIGN, MANUFACTURE, MAINTENANCE, REPAIR, SERVICE, OR SALE OF AIRCRAFT, AIRCRAFT ENGINES, COMPONENTS, OR ACCESSORIES, OR ENGAGED IN THE OPERATION OF ANY AIRCRAFT, AIRPORT, HANGAR, FLIGHT SCHOOL, FLIGHT SERVICE, OR PILOTING SERVICE, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF SUCH ACTIVITY.

The inclusion of such additional interests shall not operate to increase the limit of the insurer's liability. As respects the additional insured(s) added hereunder, coverage does not apply to any occurrence arising from the design, manufacture, modification, repair, sale, or servicing of the aircraft of aircraft parts, and/or air traffic control operations by the additional insured(s).

Certificate Number: 39830
Issued On: February 7, 2022

By: _____
(Authorized Representative)

STERLINGRISK™ AVIATION
1001 AIRPORT RD | DESTIN, FL 32541 | MAIN: 850-650-1811 | FAX: 850-270-2602 | WWW.STERLINGRISK.COM | AVIATION@STERLINGRISK.COM

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SterlingRisk of Florida
1001 Airport Rd
Destin FL 32541

CONTACT NAME: Nicole Heise
PHONE (A/C, No, Ext): 850-460-7392 FAX (A/C, No):
E-MAIL ADDRESS: nheise@sterlingrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance Assurance Corp.	11551
INSURER B : ACE American Insurance Company	22667
INSURER C : Starr Specialty Insurance Co.	16109
INSURER D :	
INSURER E :	
INSURER F :	

INSURED DFCINCA-01
DFC, Inc. dba Advanced Helicopter Services
17986 County Road 94B
Woodland CA 95695

COVERAGES **CERTIFICATE NUMBER:** 580368431 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			NAF6045765	2/8/2022	2/16/2023	EACH OCCURRENCE	$ 10,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	OTHER:						HangarKeepers Liab.	$ **
B	AUTOMOBILE LIABILITY			CALH25143292004	2/16/2022	2/16/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB / OCCUR			NAF6045765	2/8/2022	2/16/2023	EACH OCCURRENCE	$
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $						AUTO & EL ***	$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000004914	2/16/2022	2/16/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***EXCESS AUTO & EMPLOYERS' LIABILITY - $1,000,000 EXCESS OF $1,000,000

**$5,000,000 EACH AIRCRAFT, $10,000,000 EACH OCCURRENCE.

AS RESPECTS TO GENERAL LIABILITY: WE WILL NOT COVER ANY PERSON OR ORGANIZATION OR THEIR AGENTS OR EMPLOYEES ENGAGED IN THE DESIGN, MANUFACTURE, MAINTENANCE, REPAIR, SERVICE, OR SALE OF AIRCRAFT, AIRCRAFT ENGINES, COMPONENTS, OR ACCESSORIES, OR ENGAGED IN THE OPERATION OF ANY AIRCRAFT, AIRPORT, HANGAR, FLIGHT SCHOOL, FLIGHT SERVICE, OR PILOTING SERVICE, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF SUCH ACTIVITY.
RE: AIRCRAFT MAINTENANCE SERVICES, BID NO. B191100114104

CERTIFICATE HOLDER

City of Sacramento Police Department
Fiscal Division
Attn: Alina Warrick
5770 Freeport Blvd, #100
Sacramento CA 95822

CANCELLATION 30 Days (10 Days for non-payment)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SterlingRisk of Florida
1001 Airport Rd
Destin FL 32541

CONTACT NAME: Nicole Heise
PHONE (A/C, No, Ext): 850-460-7392 FAX (A/C, No):
E-MAIL ADDRESS: nheise@sterlingrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance Assurance Corp.	11551
INSURER B : ACE American Insurance Company	22667
INSURER C : Starr Specialty Insurance Co.	16109
INSURER D :	
INSURER E :	
INSURER F :	

INSURED DFCINCA-01
DFC, Inc. dba Advanced Helicopter Services
17986 County Road 94B
Woodland CA 95695

COVERAGES CERTIFICATE NUMBER: 1110123426 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		NAF6045765	2/8/2022	2/16/2023	EACH OCCURRENCE	$ 10,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	OTHER:						HangarKeepers Liab.	$ **
B	AUTOMOBILE LIABILITY	Y		CALH25143292004	2/16/2022	2/16/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB / OCCUR	Y		NAF6045765	2/8/2022	2/16/2023	EACH OCCURRENCE	$
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $						AUTO & EL ***	$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000004914	2/16/2022	2/16/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***EXCESS AUTO & EMPLOYERS' LIABILITY - $1,000,000 EXCESS OF $1,000,000

**$5,000,000 EACH AIRCRAFT, $10,000,000 EACH OCCURRENCE.

AS RESPECTS TO GENERAL LIABILITY: WE WILL NOT COVER ANY PERSON OR ORGANIZATION OR THEIR AGENTS OR EMPLOYEES ENGAGED IN THE DESIGN, MANUFACTURE, MAINTENANCE, REPAIR, SERVICE, OR SALE OF AIRCRAFT, AIRCRAFT ENGINES, COMPONENTS, OR ACCESSORIES, OR ENGAGED IN THE OPERATION OF ANY AIRCRAFT, AIRPORT, HANGAR, FLIGHT SCHOOL, FLIGHT SERVICE, OR PILOTING SERVICE, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF SUCH ACTIVITY.
See Attached...

CERTIFICATE HOLDER

City of Sacramento
c/o EXIGIS Risk Management Services
P.O. Box 947
Murrieta CA 92564

CANCELLATION 30 Days (10 Days for non-payment)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: D FC 1 N0CA

LOC #:

ACORD® ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
SterlingRisk of Florida	DFC, Inc. dba Advanced Helicopter Services 17986 County Road 94B Woodland CA 95695
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The City of Sacramento, its officials, employees, and volunteers shall be included as an additional Insured as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors. The City of Sacramento, its officials, employees, and volunteers shall be included as an additional Insured under the Auto Liability policy, but only as respects the operations of the Named Insured. Coverage provided by the above policies is Primary and Non-Contributory with any coverage maintained by the certificate holder. Coverage shall apply separately to each Insured whom claim is made or suit is brought, except with respect to the limits of the Insurer's liability. 30 days (10 for non-payment of premium) Notice of Cancellation will be provided to the certificate holder. Coverage D, Hangarkeepers' Liability covers loss to aircraft occurring while such aircraft is in the care, custody and control of the insured for safekeeping, transit, storage, service or repair, or in the care, custody and control of a third party contracted for transit in lieu of occurring while such aircraft is in the care, custody or control of the insured for safekeeping, storage, service or repair. Spare Parts - 2. Covered Property: (a) aircraft parts; (b) aircraft engines; (c) avionics; (d) aircraft accessories; (e) Ground Testing Equipment provided at all times that the items mentioned above are the property of the insured or of others for which the insured is legally liable in lieu of provided at all times that the items mentioned above are not attached to nor form part of any aircraft and are the property of the Insured or of others for which the Insured is legally liable. Limits: $750,000 per unit / $1,500,000 any one occurrence, any one conveyence, building or location, subject first to a deductible of $5,000 each and every loss.

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Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____

Title:_____

For: Howard Chan, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachments

Exhibit A	Technical Specifications
Exhibit B	Payment
Exhibit C	Insurance
Exhibit D	General Conditions

Attachment 1 to Exhibits A and B

CONTRACTOR:

DFC Inc, dba Advanced Helicopter Services
NAME OF FIRM

Federal I.D. No.

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
_____ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____)

Adam Burriss
Adam Burriss (Jun 30, 2022 08:07 PDT)
Signature of Authorized Person

Adam Burriss Director of Services
Print Name and Title

Additional Signature *(if required)*

Print Name and Title

EXHIBIT B
INSURANCE REQUIREMENTS

Exhibit B:
Insurance Requirements
(Mobile Mechanic Aircraft Maintenance)

Insurance

Vendor/Contractor/Operator shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or in connection with products, materials or services supplied to the City of Stockton and shall include their agents, representatives, employees or subcontractors. With respect to General Liability, Errors & Omissions, Pollution Legal Liability and Remediation, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

A. For aero-nautical and non-aeronautical businesses located at the airport:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including premises liability, products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Vendor/Contractor/Operator has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. Hangarkeeper's Liability: with a limit not less than **$4,000,000** combined single limit per occurrence and **$4,000,000** aggregate.

If the Vendor/Contractor/Operator maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor/Contractor/Operator. Any available insurance proceeds in excess of the

specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Vendor/Contractor/Operator to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Other Insurance Provisions

The General Liability, Automobile Liability, Pollution Legal Liability and Remediation, policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Vendor/Contractor/Operator including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

2. For any claims related to this project or use of facilities, **the (Contractor / Vendor / Operator's) insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, agents, or volunteers shall be excess of the Vendor/Contractor/Operator insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

3. Each insurance policy required shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Vendor/Contractor/Operator

pursuant to the contract. This coverage may also be provided as part of the Pollution Legal Liability and Remediation policy.

If the Airport Liability, General Liability, Pollution Legal Liability and Remediation policy and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.

Umbrella or Excess Policy

The Vendor/Contractor/Operator may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor/Contractor/Operator's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII.

Verification of Coverage

Vendor/Contractor/Operator shall furnish the City of Stockton with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations &

Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor/Contractor/Operator obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Waiver of Subrogation
Vendor/Contractor/Operator hereby grants to City of Stockton a waiver of subrogation which any insurer may acquire against City of Stockton, its officers, officials, employees, and volunteers, from Vendor/Contractor/Operator by virtue of the payment of any loss. Vendor/Contractor/Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Stockton for all work performed by the Vendor/Contractor/Operator, its employees, agents, and subcontractors.

Subcontractors
Vendor/Contractor/Operator shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor/Contractor/Operator shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances
City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

City of Stockton

Legislation Text

File #: 24-0487, **Version:** 1

APPROVE MOTION TO EXECUTE AN AMENDMENT TO THE STANDARD AGREEMENT WITH JOCELYN E. ROLAND, PH.D., ABPP, IN THE AMOUNT OF $117,840

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Authorize the City Manager to approve an amendment to the agreement with Jocelyn. E. Roland, Ph.D., ABPP, by executing a two- year extension, at a cost of $117,840.

2. Approve findings pursuant to the Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

3. Authorize and direct the City Manager to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Summary

The Stockton Police Department (SPD) has used a police and public safety psychologist for critical incident debriefing, including officer-involved shootings, for many years. Dr. Jocelyn E. Roland has provided these services for the SPD since 2008 and is the only board-certified police and public safety psychologist within an 80-mile radius of Stockton. SPD is currently in the first year of an agreement to provide psychological services with Dr. Roland, ending June 30, 2024. Staff recommends Council approve findings to support an exception to the competitive bidding process to allow continued services to be provided by Dr. Roland, authorize the contract amendment to continue services for an additional two years beginning July 1, 2024, and increase the contract amount by $117,840 with a total not to exceed amount of $170,760.

DISCUSSION

Background

The SPD has continued to revamp its Peer Support and Safety Committees into an employee Wellness Unit. This Unit is focused on the mental and physical health of all SPD employees. It serves as an invaluable resource to help employees integrate into the SPD and the dynamic environment in the City of Stockton. Psychological services are needed to ensure the well-being of SPD personnel and is imperative to the success of the department's Wellness Program. Access to a licensed and specifically trained and experienced police psychologist ensures that the services provided meet the unique needs of the SPD personnel.

Dr. Roland has over 27 years of experience working with and aiding police and public safety personnel. She has been Board-Certified in Police and Public Safety Psychology since the inception of this specialty Board in 2011 through the American Board of Professional Psychology. She is the only Board-Certified Specialist within a roughly 80-mile radius of the City of Stockton. Her practice is in Modesto, CA, which allows for confidentiality of personnel seeking treatment. Additionally, she accommodates travel as needed for meetings, debriefings and other requested services that require delivery on SPD grounds.

Dr. Roland has extensive experience in developing wellness programs within law enforcement agencies advising, training, and otherwise supporting staff in an effort to prevent issues that may cause interruption to the department, such as stress or post-traumatic stress disorder, anger control, domestic issues, addiction, sick leave abuse, and other areas of mental health.

Present Situation

Under the current contract, Dr. Roland provides confidential counseling sessions available to all full-time Police Officers, Telecommunicators, Evidence Technicians, and Community Service Officers, as well as their dependents, at no cost to the covered employee. She accommodates urgent appointments for time-sensitive interventions such as post-incident debriefings regarding officer-involved shootings, line-of-duty death, or serious employee injuries. In addition, she is available for consultation with department members 24-hours a day for emergency and non-emergency situations.

The current agreement is a one-year contract, expiring June 30,2024, at a cost of $52,920. Staff recommends that the Council authorize an amendment to extend the contract (Attachment A) for an additional two-year term beginning on July 1, 2024, and ending June 30, 2026, with an annual rate of $58,920.

Findings

Pursuant to Stockton Municipal Code Section 3.68.070, Council may approve findings which support an exception to the competitive bidding process. The exceptions apply here for the following reasons:

1) Due to her long-standing relationship with the SPD, Dr. Roland is able to provide the unique type of psychological services needed to ensure the well-being of SPD personnel.

2) Dr. Roland is Board Certified in Police and Public Safety Psychology and has over 27 years of experience developing and implementing wellness programs for law enforcement agencies.

3) Dr. Roland is the only Board-Certified Psychologist within a roughly 80-mile radius of the City of Stockton that can meet SPD’s needs for psychological services.

4) Dr. Roland accommodates urgent appointments for time-sensitive interventions and is available to department members 24-hours a day for consultation.

FINANCIAL SUMMARY

The total proposed cost of the two-year extension is $117,840, at an annual rate of $58,920. This amendment will bring the total not to exceed cost to $170,760. Sufficient funds for the first year are

budgeted in FY 2024-25 Police Department General Fund Personnel Account 3511-301-630006-100-000-20-35-000-000. Budget for the subsequent years will be subject to Council approval during the annual budget development process.

Attachment A - Standard Agreement Amendment 1 Jocelyn E Roland

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Agreement Number:	**Amendment Number:**
423000708	**1**

This Amendment Number 1 to the above referenced Agreement is entered into on July 1, 2024*:* between the City of Stockton ("City") and Jocelyn E. Roland, Ph.D., ABPP "Contractor".

RECITALS

Exhibit C General Terms and Conditions, Paragraph 7 Changes, states the City may modify the scope of services and any material extension or change in the scope shall be memorialized in a written amendment prior to the performance of additional work; and

Exhibit C General Terms and Conditions, Paragraph 8 Amendment, states no variation of the terms of this Agreement shall be valid unless an Amendment is made in writing and signed by both parties; and

Exhibit A, Option to Renew, states both Parties may extend this Agreement up to two (2) one-year renewals by a written amendment executed by both parties, however, the total term of the Agreement including the extended term shall not exceed 3 years; and

The City needs to renew the term specified in Paragraph 2 of the Standard Agreement to continue psychological services needed for the well-being of the Stockton Police Department personnel; and

The City needs to increase the Compensation, Not to Exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, by $170,760 to pay for the Contractor to provide services for an additional two years; and

Now, therefore, the City and the Contractor mutually agree as follows:

1. The termination date in Paragraph 2 of the Standard Agreement is amended to:
   June 30, 2026

2.The maximum not to exceed amount to be paid to the Contractor, including if authorized, reimbursement of expenses, in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, will now read as follows:

1.1 "The maximum the Contractor shall be paid on this Agreement is $170,760 (hereafter the "not to exceed" amount). The "not to exceed" amount includes City approved reimbursable expenses, if any, and all payments to be made pursuant to this Agreement's sum for the initial term and extended term. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

Initial Term the maximum not to exceed amount is $52,920
Extended Term the maximum not to exceed amount is $117,840
Total maximum compensation to be paid to the Contractor under this Agreement for the initial term and the extended term shall not exceed $170,760

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Jocelyn E Roland, Ph.D., ABPP

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature Date

_____
Printed Name and Title of Person Signing

_____
Address

CITY OF STOCKTON

_____
Harry Black, City Manager Date

ATTEST:

_____
Katherine Roland, CMC, Interim City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, City Attorney

BY: _____

CHANGE ORDER CALCULATOR

Vendor:	Jocelyn E. Roland, Ph.D., ABPP, Licensed Psychologist	Date:	**04/30/24**
Dept:	Police Department	Contract/PO Number:	423000708
Account #	3511-301-630006-100-000-20-35-000-000	Requestor:	S. Zamora

ENTRIES IN BOLD RED INDICATE
YOUR BALANCE OF CM AUTHORITY CCO AMOUNT IS EXCEEDED.
YOU MUST GO TO COUNCIL FOR APPROVAL.

Effective Date: **Dec 2, 2021**
CM Authority: **$ 100,000**

Original Contract Amount:	**$52,920.00**
Original Contract Award Date:	**07/01/23**
Original Contract Expiration Date:	**06/30/24**
Contract Amount to date:	**$170,760.00**
Authorized CCO Amount to date:	**$117,840.00**
Available CCO Funding:	
Contract Expiration to date:	**06/30/26**

CCO No.	Description	Requested CCO Amount	Time Extensions D	Time Extensions M	Time Extensions WD	Required Approval by: CM	Required Approval by: CC	Date CC Approved (mm/dd/yy)	Revised Contract Amount	Revised CCO Authority Balance
PREVIOUSLY APPROVED CCOs										
	Last Council Action									
	Total approved CCOs since last Council Action									
NEW PROPOSED CCOs										
									$52,920.00	**$47,080.00**
1	**Contract extended to 6/30/26**	**$117,840.00**		**24**			**Y**		**$170,760.00**	**($70,760.00)**
	Total CCO Amount and Time Extension To-Date ----->	**$117,840.00**		**24**						

City of Stockton

Legislation Text

File #: 24-0546, **Version:** 1

APPROVE A MOTION TO ENTER INTO A COOPERATIVE AGREEMENT WITH SHI GOVERNMENT SOLUTIONS AND THEIR AUTHORIZED DEALER, CITY DETECT INC. THROUGH OMNIA PARTNERS FOR TOTAL CLOUD SOLUTIONS AND SERVICES

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Authorize the City Manager to execute a cooperative agreement (Attachment A) with SHI Government Solutions and their authorized dealer, City Detect, to provide Total Cloud Solutions and Services through a cooperative contract with Omnia Partners Contract Number R220804, for a total not-to-exceed amount of $712,800, and a term from June 1, 2024 through September 30, 2025, with the option to renew for two (2) additional one-year extensions;

2. Approve findings pursuant to Stockton Municipal Code Section 3.68.070 in support of an exception to the competitive bid process; and

3. Authorize the City Manager to take necessary and appropriate actions to carry out the purpose and intent of this motion.

Summary

The proposed cooperative agreement with SHI Government Solutions (SHI) and its authorized dealer, City Detect Inc., is for the purchase of professional services related to Total Cloud Solutions and Services. The SHI agreement was established through a competitive bid process conducted by Omnia Partners (Omnia).

It is recommended that City Council approve a motion authorizing the City Manager to execute a cooperative agreement with SHI Government Solutions and their authorized dealer, City Detect Inc, for a total not-to-exceed amount of $712,800, and a term from June 1, 2024, through September 30, 2025, with the option to renew for two (2) additional one-year extensions.

DISCUSSION

Background

The Stockton Police Department's Neighborhood Services Section (NSS) plays a crucial role in maintaining safety, health, and quality of life within the communities. They ensure that buildings, structures, and properties comply with local regulations, building codes, and zoning ordinances and enforce the Stockton Municipal Code.

NSS currently has 41 full time employee budgeted positions, 20 of which are Code Enforcement Officers (CEO). CEO's respond reactively to violation complaints received by NSS. In addition, they are responsible for identifying violations proactively, which helps to prevent potential issues from escalating, ensures compliance with regulations, promotes public safety, and maintains community standards effectively.

Staffing challenges have caused NSS to primarily be reactive to complaints rather than proactively identifying violations and educating the public. Staff have worked to increase recruitment efforts related to the vacant CEO positions but have faced challenges. These vacancies impact staffs ability to monitor, prioritize, educate, and proactively address property violations and urban blight effectively. This often results in delayed responses, potential escalation of minor issues, and an increased burden on the team members thereby increasing the risks of burnout and workforce turnover.

In addition, current methods of property condition monitoring are subject to human interpretation and time constraints. These inefficiencies hinder informed, unbiased, data-driven decision-making in an evolving urban environment with rapidly fluctuating conditions. The lack of accessible data makes data-driven initiatives seem disconnected from the communities they aim to serve. Staff researched possible solutions to determine how to address the proactive and educational component of NSS.

Present Situation

City Detect is an artificial intelligence (AI) company that uses mounted cameras and computer vision to objectively and proactively detect, map, and report building decay and code violations. Leveraging cutting-edge AI and computer vision technology, City Detect provides detailed, near-real-time insights into the condition of the environment. Cameras are mounted to fleet vehicles and use proprietary AI algorithms to analyze various scenarios throughout communities. This results in detailed, actionable reports to inform decision-making and strategic planning. Its machine learning system analyzes housing stock and the built environment exponentially faster than traditional reporting methods. City Detect is the only authorized Code Enforcement Artificial Intelligence software providing this service, which offers solutions to the staffing challenges discussed above. By providing objective, data-driven insights into housing and urban conditions, City Detect can significantly enhance the City's capacity for effective, efficient, and proactive urban management, leading to a more sustainable and well-maintained environment.

On January 26th, 2024, NSS completed a 1-week pilot program with City Detect. During a 5-day period, City Detect identified over 4,000 code violations on over 2,000 locations. Items such as overgrown lawns, vehicles parking on unapproved surfaces, peeling paint, boarded windows and graffiti were some of the violations identified. Once identified, locations are given a relative blight score, which is a numerical value or rating used to assess the level of blight or deterioration in a particular area or property relative to other areas or properties in order to allow NSS to prioritize resources and interventions for revitalization efforts.

The data City Detect provides would allow staff to begin with an educational approach with the community, rather than initiating with enforcement first. Community education plays a vital role in code enforcement by increasing public awareness of regulations, fostering compliance, and creating a sense of shared responsibility among residents to maintain standards, ultimately leading to a safer and more harmonious community.

The cooperative agreement with SHI Government Solutions and their authorized dealer, City Detect Inc., will provide the City access to competitive pricing for vehicle mounted cameras, artificial intelligence software, and maintenance services for a total estimated amount of $237,600, per year.

Year 1:	$237,600
Optional Year 2:	$237,600
Optional Year 3:	$237,600
Total:	$712,800

Staff and SHI's authorized dealer, City Detect Inc, utilized the Omnia cooperative agreement for competitive pricing. The selection criteria for the professional services remains valid, and the Omnia cooperative agreement provides the City with professional services that will deploy advanced camera systems and AI to systematically collect, process, and analyze the condition of residential and public properties within the City of Stockton. City Detect, Inc. is the only Authorized SHI Dealer for AI service.

Staff recommends entering into a cooperative agreement (Attachment A) to utilize the Omnia Contract Number R220804 for Total Cloud Solutions and Services and award a contract with SHI Government Solutions and its authorized dealer, City Detect Inc., for a total not-to-exceed amount of $712,800 and a term from June 1, 2024 through September 30, 2025, with the option to renew for two (2) additional one-year extensions. Year one expiration date coincides with the terms of the cooperative agreement.

Findings

Stockton Municipal Code Section 3.68.070(A)(5) provides an exception to the competitive bidding process where the City accesses the terms of a competitively bid and negotiated cooperative purchasing agreement and where the City Council has approved findings that support and justify the exception.

The findings are as follows:

1. City's Procurement Office recommends the use of this participating agreement and the City's cooperative purchase agreement, as it meets the criteria as an exception to the competitive bidding process.

2. Procurement confirmed that the Omnia Partners contract was solicited and awarded by Region 4 Educations Services Center (ESC) through an open and competitive process and meets the City of Stockton's procurement regulations.

3. City Detect Inc is the only Authorized SHI Dealer for Total Cloud Solutions and Services.

4. Participation in the Omnia agreement with SHI and its authorized dealer, City Detect Inc, will provide the City with significant cost benefits on prices.

FINANCIAL SUMMARY

Budget for year one of this contract in the amount of $237,600 is included in the Fiscal Year 2023-24, Police Department's NSS Measure A Operational Budget. Future year expenditures (years 2 through 3) will be included in the annual budget appropriation process.

Attachment A - Cooperative Agreement with Omnia Partners

CITY OF STOCKTON

COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	*Omnia Partners*
2. Contractor:	*SHI Government Solutions & Authorized SHI Dealer, City Detect Inc*
3. Cooperative Agency Agreement Name and Agreement Number:	*#R220804 for Total Cloud Solutions and Services*
4. Cooperative Agency Initial Agreement Term:	Start Date: *October 1, 2022* End Date: *September 30, 2025*
5. Cooperative Agency's Agreement-Options to extend:	*Option to renew for two (2) additional one-year periods through September 30, 2027*
6. Cooperative Agency Amended Term:	*N/A*
7. Cooperative Agency Remaining Options to Renew:	N/A
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: June 2024 End Date: September 30, 2025
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed $_712,800.00_____ for the term of the Agreement. *(This amount may include a contingency amount; however, the amount shall be the aggregate amount of spend that is anticipated for the entire **initial** term of the Agreement.)*

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced #R220804 for Total Cloud Solutions and Services ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card

(credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** This Agreement shall remain in effect from date of the signing of this Agreement through September 30, 2025 ("Term") unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor, the City has the option to extend the term of this Agreement by written amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for *Total Cloud Solutions and Services* available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed $712,800.00 for the purchase of *professional services that will deploy advanced camera systems and artificial intelligence (AI) to systematically collect, process and analyze the condition of residential and public properties within the City of Stockton*. Any person signing this Agreement on behalf of City or Contractor warrants that he or she has full authority to do so.

4. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

_____
Harry Black, City Manager

Date:_____

ATTEST:

_____
Katherine Roland, CMC, CPMC
Interim City Clerk

APPROVED AS TO FORM:

_____
Lori Asuncion, City Attorney

_____
Print name

SHI GOVERNMENT SOLUTIONS

By: _____
Signature

_____
Print name

Title: _____

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: _____
Signature

Title: _____

EXHIBIT A

OMNIA PARTNERS CONTRACT #R220804 AND ASSOCIATED DOCUMENTS

(Intentionally left blank see attached documents)

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

Solicitation Number 22-08

Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC")

for

Total Cloud Solutions and Services

SUBMITTAL DEADLINE: Tuesday, April 26, 2022, 10:00 AM CENTRAL TIME

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than March 23, 2022. All questions and answers will be posted to https://www.esc4.net/services/purchasing/region-4-omnia-solicitations. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. 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.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 p.m. central time. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened. **Due to continuing Covid-19 protocols, Region 4 ESC remains closed to the public. The bid opening will be conducted via Zoom. Join at:** https://esc4.zoom.us/j/86377527918; or (346) 248-7799; Meeting ID: 863 7752 7918

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on Tuesday, March 22, 2022, at 10:00_am CST

Join Zoom Meeting at https://esc4.zoom.us/j/86377527918; or (346) 248-7799; Meeting ID: 863 7752 7918 The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: March 9, 2022

I. SCOPE OF WORK

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Total Cloud Solutions and Services. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers Total Cloud Solutions and Services, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 serves a seven-county area comprised of 47 public school districts and 40 open-enrollment charter schools, representing more than 1.2 million students, 105,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being "piggybackable."

NATIONAL CONTRACT

The Region 4 Education Service Center, as the Principal Procurement Agency, defined in APPENDIX D, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 Education Service Center is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX A, or as otherwise agreed to. APPENDIX A contains additional information about OMNIA Partners and the cooperative purchasing program.

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

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

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Total Cloud Solutions purchased under the Master Agreement through OMNIA Partners is approximately $100 million. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

Contractor Requirements

The intent of this solicitation is to establish a contract for a comprehensive product offering with the ability to provide eligible public agencies with multiple solutions to meet their needs. Therefore, we are requesting Respondents to offer product/services and meet the specified requirements as defined in this RFP.

II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Event	Date
Issue RFP	March 9, 2022
Pre-proposal Conference	March 22, 2022
Deadline for receipt of questions via email	March 23, 2022
Issue Addenda (if required)	TBD
Proposal Due Date	April 26, 2022
Approval from Region 4 ESC	June 28, 2022
Contract Effective Date	October 1, 2022

III. INSTRUCTIONS TO OFFERORS

1. Key Definitions
   Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.
   Contractor: Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.
   Days: calendar days
   Offeror: A supplier submitting a proposal in response to a solicitation.

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than March 23, 2022. All questions and answers will be posted to https://www.esc4.net/services/purchasing/region-4-omnia-solicitations. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. 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.

3. Restricted and Prohibited Communications with Region 4 ESC**:** During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

   The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

   Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

   - Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
   - Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
   - Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

4. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.

5. Proposal Format: Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract.

   Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

   Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine. Please note: due to COVID-19, revised instructions will be addressed during the preproposal conference

   Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

6. **Binder Tabs:**

   Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

   a. Terms and Conditions Acceptance Form (Appendix B)

   Tab 2 – Products/Pricing

   Tab 3 – Performance Capability

   a. OMNIA Partners documents (Appendix D)

   Tab 4 – Qualification and Experience

   a. References

   Tab 5 – Value Add

Tab 6 – Additional Required Documents (Appendix C)

a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)

b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)

c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)

d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)

e. Any additional agreements Offeror will require Participating Agencies to sign

7. Additional Agreements: If an Offeror requires additional agreements, i.e., master service agreement, end user licensing agreement, etc. a copy of the proposed agreement must be included with the proposal. Any additional agreements provided by the Offeror are complimentary to the terms and conditions stated herein or for the use of Participating Public Agencies and shall not replace Appendix A

8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

   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 or Contractor. 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. After completion of award, these documents will be available for public inspection.

9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:

   a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.

      Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.

   b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that

would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

    Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

    From_____

    Company_____

    Address_____

    City, State, Zip _____

    Solicitation Name and Number _____Due Date and Time_____

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case,

Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.

16. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.

17. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.

18. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).

19. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.

20. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the

exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

22. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.

23. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.

24. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.

25. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.

26. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

    a) Name, address and telephone number of protester;
    b) Original signature of protester or its representative;
    c) Identification of the solicitation by RFP number;
    d) Detailed statement of legal and factual grounds including copies of relevant documents; and
    e) the form of relief requested.

    Any protest review and action shall be considered final with no further formalities being considered.

IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

   a) Products/Pricing (40 Points)
   b) Performance Capability (30 Points)
   c) Qualification and Experience (20 Points)
   d) Value Add (10 Points)

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

   a) Products and Services /Pricing

   i. Offerors shall provide pricing based on a discount or discount range 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, they 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. For services, Offerors shall describe how professional services and technical solutions are priced, i.e., hourly, by project, etc. Offerors may elect to limit their proposals to any category or categories.

   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

   Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e., Pin or Jump Drives).

   iii. ***<u>Public Cloud Service Providers (CSPs)</u>*** – For each CSP your company is authorized to resell please:

   a) Specify the Service Model(s) and Deployment Model(s) supported as defined by SP 800, The NIST Definition of Cloud Computing.

   b) Provide proof of your company's authorization to resell

   - For CSPs primarily engaged in delivery IaaS/PaaS, proof of authorization to resell must come for CSP

- For CSPs primarily engaged in delivering SaaS, proof of authorization to resell may come from either the CSP or an authorized distribution channel

c) Copy of (or link) any current CSP Service Level Agreement (SLA)
d) Copy of (or link) for any other relevant terms and conditions that may be required by the CSP
e) CSA STAR Self-Assessment

- All proposed public CSPs must achieve a LEVEL ONE: CSA STAR Self- Assessment by completing a Consensus Assessments Initiative Questionnaire (CAIQ) or submitting a report documenting compliance with Cloud Controls Matrix (CCM) that is current and publicly available at the CSA Star Registry.

Private Cloud Infrastructure - Describe your capability and approach to providing private cloud environments to your Customers. For each CIP your company is authorized to sell, please:

a) Specify how its solutions are relevant to private cloud infrastructure
b) Provide proof of your company's authorization to resell

- Proof of authorization to resell may come from either the CIP or an authorized distribution channel

Cloud Application – Describe your capability and approach to:

a) Modernizing and migrating legacy applications to run on Customer clouds
b) Developing and deploying new applications to run on Customer clouds

Managed Cloud Services – Describe your capability and approach to managing cloud services to Customer running solutions on public and/or private clouds

Services – Describe any additional cloud services

iv. Is pricing available for all products and services?
v. Describe your unique offerings or attributes of your company and/or cloud solutions offering as compared to your competition and how its differentiators provide additional value to Region 4 and OMNIA Partners members
vi. .
vii. Provide pricing for warranties on all products and services.
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.
ix. Describe how customers verify they are receiving Contract pricing.
x. Describe payment methods offered.
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.

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.
xiii. Provide any additional information relevant to this section.

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 pricing structure is not acceptable.

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.
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 exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
iv. Describe how Offeror responds to emergency orders.
v. What is Offeror's average Fill Rate?
vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.
vii. Describe Offeror's return and restocking policy.
viii. Describe Offeror's ability to meet service and warranty needs.
ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
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.
xi. Describe Offeror's contract implementation/customer transition plan.
xii. Describe the financial condition of Offeror.
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.
xiv. Describe the Offeror's safety record.
xv. Provide any additional information relevant to this section.

c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.
ii. Describe Offeror's reputation in the marketplace.
iii. Describe Offeror's reputation of products and services in the marketplace.
iv. Describe the experience and qualification of key employees.
v. Describe Offeror's experience working with the government sector.
vi. Describe how your company will assist in educating customers on the distinct difference of IaaS, PaaS and SaaS offerings and responsibilities.
vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
viii. Provide a minimum of 5 customer references relating to the products and services within this RFP within the past three (3) years. References should include at least one customer who is:
   a) Using a Microsoft Azure Solution
   b) Using an Amazon Web Solution (AWS) Solution
   c) Academic/education leveraging a cloud solution
   d) Using a PaaS solution
   e) Has purchased an IaaS solution
   f) Provide any other significant information about your company that is relevant to demonstrating your experience in the cloud marketplace

   Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
ix. Provide any additional information relevant to this section.

d) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

3. 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.

4. 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.

5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 2022 by and between _____ _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 22-08 ("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. The 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 to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

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.

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 _____

Address _____

City/State/Zip _____

Telephone No. _____

Email Address _____

Printed Name _____

Title _____

Authorized signature _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term_____to _____

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

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.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ 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.

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(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 confident 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.)

_____ _____

Date *Authorized Signature & Title*

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm 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 proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal 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.

Company _____

_____

_____

Address _____

_____

Phone _____

Fax _____

Contact

_____
Signature

_____
Printed Name

_____
Position with Company

Official Authorizing Proposal

_____
Signature

_____
Printed Name

_____
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295)

DO NOT RETURN THIS FORM; MUST FILE APPLICATION (IF APPLICABLE)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

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, _____, as an authorized representative of

_____, 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.

_____ _____
Signature of Named Authorized Company Representative Date

APPENDIX D

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

The **Region 4 Education Service Center** (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Total Cloud Solutions and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

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

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

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

1.2 Marketing, Sales and Administrative Support

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

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

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

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

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

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

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

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

Suppliers are required to pay an Administrative Fee of three percent (3%)of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $100 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

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

1.5 Objectives of Cooperative Program

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

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

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

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

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

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

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.

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

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

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

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

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

I. Describe how supplier differentiates itself from its competitors.

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

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.

L. Describe any debarment or suspension actions taken against supplier

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.

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.

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.

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

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

3.3 Marketing and Sales

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

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

   ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

   iii. Design, publication and distribution of co-branded marketing materials within first 90 days

   iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space

will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

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.

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.

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

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

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

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.

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

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.

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.

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.

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").

$_____.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.

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.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency: **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS

Supplier Name:		Total Sales	$0.00
Contract Number:		Admin Fee %	
Reporting Period:		Total Admin Fee	$0.00

Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	FOR OMNIA USE ONLY			
													Wildcard	UniqueId	Rebate Due	Rebate Name

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

(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 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 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: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____Date: _____

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. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

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 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 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,_____, 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

_____

Name and Title of Contractor's Authorized Official

_____

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. 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.

13. 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.

14. 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.

15. 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."

16. 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."

17. 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: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey 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 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

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.

DOC #1

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: _____

Organization Address: _____

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

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):		Title:	
Signature:		Date:	

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.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
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 _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

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 photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

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 upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

_____ _____

Date ***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

DOC #4

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:			
Address:			
City:		State:	Zip:

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

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)

DOC #4, continued

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 #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: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

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.

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/

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: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

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

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9

MCBRIDE-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 #: _____ **VENDOR/BIDDER:** _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

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

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

CHECK THE APPROPRIATE BOX

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

OR

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

CERTIFICATION

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

_____ _____
Signature Date

_____
Print Name and Title

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT

LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR

CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR

BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR

COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR

FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR

JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR

MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR

OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION

SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR

TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR

YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT

DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 22-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")

for

Total Cloud Solutions and Services

SUBMITTAL DEADLINE: Tuesday, April 26, 2022, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Total Cloud Solutions and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Total Cloud Solutions and Services. Addendum No. 1 is hereby issued as follows:

1. **Deadline for Receipt of Questions via Email:** The submittal deadline for questions for this RFP is hereby changed from Wednesday, April 23, 2022, and extended as indicated below:

   - Thursday, April 24, 2022, EOD @ 5:00 pm Central Time

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

ATTACHMENT A

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 22-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")

for

Total Cloud Solutions and Services

SUBMITTAL DEADLINE: Tuesday, April 26, 2022, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Total Cloud Solutions and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Total Cloud Solutions and Services. Addendum No. 1 is hereby issued as follows:

1. **Deadline for Receipt of Questions via Email:** The submittal deadline for questions for this RFP is hereby changed from Wednesday, April 24, 2022, and extended as indicated below:

   - Thursday, **March 24, 2022**, EOD @ 5:00 pm Central Time

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

ATTACHMENT A

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 22-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")

for

Total Cloud Solutions and Services

SUBMITTAL DEADLINE: Tuesday, May 3, 2022, 2:00 PM CENTRAL TIME

This Addendum No. 3 amends the Request for Proposals (RFP) for Total Cloud Solutions and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Total Cloud Solutions and Services. Addendum No. 3 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for receipt of proposals is hereby changed from Tuesday, April 26, 2022 @ 10:00 AM and extended as indicated below and above:

   - Tuesday, May 3, 2022 @ 2:00 PM CENTRAL TIME

     Join Zoom Meeting
     https://esc4.zoom.us/j/82876182175 or 13462487799#

     Meeting ID: 828 7618 2175

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 4

Solicitation Number 22-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")

for

Total Cloud Solutions and Services

SUBMITTAL DEADLINE: Tuesday, May 3, 2022, 2:00 PM CENTRAL TIME

This Addendum No. 4 amends the Request for Proposals (RFP) for Total Cloud Solutions and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Total Cloud Solutions and Services. Addendum No. 4 is hereby issued as follows:

- **Exhibit H: New Jersey Compliance:** Exhibit H (DOC # 8) in the OMNIA Partners documents has been replaced in its entirety with the following page to reflect the State of New Jersey compliance guidelines updated link.

ATTACHMENT A

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: _____ Title: _____

Signature: _____ Date: _____

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Arizona Business Gazette
The business resource

PO BOX 194
Phoenix, Arizona 85001-0194
(602) 444-7315 FAX (602) 444-5901

PNI-Arizona Business Gazette

OMNIA PARTNERS
840 CRESCENT CENTRE DR # 600
FRANKLIN, TN 37067-4687

Order # 0005157551 **# of Affidavits** 1

P.O #

Published Date(s):

03/10/22

STATE OF WISCONSIN
COUNTY OF BROWN } **SS.**

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.

Sworn to before me this

10 TH day of
MARCH 2022

Notary Public

My Commission expires: 9/19/25

VICKY FELTY
Notary Public
State of Wisconsin

AFFIDAVIT OF PUBLICATION

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Total Cloud Solutions and Services (RFP No. 22-08).
In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022,
11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST
Pub: March 10, 2022

ATTACHMENT A

PO BOX 271693
SALT LAKE CITY UTAH 84127
FED. TAX I.D.# 87-0128317
801-204-6910

DeseretNews

PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

OMNIA Partners
OMNIA Partners
840 Crescent Centre Dr #600
Franklin, TN 37067

ACCOUNT NUMBER

56342

ACCOUNT NAME

OMNIA Partners

TELEPHONE

615-786-1149

ORDER #

DN0015592

CUSTOMER REFERENCE NUMBER

RFP 22-08

CAPTION

REQUEST FOR PROPOSALS The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Total Cloud Solutions and Services (RFP No. 22-08).

TOTAL COST

$35.48

REQUEST FOR PROPOSALS

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08)**. In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022,
11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST
DN0015592

AFFIDAVIT OF PUBLICATION

AS THE DESERET NEWS, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **LEGAL NOTICE FOR OMNIA PARTNERS** WAS PUBLISHED BY DESERET NEWS, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 03/11/2022

DATE 03/14/2022

SIGNATURE Karyn Vigil

STATE OF UTAH
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 14th DAY OF MARCH IN THE YEAR 2022

BY KARYN VIGIL

LENEA TAPUSOA
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 712892
COMM. EXP. 07-06-2024

Tapusoa

NOTARY PUBLIC SIGNATURE

FYI - This went in the mail 3/10/22 ?

*** Proof of Publication ***

ATTACHMENT A

HELENA INDEPENDENT RECORD
2222 Washington St
Helena, MT 59602
Ph: (406) 447-4000

OMNIA Partners

Susan Passman

840 Crescent Centre Dr Suite 600

Franklin, TN 37067

ORDER NUMBER 95919

The undersigned, being duly sworn, deposes and says. That she is the principal clerk of The HELENA INDEPENDENT RECORD, a newspaper of general circulation published daily in the City of Helena, in the County of Lewis & Clark, State of Montana, and has charge of the advertisements thereof:
That the Legal

a true copy of which is printed, was published in said newspaper for the same number of insertions provided below.

March 9, 2022

STATE OF MONTANA
County of Lewis & Clark

Subscribed and sworn to me this 14th day of March, 2022

Section: Legal

Category: 0701 Legals Helena

PUBLISHED ON: 03/09/2022

TOTAL AD COST: 59.14

FILED ON: 3/14/2022

Billie Jo Williams

NOTARY PUBLIC for the State of Montana
Printed Name: Billie Jo Williams
Residing at Clancy, Montana 59634
My commission expires August 31, 2022

(Notary Seal)

BILLIE JO WILLIAMS NOTARIAL SEAL STATE OF MONTANA

BILLIE JO WILLIAMS
NOTARY PUBLIC for the
State of Montana
Residing at Clancy, Montana
My Commission Expires
August 31, 2022

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08).** In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations
VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022,
11:00 AM CST
PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST
March 9, 2022 **MNAXLP**

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
(RFP No. 22-08) Total Cloud Solutions and Services

STATE OF HAWAII }
} SS.
City and County of Honolulu }

Doc. Date: MAR 0 9 2022 **# Pages:** 1
Notary Name: COLLEEN E. SORANAKA First Judicial **Circuit**
Doc. Description: Affidavit of Publication
MAR 0 9 2022
Notary Signature Date

COLLEEN E. SORANAKA NOTARY PUBLIC No. 90-263 STATE OF HAWAII

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08).** In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022, 11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST
(SA1365370 3/9/22)

Lisa Sakakida being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

Honolulu Star-Advertiser 1 times on:
03/09/2022
MidWeek 0 times on:

The Garden Island 0 times on:

Hawaii Tribune-Herald 0 times on:

West Hawaii Today 0 times on:

Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.

Lisa Sakakida

Subscribed to and sworn before me this 9th day of March A.D. 20 22

Colleen E. Soranaka, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Jan 06 2024

COLLEEN E. SORANAKA NOTARY PUBLIC No. 90-263 STATE OF HAWAII

Ad # 0001363570

ICSP NO.: _____

HC MEDIA GROUP

HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

OMNIA PARTNERS 0034186345
RAN A LEGAL NOTICE
SIZE BEING: 2 x15 L

Product	Date	Class	Page
HCN Cypress Creek Champions	Mar 9 2022	Bids and Proposals	A 13
HCN Cypress Creek Cypress	Mar 9 2022	Legal Notices	
HCN Tomball Potpourri	Mar 9 2022	Legal Notices	
HCN Cypress Creek Champions	Mar 16 2022	Bids and Proposals	A 15
HCN Cypress Creek Cypress	Mar 16 2022	Legal Notices	
HCN Tomball Potpourri	Mar 16 2022	Legal Notices	

Victoria Bond & R Clark

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 16th Day of March A.D. 2022

VERONICA TYRONE STOVALL
7163357
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
FEBRUARY 10, 2024

Veronica Tyrone-Stovall

Notary Public in and for the State of Texas

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08).**
In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at **www.esc4.net** or **https://www.omniapartners.com/publicsector/solicitations**

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022,
11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST

STATE OF MAINE

County of Kennebec
City of AUGUSTA

Being duly sworn, says he/she is Stephanie Hallee Stephanie Hallee
Of the Kennebec Journal/Morning Sentinel, daily newspapers in the City of Augusta / Waterville, State of MAINE:

PUBLIC NOTICE:
The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08)**.
In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022,
11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST

Has been published in the said Kennebec Journal:
03/09/22
Has been published in the said Morning Sentinel:
03/09/22

Subscribed and sworn before me this:
03/10/22

Wendy Lee Clement

My Commission Expires

WENDY LEE CLEMENT
NOTARY PUBLIC
KENNEBEC COUNTY
MAINE
MY COMMISSION EXPIRES MARCH 28, 2025

Wendy Lee Clement

Name OMNI Partners
Caption: **The Region 4 education Service Center**
Ad Number 0335409

-366-5601 • cmnclassified@centralmaine.com

SSIFIED

INSIDE
Legal Ads
Garage Sales
Antiques & Auctions

Public Notices

oposals ed to n of rvices' oned ss by oned ot be ntract

ID provided. Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, at: Proposals@maine.gov. Proposal submissions must be received no later than 11:59 p.m., local time, April 19, 2022. Proposals will be opened the following business day. Proposals not submitted to the Division of Procurement Services' aforementioned e-mail address by the aforementioned deadline will not be considered for contract award.

Public Notice

State of Maine
Maine Public Utilities Commission
RFP# 202202020
Expert Consulting Services for Offshore Wind Cost Evaluation and Contract Negotiations

The State of Maine Public Utilities Commission is seeking proposals for Expert Consulting Services for Offshore Wind Cost Evaluation and Contract Negotiations. A copy of the RFP, as well as the Question & Answer Summary and all amendments related to the RFP, can be obtained at: https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps

Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, at: Proposals@maine.gov. Proposal submissions must be received no later than 11:59 p.m., local time, on April 5, 2022. Proposals will be opened the following business day. Proposals not submitted to the Division of Procurement Services' aforementioned e-mail address by the aforementioned deadline will not be considered for contract award.

Public Notice

State of Maine
Maine Public Utilities Commission
RFP# 202202019
Financial Consulting Services for Utility Cases

The State of Maine Public Utilities Commission is seeking proposals for expert financial consulting services to assist the Commission in its evaluation of utility matters over the next four years.

A copy of the RFP, as well as the Question & Answer Summary and all amendments related to the RFP, can be obtained at: https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps

Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, at: Proposals@maine.gov. Proposal submissions must be received no later than 11:59 p.m., local time, on April 5, 2022. Proposals will be opened the following business day. Proposals not submitted to the Division of Procurement Services' aforementioned e-mail address by the aforementioned deadline will not be considered for contract award.

Public Notice

The Region 4 Education Service Center (ESC),

Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08).**

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022, 11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST

Public Notice

Washington County Community College

located in Calais, Maine is soliciting bids to supply and install a Next Generation campus firewall. For additional information and specifications of project visit https://www.wccc.me.edu/about-wccc/news-info/rfp/.

SUBSCRIBE AND SAVE.

AFFIDAVIT OF PUBLICATION

ATTACHMENT A

STATE OF NEVADA)
COUNTY OF CLARK) SS:

OMNIA PARTNERS
#600
840 CRESCENT CENTRE DR
FRANKLIN TN 37067

Account # **191420**
Ad Number **0001183411**

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 03/09/2022 to 03/09/2022, on the following days:

03 / 09 / 22

REQUEST FOR PROPOSALS

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08).**

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022, 11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST

PUB: March 9, 2022
LV Review-Journal

/S/ _____
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 9th day of March, 2022

Notary _____

MARY A. LEE
Notary Public, State of Nevada
Appointment No. 21-7624-01
My Appt. Expires Dec 15, 2024

LOCALiQ

Observer-Dispatch
Times Telegram | New Jersey Herald
Times Herald-Record

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Kimberly Busser
OMNIA Partners
840 Crescent Centre DR # 600
Franklin TN 37067-4687

STATE OF NEW JERSEY, COUNTY OF SUSSEX

The New Jersey Herald, a newspaper printed, published and of general circulation in the County of Sussex, State of New Jersey, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

03/09/2022

and that the fees charged are legal.
Sworn to and subscribed before on 03/09/2022

Legal Clerk

Notary, State of WI, County of Brown 9.19.25

My commision expires

Publication Cost:	$18.03	
Order No:	6995589	# of Copies:
Customer No:	721509	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

NOTICE

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08).**
In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022, 11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST
March 9, 2022 pf$10.53

AFFIDAVIT OF PUBLICATION

MAKE IT OFFICIAL DJC PUBLIC NOTICE

DJC OREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
TOTAL CLOUD SOLUTIONS AND SERVICES
The Region 4 Education Service Center; Bid Location Houston, TX, Harris County; Due 04/26/2022 at 10:00 AM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

3/9/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **9th** DAY OF **March, 2022**

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
MICHELLE ANNE ROPP
NOTARY PUBLIC - OREGON
COMMISSION NO. 981091
MY COMMISSION EXPIRES NOVEMBER 05, 2022

THE REGION 4 EDUCATION SERVICE CENTER
TOTAL CLOUD SOLUTIONS AND SERVICES
Proposals due 10:00 am, April 26, 2022
REQUEST FOR PROPOSALS

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08).**

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022, 11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST

Published Mar. 9, 2022. 12096816

Kimberly Busser
Omnia Partners
840 Crescent Centre Dr Ste 600
Franklin, TN 37067-4687

Order No.: 12096816
Client Reference No:

ATTACHMENT A

Richmond Times-Dispatch

Advertising Affidavit

Account Number

6067881

300 E. Franklin Street
Richmond, Virginia 23219
(804) 649-6208

Date

March 14, 2022

OMNIA PARTNERS
840 CRESCENT CENTRE DRIVE
SUITE 600
FRANKLIN, TN 37067

Date	Category	Description	Ad Size	Total Cost
03/18/2022	Propos-Sld Bids-RFP	The Region 4 Education Service Center (ESC), Houston, TX is	2 x 0 L	115.20

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08).**
In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations
VIRTUAL PRE-PROPOSAL CONFERENCE: Tuesday, March 22, 2022, 11:00 AM CST
PROPOSAL DUE DATE: Tuesday, April 26, 2022, BEFORE 10:00 AM CST

Publisher of the Richmond Times-Dispatch

This is to certify that the attached The Region 4 Education Se **was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates:**

03/09/2022

The First insertion being given ... 03/09/2022

Newspaper reference: 0001313395

Sworn to and subscribed before me this Monday, March 14, 2022

Kimberly Kay Harris
Notary Public

Brenda Bruce
Billing Representative

Kimberly Kay Harris
NOTARY PUBLIC
Commonwealth of Virginia
Reg. No. 356753
Commission Exp. Jan. 31, 2025

State of Virginia
County of Hanover
My Commission expires _____

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

This space for filing stamp only

SAN BERNARDINO COUNTY SUN

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408
Telephone (909) 889-9666 / Fax (909) 884-2536

KIM BUSSER
OMNIA PARTNERS
840 CRESCENT CENTRE DR #600
FRANKLIN, TN - 37067

SB #: 3562330

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Total Cloud Solutions and Services (RFP No. 22-08). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations
VIRTUAL PRE-PROPOSAL CONFERENCE: Tuesday, March 22, 2022, 11:00 AM CST
PROPOSAL DUE DATE: Tuesday, April 26, 2022, BEFORE 10:00 AM CST
3/9, 3/16/22

SBS-3562330#

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:

RFP No. 22-08

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

03/09/2022, 03/16/2022

Executed on: 03/16/2022
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

Email

A0000059685 99

STATE OF WASHINGTON -- KING COUNTY

--ss.

403649 No.

OMNIA PARTNERS

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:TOTAL CLOUD SOLUTION

was published on

03/09/22

The amount of the fee charged for the foregoing publication is the sum of $79.50.

JENNIFER A BARNES 96738 NOTARY PUBLIC COMM. EXPIRES 10-24-23 STATE OF WASHINGTON

Subscribed and sworn to before me on

03/09/2022

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

Region 4 Education Service Center, Houston, TX

Total Cloud Solutions and Services

Proposals Due: April 26

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08).**

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations

VIRTUAL PRE-PROPOSAL CONFERENCE: Tuesday, March 22, 2022, 11:00 AM CST

PROPOSAL DUE DATE: Tuesday, April 26, 2022, BEFORE 10:00 AM CST

Date of publication in the Seattle Daily Journal of Commerce, March 9, 2022.

3/9(403649)

CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE TIMES-PICAYUNE/ THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana, or published daily in THE ACADIANA ADVOCATE in

03/09/22

Joy Newman, Public Notices Representative

Sworn and subscribed before me by the person whose signature appears above

3/9/22

M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite

M. MONIC McCHRISTIAN
NOTARY PUBLIC
NOTARY NO. 88293
STATE OF LOUISIANA

OMNIA PARTNERS 62621

840 Crescent Centre Dr # 600
Franklin, TN 37067

PUBLIC NOTICE

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08).**
In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations

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PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST

62621-mar 9-1t

Certificate of the Publisher

The Herald-News

Description:RFP 22-08 REGION 4 EDUCAT
1964543
RFP 22-08

OMNIA PARTNERS
#600
840 CRESCENT CENTRE DR
FRANKLIN TN 37067

Shaw Media certifies that it is the publisher of The Herald-News.
The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on
03/09/2022

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.
In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on
9th day of March, A.D. 2022

Shaw Media By:

J. Tom Shaw, Publisher

Account Number 10174037 Amount $65.96

PUBLIC NOTICE

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08).** In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations

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(Published in Herald-News March 9, 2022)1964543

McCLATCHY

Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee
The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald
el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
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Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi
Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
89253	227377	Print Legal Ad - IPL0063171		$137.40	1	19 L

Attention: Jim Cary

OMNIA Partners
840 Crescent Centre Dr. Suite 600
Suite 600
Franklin, TN 37067

Region 4 Education Service Center (ESC), Houston, TX

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Total Cloud Solutions and Services (RFP No. 22-08).
In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022,
11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST
IPL0063171
Mar 9 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 03/09/2022

Ending Issue of: 03/09/2022

Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 9th day of March in the year of 2022

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County

STEFANI SCOTT BEARD
My Notary ID # 131768951
Expires October 23, 2022

Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

ATTACHMENT A

TIMES UNION

timesunion.com

Albany Times Union
News Plaza
Box 15000
Albany, New York 12212

OMNIA PARTNERS
840 CRESCENT CENTRE DR #600
FRANKLIN, TN 37067

Account Number: 600131948
Order Number: 0004198590
Order Invoice Text: RFP No. 22-08 Total

D LaCoppola / T Duquette / C Finnegan / A Tunstall of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regulary published in the said ALBANY TIMES UNION on the following dates

03-09-2022

Dena R. LaCoppola 03/09/2022

SUSAN QUINE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01QU6396414
Qualified in Rensselaer County
My Commission Expires 08-19-2023

Denise R. LaCoppola

Sworn to before me, this 9 day of Mar 2022

Notary Public
Albany County

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08)**. In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.com/publicsector/solicitations

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022,
11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST

TU1t 4198590

ATTACHMENT A

MCA russell johns

National Minority Business Corporation NMBOC WOSB Certified

March 18, 2022

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

The Region 4 Education Service Center (RFP No. 22-08) public notice was published within said newspaper in the Public Notice Section of the on the following dates:

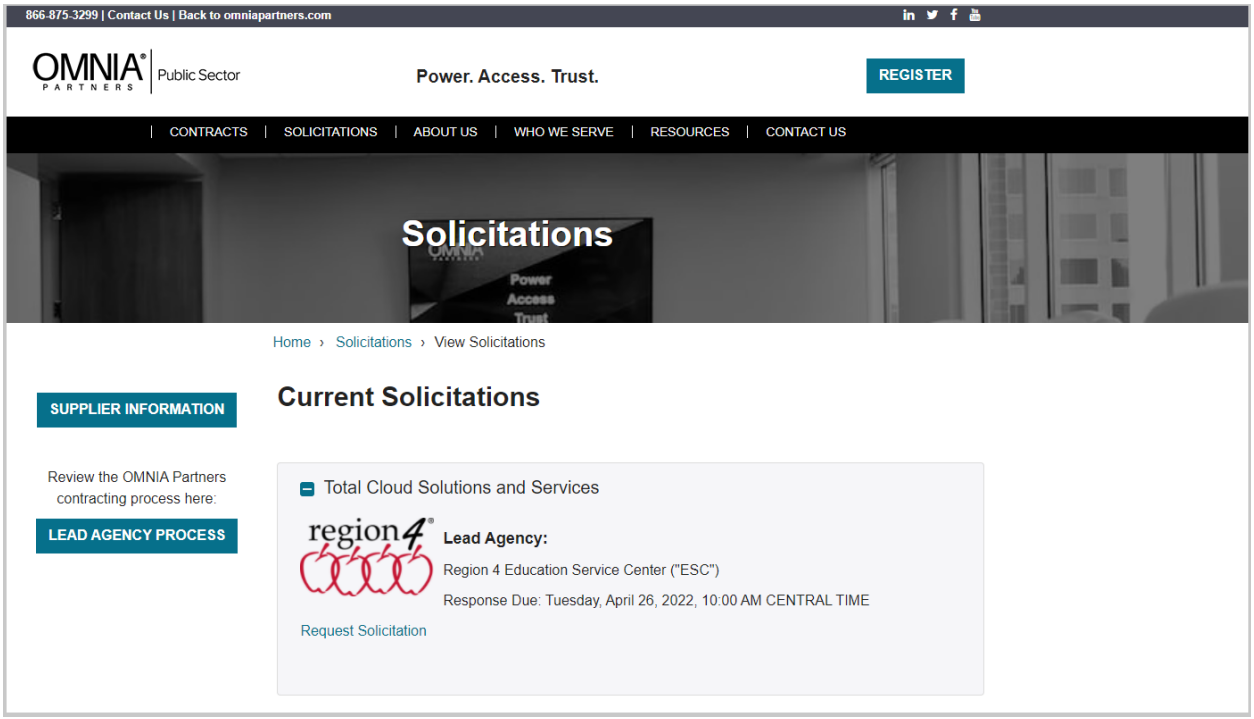
3/9/2022

Anthony Pacini

On this the 18th day of March, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.

Camika Winter
State of Florida
County of Pinellas

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003


866-875-3299 | Contact Us | Back to omniapartners.com
OMNIA PARTNERS Public Sector
Power. Access. Trust.
REGISTER
CONTRACTS | SOLICITATIONS | ABOUT US | WHO WE SERVE | RESOURCES | CONTACT US
Solicitations
Home › Solicitations › View Solicitations
SUPPLIER INFORMATION
Review the OMNIA Partners contracting process here:
LEAD AGENCY PROCESS
Current Solicitations
Total Cloud Solutions and Services
region 4
Lead Agency:
Region 4 Education Service Center ("ESC")
Response Due: Tuesday, April 26, 2022, 10:00 AM CENTRAL TIME
Request Solicitation

Total Cloud Solutions and Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 22-08

RFP Issued: March 9, 2022

Pre-Proposal Date: March 22, 2022

Response Due Date: January 19, 2021

Proposals Received: 9

Awarded to: SHI | GOVERNMENT SOLUTIONS

Contract # R220804

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 22-08 on March 9, 2022, to establish a national cooperative contract for Total Cloud Solutions and Services.

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR, 2020
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On May 3, 2022, proposals were received from the following offerors:

- CDW Government LLC
- Crayon Software Experts LLC
- DLT Solutions, LLC
- DLZP Group LLC
- Ingram Micro Public Sector LLC
- Mythics Emergent Group, Inc.
- Presidio Networked Solutions LLC
- SHI Government Solutions
- Strategic Communications LLC

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that Ingram SHI Government Solutions demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of October 1, 2022.

Contract Highlights:

Full catalog of cloud products, selling cloud-based products for more than 400 vendors. Supports Amazon Web Services (AWS), Google Chrome Platform (GCP) and Azure.

Contract includes:

- Public Cloud Service Providers
- Private Cloud Infrastructure
- Cloud Application
- Managed Cloud Services

Term:

Initial three-year agreement from October 1, 2022 through September 30, 2025 with the option to renew for two (2) additional one-year periods through September 30, 2027

Pricing/Discount:

Discount from current MSRP

OMNIA Partners, Public Sector Web Landing Page:

To: Board of Directors

From: Robert Zingelmann

Date: June 28, 2022

Subject: Recommendation of Contract Award

Region 4 ESC held a RFP opening on May 3, 2022 for RFP # 22-08 for Total Cloud Solutions and Services. There were (9) proposals submitted:

- CDW Government LLC
- Crayon Software Experts LLC
- DLT Solutions, LLC
- DLZP Group LLC
- Ingram Micro Public Sector LLC
- Mythics Emergent Group, Inc.
- Presidio Networked Solutions LLC
- SHI Government Solutions
- Strategic Communications LLC

After careful review of all proposals, the Evaluation Team has determined that (4) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to the members.

CONSIDERATION

Award of annual contract in compliance with the bid laws of the State of Texas is recommended.

RECOMMENDATION

The Evaluation Team recommends the following companies for award based on their response:

Contract	Vendor	Term of Contract
Total Cloud Solutions and Services	CDW Government LLC Ingram Micro Public Sector LLC Mythics Emergent Group, Inc. SHI Government Solutions	(3) years with option of (2) one-year renewals

Support documentation has been attached for your reference.

Enclosure: Bid Tab Summary

region 4

Bid Tab Summary

RFP # 22-08 Total Cloud Solutions and Services

Description	Total Weighted Value	*CDW Government LLC*	*Crayon Software Experts LLC*	*DLT Solutions, LLC*	*DLZP Group LLC*
Products/Pricing	40	38	31	32	32
Performance Capability	30	28	23	23	22
Qualification & Experience	20	19	15	15	15
Value Add	10	10	5	6	5
Total	100	95	74	76	74

It is recommended that the following contract award be made:

Contract

Total Cloud Solutions and Services

Award

CDW Government LLC
Ingram Micro Public Sector LLC
Mythics Emergent Group, Inc.
SHI Government Solutions

region4®

Bid Tab Summary

RFP # 22-08 Total Cloud Solutions and Services

Description	Total Weighted Value	*Ingram Micro Public Sector LLC*	*Mythics Emergent Group, Inc.*	*Presidio Networked Solutions LLC*	*SHI Government Solutions*
Products/Pricing	40	36	37	30	35
Performance Capability	30	25	25	24	26
Qualification & Experience	20	16	18	17	16
Value Add	10	7	7	5	6
Total	100	84	87	76	83

It is recommended that the following contract award be made:

Contract

Total Cloud Solutions and Services

Award

CDW Government LLC
Ingram Micro Public Sector LLC
Mythics Emergent Group, Inc.
SHI Government Solutions

region 4

Bid Tab Summary

RFP # 22-08 Total Cloud Solutions and Services

Description	Total Weighted Value	*Strategic Communications LLC*
Products/Pricing	40	33
Performance Capability	30	22
Qualification & Experience	20	14
Value Add	10	6
Total	100	75

It is recommended that the following contract award be made:

Contract

Total Cloud Solutions and Services

Award

CDW Government LLC
Ingram Micro Public Sector LLC
Mythics Emergent Group, Inc.
SHI Government Solutions

SHI | GOVERNMENT SOLUTIONS

SHI Response to Region 4 Education Service Center

Total Cloud Solutions and Services RFP# 22-08

May 03, 2022

SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
800-870-6079
Texas.GS.SHI.com
State of Texas approved HUB

May 03, 2022

Crystal Wallace
7145 West Tidwell Road
Houston, Texas 77092

Dear Crystal Wallace:

Thank you for the opportunity to participate in Region 4 Education Service Center's request for proposal for Total Cloud Solutions and Services RFP# 22-08. SHI Government Solutions (SHI) was incorporated in Texas in 1999 and is certified as an AS/F HUB with Texas Comptroller of Public Accounts' VID# 1223695478500. The intent of our proposal is to illustrate why we are best qualified to meet the needs of Region 4 ESC, providing evidence of our ability to deliver the highest quality solutions at the lowest possible cost.

We pride ourselves on our long-standing relationship with Region 4 Education Service Center (ESC), our technical expertise and dedicated staff. With steady and consistent growth over the past two decades, including more than $380M of technology products and related services sold to Texas government and education customers in 2021, SHI is a reliable and experienced IT Solutions vendor to customers throughout Texas.

We believe our growth stems from several key factors:

- Our commitment to the Public Sector, with 11 dedicated Education sales representatives and 14 Government sales representatives with geographically aligned territories throughout Texas.
- Our ability to help our customers streamline and improve the management of their technology procurement, deployment, and recovery.
- Our extensive catalog and the ease with which we can expand our offerings to include new and emerging technology or partners that have a traditional direct to customer sales model.
- Our commitment to putting our customers' needs first, with a specific focus on cost savings for every eligible contract user and every purchase.

We are confident that we are uniquely positioned to help Region 4 ESC continue to focus on meeting their IT needs. Should you have any questions regarding our response, please contact Amelia Jakubczyk at Amelia_Jakubczyk@shi.com or 303-882-8012.

Thank you for your consideration, and we look forward to working with Region 4 ESC on this contract!

Respectfully,

Dan Calabrese

Dan Calabrese on behalf of
Stacie Becker, Proposal Manager

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EXECUTIVE SUMMARY

SHI is pleased to submit our response to the proposal for Total Cloud Solutions and Services, and we are eager for the opportunity to expand our longstanding partnership with Region 4 ESC. Not only do our capabilities align ideally with Region 4 ESC's objectives but our values align as well: like Region 4 ESC, we pledge to deliver "collaboration, excellence, innovation, integrity, reliability, and service mindset" in all areas of our organization, and to support Region 4 ESC in its vision of partnering to achieve educational excellence for all children through innovative service. SHI is registered to do business in the State of Texas, and as our proposal demonstrates, we have successfully enabled multiple customers on their cloud journeys across the United States.

As such, we understand your need to migrate business applications to the cloud and have the resources to partner successfully with you to do so. IT is the lifeline of Region 4 ESC's operations, and we will ensure that Region 4 ESC is proactive in securing its information on every level. Simply put, we are confident that we are the ideal partner to facilitate the procurement, management, training, and protection of products, services, and information that powers Region 4 ESC's strategy – and we articulate our qualifications in the attached proposal.

We recognize that our role as Region 4 ESC 's partner is to support your organization's goals – improve student performance, provide efficient fiscal management and effective stewardship, build collaborative relationships and partnerships, promote a supportive and productive work environment – while meeting state and federal mandates and ultimately serving both student and faculty end-users. We will accomplish this by providing expert best practices to keep your IT resources safe, secure, and operational, 24 hours a day, 365 days a year. And we are committed to providing the most advantageous pricing models and the most exceptional values to help you achieve your goals.

Our Advanced Solutions Group (ASG) practice combines technical consulting, solution architecture, project management, and professional support expertise to deliver both business and IT benefits attained through public, private, and hybrid cloud technologies. Our ASG team is staffed with senior-level consultants focused on imperatives for improving business innovation and competitive advantage via IT transformation.

Because we maintain Premier Consulting Partner status with our partner Cloud Service Providers (CSPs), we have been able to facilitate over $1 billion of cloud-based services and technology acquisition for our customers. And, because our support teams are vendor-neutral, they are able to use their breadth of experience to help tailor solutions that will be optimal for your specific ecosystem. We engage proactively in the strategy and design phases of a project and assist with strategic planning, assessments, white boarding, proof of concepts, and more.

Our Basic support package is the foundation of our Cloud service offering, and purchasing your Amazon Web Service (AWS) infrastructure through SHI has many benefits, including:

- Access to our SHI One Cloud Management Platform for supported services
- Net payment terms provided (upon credit approval) through SHI so you're not running your entire business on a credit card (or keep it on a credit card through SHI)
- Access to AWS Partner funding programs
- Pricing agreements and volume discounts

- Cloud adoption support including access to self-service support, webinars, events and references to industry general best practice reference architectures
- Simplified billing, including monthly invoicing with custom bill splitting and chargeback processing
- Access to a wide array of fee-based public cloud professional and managed services
- Flexible support options (direct support from AWS or direct support from SHI available at upper tiers)
- Flexible deployment options, such as VMC (VMware Cloud) on AWS, which would allow Region 4 ESC to leverage its existing VMware investment, knowledge, and expertise.

We have thrived in our collaboration with OMNIA Partners and take pride in our ability to administer the agreement to the maximum benefit of the contract users.

We are poised to expand our relationship with Region 4 ESC on our future, long-term vision, and we are confident our implementation will be seamless. Once we determine the best solution for Region 4 ESC, SHI Architects will facilitate implementation using best practices. Throughout the project, our Architects will share knowledge and documentation with Region 4 ESC so that, at the time of handover, Region 4 ESC users will know how to run their new environment efficiently and effectively. We also offer a wide range of customized managed services to monitor or manage your environment that are appropriate to your needs.

SHI's Project Management Services provide experienced Project Managers (PMs) to successfully execute and manage your technology initiatives, regardless of scope or complexity. Our PMs cover all aspects of formal Project Management Institute Methodology and Principles – from "initiating" through "closing" – and our services are tailored to your unique needs.

Additionally, we recently established our Customer Innovation Center (CIC) as a vehicle for emerging technologies, advancing industry standards, and – as the name denotes – customer innovations. As part of the CIC, representatives from Region 4 ESC can see, touch, and observe software in both our Showcase Lab, where we house equipment and technology from a wide range of OEMs, and within our Software and Sandbox Lab, where customers can engage with hardware and software specifically designed for use in particular settings like a classroom, administrative office, or data center. We provide more explicit detail on the benefits and opportunities regarding the CIC within this proposal.

SHI has demonstrated our dedication and successes in our longstanding collaboration with Region 4 ESC. Our proposal clearly articulates our methodologies, strategies, service and support management, and pricing information, in addition to case studies of similar scope and other requested elements. Please know that we are eager to sustain our strong partnership with you.

As the largest privately-owned, MBE/WBE organization in the country, we are proud of our spirit of community and partnership and in our ability to facilitate IT solutions, services, and hardware and software products for our national and global clients. Loyalty, trustworthiness, and reliability are paramount qualities of SHI, and we offer those qualities with eagerness to help Region 4 ESC work more efficiently and effectively. We appreciate your consideration and welcome any questions or conversations we can address based on this proposal.

TAB 1 – DRAFT CONTRACT AND OFFER AND CONTRACT FORM

Please see the following pages for the completed required forms.

APPENDIX A - DRAFT CONTRACT AND OFFER

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of May 3 *, 2022 by and between* SHI Government Solutions *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 22-08 ("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. The 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 to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

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.

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: SHI Government Solutions

Address: 3828 Pecana Trail

City/State/Zip: Austin, TX 78749

Telephone No.: (800) 870-6079

Email Address: Stacie_Becker@SHI.com

Printed Name: Stacie Becker

Title: Proposal Manager

Authorized signature: Dan Calabrese

Dan Calabrese on behalf of Stacie Becker

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term_____to _____

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

APPENDIX B - TERMS AND CONDITIONS ACCEPTANCE FORM

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☑ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Please see the following pages for our exceptions to Terms and Conditions.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4
III. INSTRUCTIONS TO OFFERORS; Section 22, "Samples"; Page 10	Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.	RESERVED [SHI Note: SHI requests this section be marked "reserved". Samples would not be applicable to cloud services.]	
APPENDIX A; DRAFT CONTRACT; Opening; Page 1	This Contract ("Contract") is made as of_____, 2022 by and between _____ _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").	This Contract ("Contract") is made as of___, 2022 by and between _ _____ ("Contractor") -and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ~~("the products and services")~~.	
APPENDIX A; DRAFT CONTRACT; RECITALS; Page 1	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, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services, labor, materials, equipment, and supplies provided by Contractor under an SOW ("S~~s~~ervices")~~/materials~~ and third party software, computer peripherals, computer hardware, and associated IT services provided by third parties ("Product") described in the RFP and Proposal; [SHI Note: SHI requests these terms be defined to further clarify our role under this Contract.]	

APPENDIX A; DRAFT CONTRACT; 9) Contract Alterations; Page 2	No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.	No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC and Contractor. [SHI Note: SHI requires any changes to the terms be mutually agreed upon in writing by both parties.]	

APPENDIX A; DRAFT CONTRACT; 11) TERMINATION OF CONTRACT; a) Cancellation for Non-Performance or Contractor Deficiency; Page 2	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.	Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period, upon ten (10) days' written notice. 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 C~~c~~ontract, upon ten (10) days' written notice. 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;~~ ~~i~~i. Providing ~~work or material~~Product or Services ~~was~~ not awarded under the Contract; ~~i~~ii. Failing to adequately perform the S~~s~~ervices set forth in the scope of work and specifications; iii~~v~~. Failing to complete required Services~~work or furnish required materials~~ within a reasonable amount of time; iv. 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 v~~i~~. Performing ~~work~~ Services or providing ~~services~~ Product 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 for Region 4 ESC ("Deliverables") under the Contract shall immediately become the property of Region 4 ESC. [SHI Note: SHI requests 10 days' notice prior to termination of default, so we may have the opportunity to cure.]	

APPENDIX A; DRAFT CONTRACT; 11) TERMINATION OF CONTRACT; b) Termination for Cause; Page 3	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.	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~~ upon ten (10) days' written notice, 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 for Region 4 ESC 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. [SHI Note: SHI requests 10 days' notice prior to termination of default, so we may have the opportunity to cure.]	

APPENDIX A; DRAFT CONTRACT; 11) TERMINATION OF CONTRACT; c) Delivery/Service Failures; Page 3	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.	Failure to deliver ~~goods~~ Product or S~~s~~ervices 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~~Products in accordance with Contractor's return policy which is found at www.shi.com/returnpolicy ("Contractor's Return Policy"),~~/~~ or re-perform rejected S~~s~~ervices 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.~~ [SHI Note: Product returns are subject to SHI's return policy. SHI's remedy for non-conforming Services is re-performance. SHI is not liable for cost to cover.]	
APPENDIX A; DRAFT CONTRACT; 14) Delivery; Page 4	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	RESERVED [SHI Note: SHI requests this section be marked "reserved". SHI will not be physically shipping any Product under this Contract.]	

APPENDIX A; DRAFT CONTRACT; 15) Inspection & Acceptance; Page 4	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.	If ~~defective or incorrect~~ non-conforming ~~material~~ Product is delivered, Region 4 ESC may make the determination to return the ~~material~~ Product to the Contractor ~~at no cost to Region 4 ESC~~in accordance with Contractor's Return Policy. ~~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.~~ [SHI Note: All Product returns are subject to SHI's return policy.]	
APPENDIX A; DRAFT CONTRACT; 16) Payments; Page 4	Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	Payment shall be made ~~after satisfactory performance, in accordance with all provisions thereof, and upon~~ within thirty (30) days of receipt of a properly completed invoice. [SHI Note: SHI requires payment within 30 days of receipt of an invoice.]	
APPENDIX A; DRAFT CONTRACT; 19) Discontinued Products; Page 5	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.	RESERVED [SHI Note: SHI requests this section be marked "reserved", as this would not be applicable to cloud services.]	

APPENDIX A; DRAFT CONTRACT; 22)Warranty Conditions; Page 5	All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing	All ~~supplies, equipment and s~~Services and Deliverables shall ~~include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing~~ be free of material defects for ninety days commencing with Final Acceptance of the Services. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO SERVICES OR DELIVERABLES TO BE PROVIDED BY CONTRACTOR HEREUNDER, 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 PRODUCTS. [SHI Note: SHI warrants its Services and Deliverables will be free from defect for ninety days after acceptance of Services. SHI cannot warrant on behalf of third party product it resells.]	

APPENDIX A; DRAFT CONTRACT; 28) Stored materials; Page 6	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.	RESERVED [SHI Note: SHI requests this section be marked "reserved", as SHI will not be storing inventory for Region 4 ESC under this Contract.]	

APPENDIX A; DRAFT CONTRACT; 30) Indemnity; Page 6	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.	Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third party claims, damages, losses and reasonable expenses arising out of or resulting from the ~~actions~~ gross negligence, willful misconduct, or violation of law of the Contractor, Contractor employees or subcontractors ~~in the preparation of the solicitation and the later execution of~~ under the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. [SHI Note: SHI will indemnify Region 4 ESC for any third party claim caused by its gross negligence, willful misconduct, or violation of law under this Contract.]	

ADD		Limitation of Liability: NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL 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 FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF A PARTY'S OBLIGATION TO INDEMNIFY FOR THIRD PARTY CLAIMS, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS CONTRACT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY REGION 4 ESC TO CONTRACTOR UNDER THIS CONTRACT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. REGION 4 ESC ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS CONTRACT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS CONTRACT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. [SHI Note: SHI requests this clause be added to the final contract, if awarded.]	

TAB 2 – PRODUCTS / PRICING

2.a) Products and Services /Pricing

i. Offerors shall provide pricing based on a discount or discount range 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, they 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. For services, Offerors shall describe how professional services and technical solutions are priced, i.e., hourly, by project, etc. Offerors may elect to limit their proposals to any category or categories.

SHI Response:

SHI is pleased to offer Region 4 ESC our full catalog of cloud products. We have more than 400 vendors we are selling cloud-based products for today and this category is rapidly growing. We have included below a sampling list of those vendors.

In addition to the cloud-based products, SHI is offering our entire catalog of solutions to ensure Region 4 ESC members have access to purchase solutions based on the current and evolving needs of the IT environment.

Manufacturer			
1Path	Cygilant	Intresys	ProCloud
365 Labs	Cylance	iOffice	ProofPoint
Accelera	Databank	ITI	Propeller Aero
Agile Access Control Inc	DemTech Voting Solutions	Kuder	RDE Systems
AgileBits	DH Wireless	Labyrinth Solutions Inc	Ready Education
Airnet	DigiStamp	LawVu	ReadyOp Communications
AKA Enterprise Solutions	Digital Construction Works Inc	Legal Suite	Redapt
Asorb	Envoc	MediSked, LLC	SecureDynamics
Asset Panda	Eplexity	MedProctor LLC	SecurityScorecard
Astadia	Esi Acquisitions	Merit International	Securly
Bonfire Interactive Ltd.	Futurity IT, Inc.	NBEnvironmental	Streetlight Data

BrightBytes	G2lytics	NCCER	Submittable
CASK LLC	Gold Systems	On Point Tech	ThreadFin
Catch Intelligence	Google	OnCell Systems Inc.	ThreatAdvice
Change and Innovation Agency	GovInvest Inc.	OnCorps Report	Thycotic
Cherwell	GovQA	OneLogin	Trace First
Circuit Tree LLC	Grant Thornton	OneVision	Transformyx
Citrix	GrantVantage	Online Web Services US	Transvault Software Ltd
CityBase Inc	GreenRope	Opencounter	Trifacta Inc
Civitas Learning	GrenCourt Legal Technologies, LLC	OpenDataSoft	TriTech
Clairvoyant	Grow Tix	OpenGov	Trust First
Clckwrk Inc.	GTY	OpportunitySpace Inc. (D.B.A. Tolemi)	Tumbleweed Press
Clearwater Solutons	Helix Innovations LLC	OtisEd	Turnkey Cyber Solutions
Cloud Cyber Range	HireRising	Pacify Health LLC	UiPath
Cloudmersive, LLCs	HireVue	Page Scholar	Unite USA
CloudNimble	HoB	Paladin Data	Urban Logiq
CloudPWR	Hoonuit	Panther International	US eDirect Inc
Cludo Inc.	Hyland	Panzura	USEReady

Pricing:

CATEGORY	TYPES OF PRODUCTS	DISCOUNT FROM ADVERTISED LIST
Software		
SW: SW-GEN-14-3	All Cloud Products* *Note: AWS Direct Customers wishing to move to SHI minimum .50% discount off SHI Advertised List Price	1.00%
SW: SW-GEN-14-3	All Software Categories, Operating Systems, Security, Administrative, Backup and recovery, Development Products,Database Software	1.00%
Services		
Professional Services	All services will be handled and created custom per SOW provided	
Hardware		
HW: A	Cables (Network, Signal, Fiber Optic, Power), Cameras, Surveillance video, Security Cameras and Access Control Systems, Videoconferencing Systems	4.50%
HW: B	Computer Accessories (Keyboards, Mice, docks, Flash Memory, speakers), Telephones Sets, Headsets, Headphones, Network Routers, Channel Converters, Equipment and phone cases.	4.50%
HW: D	Racks and Rack Hardware	4.50%
HW: E	Batteries, Uninterruptable Power Systems, Battery Chargers	4.50%
HW: F	Memory Modules, RAM, DRAM, SDRAM, Pen or Flash Drives	4.50%
HW: H	Hard Drives, Disk Arrays and Array Controllers, Power adapters and Inverters, Network Interface Cards & Network Switch Products, Multimedia Storage Products,	4.50%
HW: HW6-1	Notebook computers, Tablets, Servers, Point of Sale, Desktops, Thin Clients, Workstations, All in One Desktops	1.00%
HW: J	Maintenance, Warrantees, etc.	4.50%
HW: Q	Flat Panel Display monitors, Large screen Monitors, TVs	2.00%
HW: R	Printers (Ink Jet, Laser, Matrix, Line Matrix, Label), Scanners, Multifunction Machines	4.50%

HW: T	Power Products, PDUs, Power Supplies, Power Monitors	4.50%
All Other		
Other	All other undefined categories that SHI is able to offer to Vizient Members	Per SOW

Sample Professional Services Rate* Card for SHI:

Role	Rate
Data / Mobility Architect	$325
Solution Architect / Consultant	$275
Engineer	$225
Project Manager	$185

Pricing is a sample and can vary on location, minimum billing requirements and other relevant variables. These rates do not include travel expenses. SHI reserves the right to review and update rates on an annual basis.

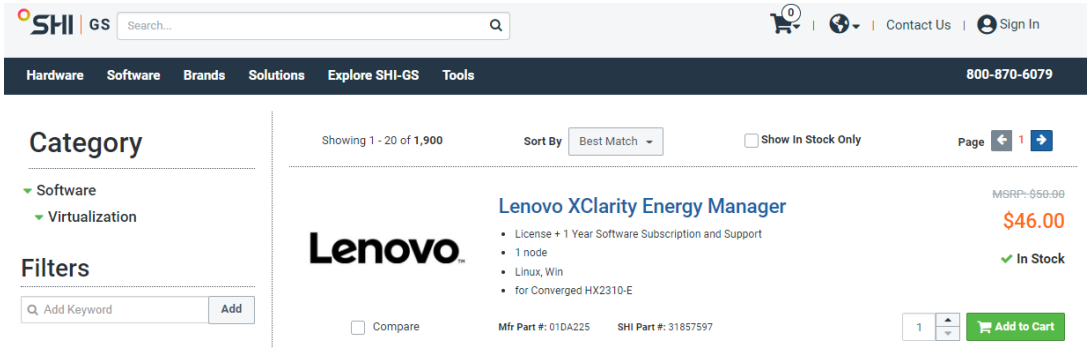
ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- *Manufacturer part #*
- *Offeror's Part # (if different from manufacturer part #)*
- *Description*
- *Manufacturers Suggested List Price and Net Price*
- *Net price to Region 4 ESC*

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e., Pin or Jump Drives).

SHI Response:

SHI is providing our full catalog of cloud publishers found at https://texas.gs.shi.com/. This catalog provides ESC Region 4 access to advertised pricing along with associated discounted price to ESC members.



iii. Public Cloud Service Providers (CSPs) *– For each CSP your company is authorized to resell please:*

a) Specify the Service Model(s) and Deployment Model(s) supported as defined by SP 800, The NIST Definition of Cloud Computing.

SHI Response:

SHI's Cloud Practice

SHI's cloud practice gives customers more visibility and control over their cloud environment without limiting functionality or hindering the user experience of what a cloud platform has to offer. SHI supports these major Cloud Service Providers (CSPs):

- Amazon Web Services (AWS)
- Google Cloud Platform (GCP)
- Microsoft Azure (Azure)

We do the heavy lifting where the customer needs it: aggregation of products and services, financial chargeback, management, performance rightsizing, and analysis. SHI collaborates with engineers and partners credentialed in top cloud platforms and compatible products such as AWS, Box, CommVault, One Login, Veeam, Symantec, VMWare, Cisco, Microsoft, and others, providing the customer a one-stop shop. We specialize in cost optimization, billing management, and governance, as well as infrastructure management and professional services. Today, SHI is AWS' largest reseller spanning many different industries such as financial services, pharma, and SaaS.

Overview

- We manage over $20M per month in IaaS assets for our clients.
- We provide tools and resources that help clients track their cloud assets and where their costs are going.
- We help align cloud usage and spend with clients' business processes while they take advantage of the benefits underlying platforms have to offer.
- We bring forward the best resources, partners, and technologies for getting the most out of your cloud and hybrid environment.

Transformation to Cloud Solutions

Cloud-Based Solutions have changed the dynamics of pre-sales, acquisition, and on-going IT management. To keep up with new demands, SHI has developed processes and support to address Cloud consumption-based models, and we have resources dedicated to emerging partners to support our customers' growing needs.

New licensing models

As licensing standards change to meet the demands of a mobile-first and cloud-first world, there is an emphasis on the "dual-user." A dual-user is someone who uses technology for school or work, as well as privately. As new licensing models arrive, SHI helps users make sense of the varied cloud-based solutions in order to efficiently license, adopt, and consume these technologies. Always sensitive to price-point, SHI simplifies asset management through self-provisioning and self-service agreement/account management.

SHI Support Services

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're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry standard and custom offerings through our Assess, Design, Build, and Manage methodology to integrate leading cloud technologies to your environment. Our certified solutions architects and technical consultants combine their technical 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, all while providing guidance on best practices.
- Net Terms Billing: Organizations need flexible payment terms to consider CAPEX vs. OPEX, extended net term billing options, financing, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provide a variety of billing options to fit your specific needs.
- Reporting & Analytics: Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions that are crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view as well as provide a guided analysis based on years of consulting experience with enterprise clients.
- Always Available Support: When you have a critical issue, you need to count on superior support. 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 don't 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 program(s), maintain licensing compliance, and best of all, avoid audits! Our licensing experts will identify, monitor and optimize your software assets to ensure you receive the most value in your IT investment.

b) Provide proof of your company's authorization to resell

- *For CSPs primarily engaged in delivery IaaS/PaaS, proof of authorization to resell must come for CSP*

  SHI Response:

  Please see section *Partner – Letters of Authorizations* to resell the following IaaS/PaaS products:

  - Amazon Web Services
  - Google
  - Microsoft

- *For CSPs primarily engaged in delivering SaaS, proof of authorization to resell may come from either the CSP or an authorized distribution channel*

  SHI Response:

  Please see section *Partner Packages* at the end of our response document.

c) Copy of (or link) any current CSP Service Level Agreement (SLA)

SHI Response:

Please see section *Partner – Terms and Conditions* for SLA information on the following products:.

- Amazon Web Services
- Google
- Microsoft

d) Copy of (or link) for any other relevant terms and conditions that may be required by the CSP

SHI Response:

Please see section *Partner – Letters of Authorizations* to resell the following IaaS/PaaS products:

- Amazon Web Services
- Google
- Microsoft

e) CSA STAR Self-Assessment

- *All proposed public CSPs must achieve a LEVEL ONE: CSA STAR Self- - Assessment by completing a Consensus Assessments Initiative Questionnaire (CAIQ) or submitting a report documenting compliance with Cloud Controls Matrix (CCM) that is current and publicly available at the CSA Star Registry.*

SHI Response:

The scope and requirements of this RFP are such that it would be extensive to include all of the cloud-based offerings that SHI has in its catalog today. Instead, we commit to adding products and solutions over the course of this contract as new technologies emerge or as customer needs arise.

SHI is responding today with offerings from AWS, Google and Microsoft, please see below for CSA Star Assessment links.

- Amazon's response to the CSA STAR Assessment can be found here: https://aws.amazon.com/compliance/csa/
- Google's response to the CSA STAR Assessment can be found here: https://cloud.google.com/security/compliance/csa
- Microsoft Azure's response to the CSA STAR Assessment can be found here: https://docs.microsoft.com/en-us/compliance/regulatory/offering-csa-star-self-assessment

Private Cloud Infrastructure *- Describe your capability and approach to providing private cloud environments to your Customers. For each CIP your company is authorized to sell, please:*

a) Specify how its solutions are relevant to private cloud infrastructure

SHI Response:

SHI provides a full range of capabilities across the Private Cloud Infrastructure spectrum. We partner with industry leaders such as VMware, Nutanix, and all tier 1 infrastructure and software manufactures to help support our customers on premises and off premises Private Cloud Infrastructure requirements. SHI provides a full catalog of options which will include a broad range of vendors. We are happy to provide proof of authorization as requested at time of quoting.

b) Provide proof of your company's authorization to resell

- *Proof of authorization to resell may come from either the CIP or an authorized distribution channel*

SHI Response:

SHI is providing a full catalog option which will include hundreds of various vendors. We are happy to provide proof of authorization as requested at time of quoting.

Cloud Application *– Describe your capability and approach to:*

a) Modernizing and migrating legacy applications to run on Customer clouds

SHI Response:

Fully realizing the possibilities of the cloud requires rethinking how organizations manage their workloads. Whether your migration or modernization effort is focused on public or private infrastructures or building a hybrid environment, SHI will support your journey. With experience supporting multi-cloud environments, SHI has expertise helping organizations evaluate migrating complex workloads, consider different approaches for different clouds, reduce migration time with automation, and help organizations realize an improved business time-to-value.

Because migrating and modernizing legacy systems is a major undertaking with many possible paths, SHI provides paid Cloud services which begins by evaluating your requirements and advising on the appropriate course of action. Through our assessments and evaluations, SHI's application and cloud experts can provide insights into your current database and application architecture, usage, resources, and dependencies.

Additionally, SHI can analyze the optimal method for migration and modernization with a "Six-Rs" analysis. This analysis considers the possible ways an application could and should be moved to

a cloud. These possibilities include *Retaining* on premises, *Retiring* the application, *Replacing* with another service or SaaS, *Rehosting* the application in its current form, *Replatforming* the application, or *Refactoring* the application with native cloud services. By thoroughly reviewing these applications, SHI can guide you through the options, risks, and benefits for migrating these applications to the cloud in their current form or with modern cloud techniques that utilize native services.

In addition to our own internal capabilities, SHI has a highly vetted subcontractor network that can provide paid assistance Cloud services around the following:

- Migrations
- Virtualization
- Containerization
- Virtual Desktop Infrastructure
- DevOps
- Cloud Hosted Databases
- DRaaS

b) Developing and deploying new applications to run on Customer clouds

SHI Response:

Evolving business requirements sometimes exceed the capabilities of existing applications. In some of these cases, it may become necessary to develop and deploy new applications in public clouds. Frequently this also means leveraging the latest in native cloud technologies. Based on the scope of the project, SHI can assist with this by ensuring that best practices are followed throughout the cloud adoption journey. SHI provides paid Cloud services which begins by understanding the purpose and requirements of the initiative in order to advise on the appropriate course of action. Based on the requirements, SHI's services and solutions organization of internal and 3rd party partners and subcontractors can offer various types of support.

In most cases, SHI follows a multi-step process of assessing, designing, building, and implementing a solution. Whether upgrading or a replacing, SHI helps you take your legacy applications to the next level. We create a future-state roadmap for your legacy applications for cloud and retool your infrastructure bringing enhanced capabilities to business long term.

Beyond applications, a common challenge for many organizations deploying cloud applications is governance and security. As a partner of AWS, Azure, and GCP, SHI frequently advises customers about best practices for cloud environment health and governance. This includes solutions such as landing zone designs, cost optimization, and infrastructure modernization, and cloud security solutions.

***Managed Cloud Services** – Describe your capability and approach to managing cloud services to Customer running solutions on public and/or private clouds*

SHI Response:

Organizations are moving their workloads to cloud to scale, keep up with remote workforces, and improve flexibility, but often internal IT departments don't possess the skills to effectively maintain and expand their cloud environment. As organizations accelerate innovation, take greater risks, and enjoy more

adaptable operations, SHI's provides paid Cloud services and solutions which enable you to maximize and align cloud resources with your business and IT goals.

SHI helps our customers reimagine their possibilities by providing dependability through our Public Cloud managed services. These paid services can include assistance such as cost optimization, patching and change management, service and incident response, securing workloads, monitoring and alerting, cloud backup management, and other solutions. Depending on the service tier provided, SHI can provide 24x7 technical support.

SHI has multiple capabilities working with partners as shown in the Letters of Authorization following this section. In addition to our own internal capabilities, SHI has a highly vetted subcontractor network that can provide paid assistance for certain Cloud services as well.

***Services** – Describe any additional cloud services*

SHI Response:

Cloud Optimization is crucial, especially for organizations in the midst of transforming workloads and modernizing applications to leverage the public cloud. SHI has developed a one-of-a-kind paid Multi-Point Cloud Optimization Assessment structure designed for customers who are trying to get the most from their cloud investment.

Our exclusive Cloud Optimization methodology does not solely focus on cost; it also addresses architecture and governance tuning to leverage the dynamic pricing and scalability models of the cloud. For qualifying customers, SHI will address the Compute, storage and network optimization. SHI can check governance policies currently in place, gain improved visibility and insight to stay ahead of future optimization efforts, including tagging, account structure, alerts, reports, policies and licensing which are all essential for budgetary forecasting.

SHI O365 Optimization

In addition to the details above, another example of SHI's cloud service optimization capabilities are SHI helps customers gain insight into user-based consumption in order to help remediate the sprawl we see that lead to overspending. Our ITAM experts will help you achieve centralized visibility across any number of tenants and agreements. We can automatically perform subscription provisioning, de-provisioning and re-tiering in the O365 portal. SHI offers three subscriptions: Standard (Value Add), Professional and Premier (Fee-Based), that ranges from providing insight (Standard) to an ongoing managed service where SHI implements optimization recommendations for you (Premier).

iv. Is pricing available for all products and services?

SHI Response:

Yes, SHI is uniquely positioned to provide best pricing for all of your IT needs and has established long-tenured relationships with all major OEM's and emerging partners. We accomplish this by working with your team to understand your requirements and addressing your technology needs early and often.

v. Describe your unique offerings or attributes of your company and/or cloud solutions offering as compared to your competition and how its differentiators provide additional value to Region 4 and OMNIA Partners members

SHI Response:

As cloud technologies have progressed, SHI has worked to keep up with these ever-growing changes. Our cloud portfolio has grown exponentially over the past five years, and we have developed our cloud

solutions team and services to meet the evolving needs of our customers. SHI takes pride in delivering the best technology with the top leaders in the industry, and it is our goal to help our customers understand every aspect of cloud technology – from implementing, managing, and troubleshooting their cloud solution. We recognize with our customers, especially our education customers, that every dollar counts; we will work to provide the best pricing that our customers are eligible for and continue to assist in evaluating cloud costs with support from our cloud services team.

vi.

SHI Response:

Not Applicable, no question here.

vii. Provide pricing for warranties on all products and services.

SHI Response:

SHI will apply any appliable publisher warranty.

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.

SHI Response:

SHI is not offering incremental sales volume growth rebates at this time. SHI is however offering Region 4 ESC our most competitive pricing upfront.

ix. Describe how customers verify they are receiving Contract pricing.

SHI Response:

SHI facilitates several Public Sector contracts across the State of Texas to ensure customers procure the best technology at the most competitive prices possible.

The proposed pricing model discount is based off of SHI's Advertised List Price, which is a verifiable source, referenceable 24/7/365 at https://texas.gs.shi.com/. SHI Advertised List Price is based on current market conditions and in many cases, already reflects a substantial discount off Manufacturer Published List prices, where a list price exists. SHI's internal support regularly analyzes the current market to verify that SHI Advertised List Price is competitive.

We offer best pricing to our customers at the time of purchase. 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 and as often as possible.

x. Describe payment methods offered.

SHI Response:

SHI offers several billing options. Your dedicated SHI Account Team will work closely with Region 4 ESC to understand your billing needs and will work in coordination with your assigned SHI Accounts Receivable representative to establish a billing method that works for you.

Transactional Invoices

At the time of shipment, SHI will provide an invoice for each shipment under each customer purchase order number. Our standard payment terms are Net 30 Days.

Monthly Summary

The SHI consolidated billing option can offer tremendous savings; at the end of each month a single invoice will provide a detailed account of all transactions processed for that month. SHI's standard payment terms for monthly invoicing are Net 30 days.

Corporate Procurement Card

Many of our larger customers have implemented a Corporate Procurement Card Program, which SHI supports through our acceptance of MasterCard, Visa, and American Express. SHI provides Level II reporting data for credit card transactions, which means we are able to provide order header information on your credit card statements.

Financing

SHI Capital offers flexible payment solutions for our customers to finance 100% of their equipment, software, and services with 0% down payment, allowing them to preserve cash and accelerate their ROI while hedging against inflation and keeping updated with the latest technology. Let us suggest a customized, flexible payment solution to match the budget requirements that offer several different outcomes at the end of your finance agreement.

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.

SHI Response:

SHI is proposing a discount off SHI Advertised List Price. therefore Region 4 ESC will be presented with most up to date discounted pricing.

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.

SHI Response:

SHI is committed to providing you with a pricing model that will stand the test of time throughout the contract term, based upon two primary values: customer-centric approach and honest pricing.

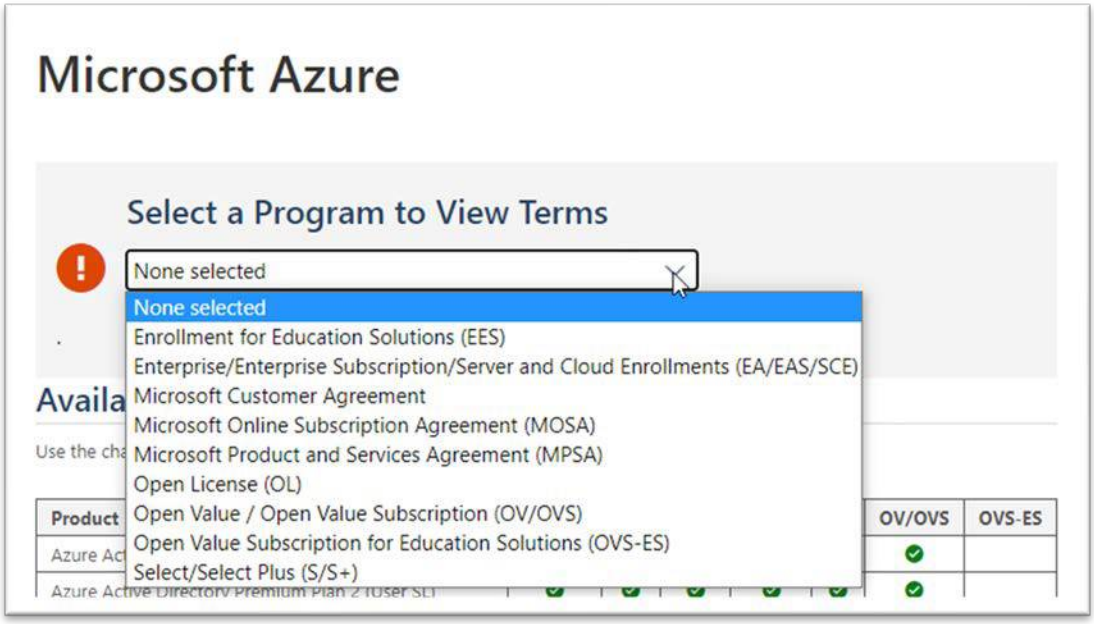
xiii. Provide any additional information relevant to this section.

SHI Response:

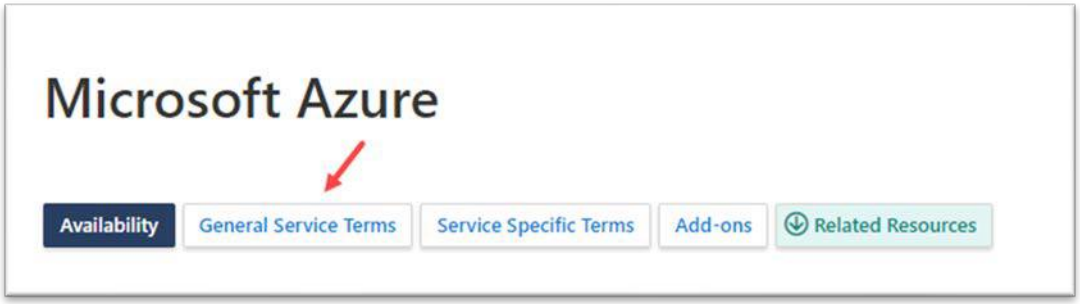
Not Applicable.

PARTNER – TERMS AND CONDITIONS

- **AWS Terms and Conditions**
    - Please see section *Partner Packages* at the end of our response document.
- **Google,** through **Carahsoft** as Google's single-source distributor for Public Sectors Terms and Conditions:
    - Workspace (Public Sector)
    - Workspace for Education
    - GCP
    - PSO
- **Microsoft Azure Terms and Conditions with Instructions:**
    - Azure Terms



Then choose "General Service Terms"



PARTNER - LETTERS OF AUTHORIZATION

Please see the following pages for authorization to resell the following products:

- AWS
- Google
- Microsoft

AWS – Letter of Authorization

CC VND 00300568 2022 TR

aws

Amazon Web Services, Inc. • 410 Terry Avenue N. • Seattle, WA 98109

April 28, 2022

SHI International Corp.
290 DAVIDSON AVE
SOMERSET, NJ 08873-4145
United States of America

Re: Letter of Support for RFP# 22-08

To Whom It May Concern:

Amazon Web Services, Inc. (AWS) is very pleased to support SHI International Corp. in its efforts to assist Region 4 Education Service Center for RFP# 22-08 using the AWS Cloud. This letter confirms that SHI International Corp. is an AWS Partner Network (APN) AWS Premier Partner in good standing.

SHI International Corp. participates in the following AWS Partner Programs: AWS Solution Provider Program, AWS Public Sector Solution Provider, and Well Architected.

AWS offers commercially available, web-scale computing services that help organizations avoid much of the heavy-lifting typically associated with launching and growing successful applications. These services are based on Amazon's own back-end technology infrastructure and incorporate over a decade and a half of experience building one of the world's most reliable, scalable, and cost-efficient web infrastructures. The use of AWS will provide you with access to expertise in large-scale distributed computing and operations and will enable your applications to be robust and scalable.

AWS values and appreciates the opportunity to support SHI International Corp., and we look forward to a long and productive relationship. If you have any questions, or require additional information, please contact Sean Walsh, Manager, PDM, at setwalsh@amazon.com or 7575601547.

Sincerely,

Amazon Web Services, Inc.

Shannon Lowther
Senior Manager, Worldwide Public Sector Contract Management

Google / Carahsoft – Letter of Authorization

carahsoft.

Carahsoft Technology Corp.
11493 Sunset Hills Rd
Suite 100
Reston, VA 20190

April 25, 2022

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

To whom it may concern,

Carahsoft Technology Corp., Google Cloud's public sector distributor, authorizes the above named partner for resale of the following services:

-- Google Cloud Platform

-- Google Services

-- Google Workspace

Should you require any additional information, please contact the undersigned at 703-889-9838 or direct email at Jeff.Dowdy@carahsoft.com.

Jeff Dowdy

Jeff Dowdy
Director
Carahsoft Technology Corp.

Microsoft – Letter of Authorization

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com

Microsoft

4/21/2022
Region 4 ESC
RFP#22-08

To whom it may concern:

I hereby confirm that SHI International Corp has satisfied the requirements for demonstrating and validating their technical capabilities in the Microsoft Partner Network program.

SHI International Corp (MPNID: 1023126)
290 Davidson Ave
Somerset, NJ - 08873
United States

Competencies: Demonstrate technical capabilities in Microsoft products or technologies.

- Gold Messaging (Expires on 12/15/2022)
- Gold Application Integration (Expires on 12/15/2022)
- Gold Data Analytics (Expires on 12/15/2022)
- Gold DevOps (Expires on 12/15/2022)
- Gold Data Platform (Expires on 12/15/2022)
- Gold Enterprise Resource Planning (Expires on 12/15/2022)
- Gold Project and Portfolio Management (Expires on 12/15/2022)
- Gold Communications (Expires on 12/15/2022)
- Gold Application Development (Expires on 12/15/2022)
- Gold Collaboration and Content (Expires on 12/15/2022)
- Gold Cloud Platform (Expires on 12/15/2022)
- Gold Datacenter (Expires on 12/15/2022)
- Gold Cloud Productivity (Expires on 12/15/2022)
- Gold Small and Midmarket Cloud Solutions (Expires on 12/15/2022)
- Gold Enterprise Mobility Management (Expires on 12/15/2022)
- Gold Windows and Devices (Expires on 12/15/2022)
- Gold Security (Expires on 12/15/2022)

Microsoft Corporation is an equal opportunity employer.

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com

Microsoft

Advanced specializations: Validate technical capabilities to deliver specialized services in a specific solution area.

- Adoption and Change Management (Expires on 11/30/2022)
- Teamwork Deployment (Expires on 10/26/2022)
- Microsoft Windows Virtual Desktop (Expires on 9/29/2022)

Azure Expert Managed Service Provider: Validate expertise in end-to-end cloud lifecycle management including assessing, migrating, building, deploying, optimizing, and efficiently managing business solutions on Microsoft Azure.

- (Expires on 7/1/2022)

SHI International Corp is currently doing business with Microsoft in the following locations:

- SHI International Corp, US, Somerset (Somerset) (MPNID: 351789)
- SHI INTERNATIONAL CORP, GB, MILTON KEYNES (MILTON KEYNES) (MPNID: 988165)
- SHI Canada ULC, CA, NORTH YORK (NORTH YORK) (MPNID: 1645489)
- SHI France, FR, Issy-les-Moulineaux (Issy-les-Moulineaux) (MPNID: 2485733)
- SHI International Corp, NL, Hertogenbosch (Hertogenbosch) (MPNID: 2721352)
- SHI Switzerland, CH, Zug (Zug) (MPNID: 2747384)
- SHI International Corp, CN, Hong Kong (Hong Kong) (MPNID: 3005607)
- SHI INTERNATIONAL SAS,FR,ISSY LES MOULINEAUX (ISSY LES MOULINEAUX) (MPNID: 4411644)
- Gabriel Cohen (ISSY LES MOULINEAUX) (MPNID: 4411645)
- SHI Singapore Solutions PTE. Ltd., SG, Singapore (Singapore) (MPNID: 5010404)
- SHI International Corp Hong Kong Limited, HK, Central HK (Central HK) (MPNID: 6082723)
- SHI Global IT Solutions Ireland Limited, IE, Dublin (Dublin) (MPNID: 6082726)
- SHI Corporation UK Ltd, GB, Milton Keynes (Milton Keynes) (MPNID:

Microsoft Corporation is an equal opportunity employer.

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com

Microsoft

6236818)

- SHI International Corp Australia Pty Ltd. (Sydney) (MPNID: 6399328)

Best Regards,

Dan Rippey
Program Director for the Microsoft Partner Network

Microsoft Corporation

TAB 3 – PERFORMANCE CAPABILITY

2.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.

SHI Response:

Please see Appendix D, Exhibit A tab below.

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 exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

SHI Response:

Please see Appendix D, Exhibit B tab below.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

SHI Response:

Please see Appendix D, Exhibits F and G tabs below.

iv. Describe how Offeror responds to emergency orders.

SHI Response:

In general, nearly all cloud-based software offered through this response will be delivered through a download or another electronic method. In situations where physical product is required SHI can offer expedited delivery if the order is placed before the cutoff time and the product is in stock. Fees may apply.

v. What is Offeror's average Fill Rate?

SHI Response:

Per Q&A - Not applicable to this RFP.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

SHI Response:

Per Q&A - Standard language; if applicable to your offering please provide shipping & delivery timelines.

vii. Describe Offeror's return and restocking policy.

SHI Response:

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 then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to 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 in order 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 are available at SHI's GS Return policy link:
https://texas.gs.shi.com/CustomerServices/SHIInfo.aspx?ContentId=768.

viii. Describe Offeror's ability to meet service and warranty needs.

SHI Response:

SHI can offer 3rd party, non-manufacturer warranties that will allow customers to extend the life of mission critical devices with world-class service and support. These upgraded warranties are offered for an additional fee.

SHI Complete Care warranty programs allow customers to maximize their warranty benefits at minimal costs. Leveraging our partner network, SHI has managed to secure standard product manufacturer warranties for most customers at no charge for the first year. With the addition of SHI Complete Care, the same level of warranty services is provided for subsequent years – generally at a cost far lower than an equivalent manufacturer's warranty. Additionally, SHI Complete care customers pay no deductibles for claims.

Your SHI Complete Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our Warranty Services alleviate multi-year budgeting constraints and deliver service when and where you 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, our warranties protect against accidental damage, including drops, spills, and cracked screens.

Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use.

THE BENEFITS OF SHI'S ENTERPRISE WARRANTIES	SHI'S COMPREHENSIVE PRODUCT PROTECTION
• Coverage up to 5 years • 24/7 technical support • U.S. based call center • Global support Capabilities • 100% coverage for commercial use, parts, labor, and accidental damage • $0 deductible	• 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

If you maintain equipment under a warranty that is about to expire – or already has expired – SHI's post-warranty and maintenance agreements keep you covered. Our field engineers serve as an extension of your IT organization and deliver reliable, 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 your organization. Our 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 your needs, no matter where the equipment is located.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

SHI Response:

In general, SHI manages issues through the prioritization of your requests. Your dedicated SHI Account Team will escalate requests both internally and through our OEM partners, as required. SHI is committed to prioritizing customers interests and will be an advocate for your organization to resolve any issues. SHI is committed to providing Region 4 ESC with the resources you need to ensure high quality customer service in the support of your agreements. The team is committed to dedicating as much time as required to meet the required service levels. SHI's escalation process is simple and straightforward. You may escalate a question to the next level at any time that you feel is appropriate. Also, you can rest assured that, if necessary, your SHI representative will escalate an issue internally for resolution.

SHI is committed to your total satisfaction and has been and will continue to be willing to make the changes necessary to the account/support team and any levels of service, as required, to resume business continuity and restore harmony.

A key aspect of SHI's Quality Management System is our attention to performance by reviewing metric data. All departments must work together to meet SHI's Quality Objective. A breakdown in one area may

result in a delay in other areas. When all departments meet their objectives, SHI can meet or exceed our customers' expectations.

SHI encourages our customers to send emails to our Director of Quality at QualityDirector@SHI.com. The Director of Quality reports customer feedback to Top Management and Department Leaders at SHI. As necessary, they will respond to the customer's comment, assign a corrective action, and follow up with the customer to ensure that the issue has been resolved.

SHI is prepared to report on and take corrective action related to service incidents on a company-wide basis through our ISO 9001:2015 Quality Management System. SHI is committed to acting quickly and effectively to resolve any issues that may arise.

Our public sector field territories are structured by vertical and geography. With Account Executives (AEs) who live and work in their territories, our emphasis is on frequent, consistent, face-to-face communication with customers. Each AE is supported by a team of Inside Account Managers (IAMs) who are responsible for day-to-day customer service and questions surrounding quotations, order placement, and general concerns. Our inside sales teams coordinate an extensive network of additional support and resources behind the scenes and will work to get any question you have answered quickly and accurately.

SHI provides support to our customers between the hours of 8:00 am – 8:00 pm in every time zone. Individual team hours depend on the location of customers and contractual requirements. We are only completely closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Support is available every other business day of the year. Furthermore, SHI.com, SHI's e-commerce platform, is available to our customers 24/7/365.

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.

SHI Response:

SHI offers several billing options. Your dedicated SHI Account Team will work closely with Region 4 ESC to understand your billing needs and will work in coordination with your assigned SHI Accounts Receivable representative to establish a billing method that works for you.

Transactional Invoices

At the time of shipment, SHI will provide an invoice for each shipment under each customer purchase order number. Our standard payment terms are Net 30 Days.

Monthly Summary

The SHI consolidated billing option can offer tremendous savings; at the end of each month a single invoice will provide a detailed account of all transactions processed for that month. SHI's standard payment terms for monthly invoicing are Net 15 days.

Corporate Procurement Card

Many of our larger customers have implemented a Corporate Procurement Card Program, which SHI supports through our acceptance of MasterCard, Visa, and American Express. SHI provides Level II reporting data for credit card transactions, which means we are able to provide order header information on your credit card statements.

Financing

SHI Capital offers flexible payment solutions for our customers to finance 100% of their equipment, software, and services with 0% down payment, allowing them to preserve cash and accelerate their ROI while hedging against inflation and keeping updated with the latest technology. Let us suggest a customized, flexible payment solution to match the budget requirements that offer several different outcomes at the end of your finance agreement.

xi. Describe Offeror's contract implementation/customer transition plan.

SHI Response:

SHI understands the issues for our customers to transition their OEM agreements and procurement from one SHI to another. With the hurdles that our customers face in mind, SHI will create and execute a seamless implementation plan with as little disruption to customer as possible. Please find below an overview of SHI's implementation plan. More details can be added, as we work together to understand all of the requirements.

Transition Schedule

Please see the details below pertaining to SHI's transition schedule activities:

- The Account Executive would handle all contract negotiations, ensuring closure to support implementation of the program.
- After the contracts are completed, SHI would request a ramp up time window, to be determined by SHI and customer.
- A Program Management team would be formed to support customer; including members of the SHI Dedicated Account Team.
- A kick-off Sales/Operations meeting would take place to thoroughly review all customer requirements in detail. Parties in attendance would include members of your dedicated SHI Account Team along with additional SHI resources who will support the Contract. This review will follow the tentative schedule below:

Week One:

- Service Levels: Review of the customer requirements to ensure the implementation plan adheres to all expected and agreed to service levels for the services identified to be performed by SHI at the various levels.
- Dedicated Account Team Staffing: Begin process of naming primary and secondary IAM's and Licensing Executives for all customer's IT procurement activities.
- Assets: Begin process of defining customer's current assets and requirements.
- Previous/Existing Service Customer Transition Plan: Discussion regarding any obligations from any previous or current service provider, identifying areas of assistance SHI can provide in transition plan.
- Week One Program Management Review

Week Two:

- Customer to identify details and conditions.
- Customer/SHI to notify manufacturers of change in Reseller on the Agreements.
- SHI to create overview documents of each agreement for access by all Account Team Members.
- Customer/SHI to identify new agreement opportunities.
- Order Process Flow: A complete review of required order flow processes would take place, ensuring any modifications to standard processes to meet the unique requirements of customer are documented and communicated across the entire support team.
- Week Two Program Management Review

Week Three:

- Orientation: Both SHI and customer would receive orientation as to responsibilities, requirements, standard operating procedures as well as critical tasks and timelines. Important areas of review will be customer specific training on purchasing policy and procedures, ordering procedures and specifics, points of contact within customer environment to include but not limited to the Technical Staff, Operational Staff, Third Party SHIs and others as deemed appropriate.
- Training on Value-Added Tools: Training to identify customer staff on how to utilize tools such as order status tracking, Report Factory, License Management System, License Allocation System, License Redeployment Management Service and SHI Direct.com comparison features.
- Week Three Program Management Review

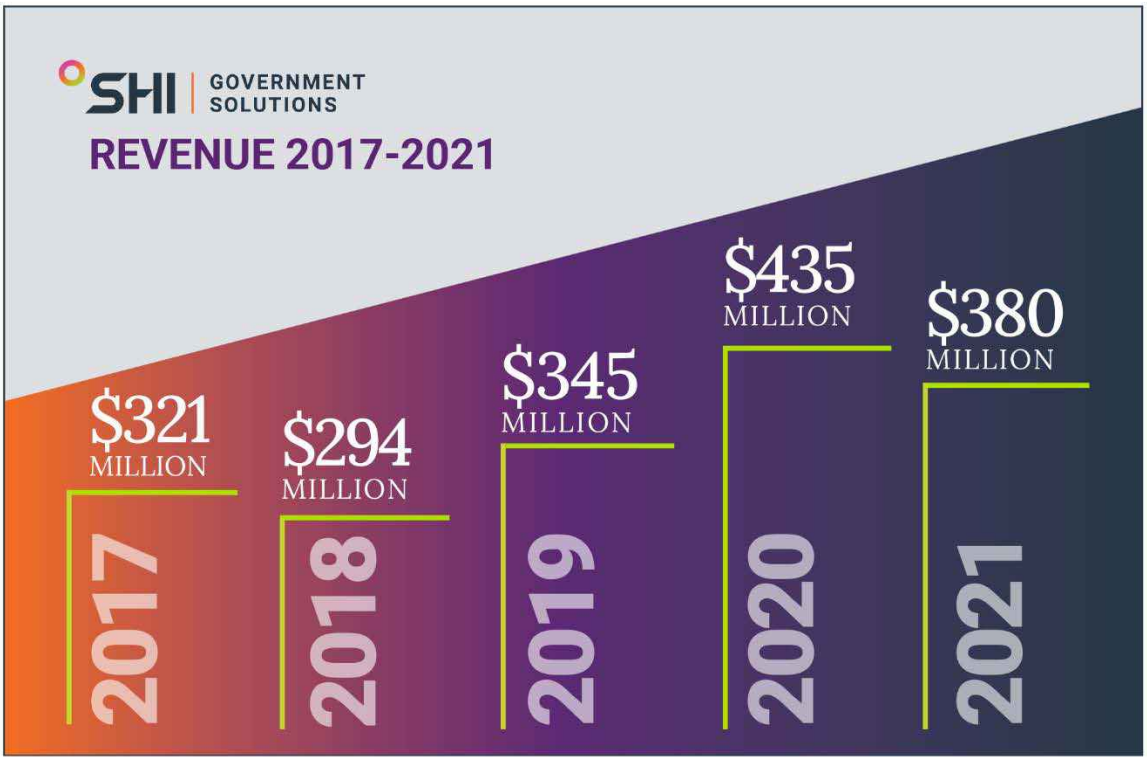
Week Four:

- Week Four Final Program Management Review: Meeting to review all pieces to ensure cohesive program planning. Implementation plan finalized with go-live date solidified.
- Pilot: A selected number of orders will be run through the process identified for real-life scenarios to gain final approval for all procurement activities. Once this has been agreed as operational by all parties, the go-live date will be confirmed.

xii. Describe the financial condition of Offeror.

SHI Response:

SHI Government Solutions is a privately held company under the same ownership since 1999, and we have a financially strong and stable business model that has proven itself over time. In 2021, we transacted business with more than 600 unique public sector entities across the State of Texas, recognizing revenues at more than $380 Million. We are sufficiently capitalized and funded to support the full scope of services and full potential term of any contract resulting from this RFP without jeopardy to any other ongoing or future business endeavors. SHI-GS's gross annual sales for the prior five years are:



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.

SHI Response:

As part of SHI's Procurement Services, SHI will provide a web-based procurement platform, https://texas.gs.shi.com/. Our platform offers the latest in functionality and the greatest in a user-friendly interface. SHI.com also offers functionality explicitly designed for business-to-business. Whether used as a stand-alone procurement system or integrated with the customer's current procurement systems, SHI.com provides the functionality and customized user experience needed to manage your I.T. procurement workflow.

The SHI E-Commerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule training based on the customer's level of access to the site. Upon award, your Account Executive will work with Region 4 ESC's stakeholders to determine the program and schedule that would work best for them.

SHI's Procurement Platform includes innovative Custom Catalog capabilities, which dynamically filter product offerings to provide SHI clients with personalized product information views. SHI clients can easily find and compare SHI's products. SHI can deliver a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products and contracts or standard items. We provide tremendous customization and seamless workflow that meets your unique needs.

Users with the appropriate permissions can run the following types of reports on SHI.com:

- Invoicing
  - 12-month spend manufacturer profile
  - Invoice detail report
  - Invoice detail for manufacturer report
  - Invoice detail with serial numbers report
  - Invoice detail with serial numbers and tracking report
  - Invoice summary report
  - Product purchase history report
- Order
  - Order detail report
  - Shipped order detail report
  - Un-invoiced order report
- Entitlements
  - Maintenance renewal report

The user will select the report type, the date range for the report, and will enter the email address for delivery, up to an unlimited number. Also, you will select the format in which you want the reports, i.e., Microsoft Excel, HTML, tab-delimited text file, or fixed-width text file. Once the form is complete, our server will run the report and send the email with an attachment in the requested format. Our web-based reporting tool delivers 95% of all reports within 5 minutes.

SHI would look forward to the opportunity to demonstrate the full capabilities of this site to the Region 4 ESC.

xiv. Describe the Offeror's safety record.

SHI Response:

Per Q&A - Not applicable to this RFP.

xv. Provide any additional information relevant to this section.

SHI Response:

Not applicable.

APPENDIX D, EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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.

Appendix D, Exhibit A - 3.0 SUPPLIER RESPONSE

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

3.1 Company

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

SHI Response:

SHI Government Solutions (SHI) welcomes the opportunity for partnership with OMNIA Partners as we deliver the following proposal in response to your invitation to secure a provider for the Contract for Total Cloud Solutions and Services. As a total IT solutions provider and a value-added reseller, SHI is best and specifically qualified to meet the ongoing needs of OMNIA Partners, evidenced by our dedication to procuring top holistic IT solutions and partnerships, and our commitment to understanding the specific needs and requirements of our Texas government and education customers.

In 1999, SHI International Corp. dedicated a subsidiary sales force division to government and education sales. The new company, SHI Government Solutions, is incorporated in the state of Texas with its principal place of business in Austin. All state of Texas government and education contracts were assigned to SHI Government Solutions.

SHI International Corp., and subsequently **SHI Government Solutions,** has been a contract vendor for the state of Texas since 1994. Over our 27-year history supporting Texas public sector customers, we have consistently transacted business with education and government organizations throughout the Lone Star State including state agencies, local government, K-12, and higher education.

SHI offers custom IT solutions for every aspect of your environment from software and hardware procurement to deployment planning, configuration, data center optimization, mobility, and IT asset management. SHI offers next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by the leading manufacturers, publishers, and providers in the industry.

SHI has sustained consistent growth in not only our business, but also the expansion of our regional sales teams. Our success has stemmed from outstanding customer support through dedicated account teams, constant development of service and support enhancements, strong partnerships with industry leading manufacturers, and a company-wide determination to be the best in the industry.

> "Because SHI Government Solutions is affiliated with UT supply chain, we can be confident that we are receiving the best value for products/services."
>
> **IT Administrative Specialist**
> UT Tyler

Achievement to us is tallied primarily by the strength and endurance of our partnerships with organizations like yours. The success of our relationship with OMNIA Partners be founded upon three key principles:

- Our proven ability as a holistic IT solution provider to supply OMNIA Partners with an unsurpassed catalog of hardware peripherals, software, and services.
- Our commitment to innovation, cost-reduction, and proactive customer service for OMNIA Partners.
- Our dedication to proactive communication and building relationships with representatives of OMNIA Partners at every opportunity.

We have focused our partnership with the fundamental purpose of improving processes throughout the Contract. Our approach to continuous advancement and innovation is demonstrated in SHI's robust web portal, which provides order processing and asset management reporting.

With more than $380 million of technology products and related services sold to Texas government and education customers in 2021, SHI is a reliable and experienced IT solutions vendor to customers throughout Texas. Boasting the largest field sales team in Texas, we are confident that we are uniquely positioned to help OMNIA Partners focus on meeting their evolving technology needs.

SHI's proposal incorporates our values and mission to deliver a high quality and high value service and support model for this contract and those using the contract. As you will see in Tab 3 – 3.3 G Marketing and Sales, SHI supports the state of Texas using an extensive team of local account executives and technical and licensing specialists, all of whom are proficient in supporting education customers. Our dedicated field account executives live and work in geographically concentrated territories, tailoring marketing and selling strategies for their customers. Our localized presence allows us to deliver products and services employing both the benefits of SHI's broad partnership network and our incomparable customer-centric approach. With SHI as your partner, you can trust in more meaningful account oversight and a guarantee that we are effectively collaborating with all geographies throughout Texas and with OMNIA Partners at a local level.

Our proposal responds directly to the prompts and requirements within OMNIA Partners request for proposal and validates how SHI is uniquely qualified to receive the position as the preferred supplier for the Total Cloud Solutions and Services proposal. With an engagement plan and

customer support services designed to enhance OMNIA Partners' current productivity and allow for better delivery of services to the staff and students of OMNIA Partners. SHI is poised to provide the OMNIA Partners and its affiliates with business continuity, improved services, and modern innovations. Our success is based on a foundation of customer centricity, accessibility, and consistency. We are pleased to present this proposal to you, and pledge to collaborate with you with integrity, transparency, and success – from products to partnership and at every step along the way.

Demonstratable Success

We thoroughly understand the business nuances, intricacies and contract management requirements articulated within the RFP, and we will ensure continued, determined success. The greatest strength we offer is the profound experience and dedication of our SHI team. We are eager to employ our vision forward to provide continued solutions for identifying and leveraging innovations that benefit all OMNIA Partners, and we've included concepts in our response that detail many of those modernizations. SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their specific needs and concerns – and OMNIA Partners will receive devoted attention from our local team members who call Texas home.

Expert Partnership

SHI is committed to providing the most advantageous pricing models and the most exceptional value; we recognize that our role as your partner is to support OMNIA Partners, providing expert best practices to keep your IT resources safe, secure, and operational: 24 hours a day, 365 days a year. As an OEM-neutral partner, we will take pride in helping you optimize your cloud solutions and services investment to create streamlined and efficient processes and aggregate your purchasing power to obtain the best pricing available.

SHI is recognized as a leading partner for all major Cloud Provider platforms, with the expertise and certifications to prove it. The mission of our cloud specialists has been to help organizations like yours choose the right platform strategy for their unique needs, creating highly tailored solutions that build on the individual strengths of platforms and technologies. Our success is shown through our cloud partners awarding us with recognitions and certificates that demonstrate our knowledge and ability to migrate, optimize, and modernize our customers cloud infrastructure.

aws partner network
Premier Consulting Partner
MSP Partner
Migration Competency
Well Architected
Storage Competency
Solution Provider

Gold Microsoft Partner | Azure Expert MSP

Google Cloud Partner

VMware Cloud on AWS
Master Services Competency

Quality and Commitment

We currently hold several state of Texas and Texas-based cooperative contracts and maintain successful partnerships with customers in every vertical: state government, local government, education (K-12 and higher ed), and healthcare. Through these often-complex contracts, we build connections to partner closely with each entity and dive deeply into the infrastructure, procurement, and regulation obstacles that they face. We provide our customers with complete, end-to-end lifecycle management by combining the abilities of our experienced field sales team, local technical resources, internal presales technical resources, and our widespread partner network.

SHI continues to adapt and grow with the ever-progressing IT industry, ensuring our customers have reliable, consistent, functional hardware and software – and technology services – regardless of circumstance. Now in our 23rd year of business, we specialize in results that are customized to our clients, including providing educational technology, grants support, and services that substantiate the expressed needs and requirements within this RFP. We are committed to providing OMNIA Partners with comprehensive and complete IT solutions.

At SHI, we measure our success not just by the bottom-line numbers on our spreadsheets, but by the quality of our relationships. We understand that our growing success stems directly from our purpose – to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for decades to come as an industry leader.

> "As I have been thinking back on this from last year, I know we were faced with extra challenges, which makes it even more laudable that y'all (SHI-GS) were able to successfully navigate the large deployment volume given the newness of COVID-19.
>
> **THERE WAS LOTS OF COMMUNICATION, TRANSPARENCY, AND RESPONSIVENESS.**
> If one person on your team was not available, I was able to get what I needed answered/taken care of from someone else.
>
> **SHI HELPED TO MAKE AN EXTRA STRESSFUL AND STRANGE TIME A LITTLE MORE BEARABLE ...**
> I would definitely recommend working with you again in the future."
>
> **Connie DiVincenzo**
> UT Austin, Administrative Services Officer III
> Financial and Business Services

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

SHI Response:

SHI-GS – 25 Account Executives and 22 tele-sales specialists.

SHI International – 165 Account Executives and 175 tele-sales specialists.

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

SHI Response:

SHI supports clients from its Somerset, N.J. world headquarters and over 35+ global offices throughout the U.S., Canada, the U.K., Ireland, France, Hong Kong, Singapore and most recently, Australia. SHI's goal is to foster long-term, mutually beneficial relationships with its customers and partners daily. SHI's strategic footprint grants global scale and local reach, allowing us to be both responsive and proactive when delivering a complete solution to our customers. 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 is an $12 Billion company with over 5,000+ employees. Please see the list below, which represents our global locations. In addition to the sites listed, SHI plans to expand our global footprint during 2021 to Germany and the Netherlands.

SHI partners with our major distributors to provide efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.

To further support our customers need for reliable stock, SHI is proud of our abundant and broad community of distributors and partners, and 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. For every customer transaction, we source from the supplier with

inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.

SHI Government Solutions' headquarters is: 3828 Pecana Trail, Austin, Texas 78749.

SHI International Corp.'s headquarters is: 290 Davidson Avenue, Somerset, New Jersey 08873.

D. Annual sales for the three previous fiscal years.

SHI Response:

SHI-GS:

- 2021: $380 million
- 2020: $435 million
- 2019: $345 million

SHI International:

- 2021: $12 billion
- 2020: 11.1 billion
- 2019: $10.7 billion

a. Submit FEIN and Dunn & Bradstreet report.

SHI Response:

SHI Government Solutions Federal ID is 22-3695478.

SHI Government Solutions DUNS number is 14-724-3096

D&B Finance Analytics

LIVE REPORT

SHI/GOVERNMENT SOLUTIONS, INC.

D-U-N-S Number: 14-724-3096

Phone: +1 512-634-8100

Address: 3828 Pecana Trl, Moved From: 1301 St Mo-pac Expy Ste 375, Austin, Tx,Austin, TX, 78749, United States Of America

Endorsement:keith_markowski@shi.com

Summary

KEY DATA ELEMENTS

KDE Name	Current Status	Details
D&B® Paydex® Norm	77	
Credit Limit - D&B Conservative	20,000.00	Based on profiles of other similar companies.
Credit Limit - D&B Aggressive	35,000.00	Based on profiles of other similar companies.
Delinquency Score Class	2	Low to Moderate Risk of severe payment delinquency
Delinquency Score Raw	576	Low to Moderate Risk of severe payment delinquency.
PAYDEX®	55	26 days beyond terms
Delinquency Score	89	Low to Moderate Risk of severe payment delinquency.
Failure Score	20	Moderate to High Risk of severe financial stress.
D&B Viability Rating	5 7 8 G	View More Details
Bankruptcy Found	N	
D&B Rating	--	Unavailable.

ALL ACCOUNTS

Totals	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due
-	-	-	-	-

Account Level Detail

Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due
No data found				

E. Describe any green or environmental initiatives or policies.

SHI Response:

As a reseller and not a manufacturer, SHI naturally has a low impact on the environment. However, we are always mindful of the environment and work to reduce any damaging effects from our organization while protecting our staff's safety and well-being.

Preserving the environment and fostering a sustainable future are crucial principles of our overall business strategy. Incorporating environmentally-friendly initiatives — whether internally or alongside our partners — minimizes the amount of yearly technology waste and maximizes our impact toward a greener planet.

Our environmental initiatives focus on four areas:

- Sustainable Solutions
- Securing Green Products
- Resource Usage and Efficiency
- Employee Awareness

SHI's Sustainability Solutions

As a solutions provider and technology advisor, we are here to help you reduce, reuse, and recycle technology assets through our various eco-friendly solutions. Sustainability is a crucial part of SHI's overall business strategy.

Driven by the issues of rising energy costs, asset disposal, Restriction of Hazardous Substances (RoHS), and government regulations to reduce carbon footprint, SHI understands that "Green IT" in the data center is as much about business necessity as it is about corporate social responsibility. SHI recognizes that moving towards a green data center requires going beyond the data center and adopting a broad approach that drives behavioral changes and technology improvements. Providing a vendor-independent approach to data center efficiency, SHI is available to help our customers with the many questions and challenges faced in today's data centers - from asset disposal to data center design.

Incorporating environmentally friendly initiatives into our business strategy helps us protect the planet and reduce IT hardware waste each year. In support of "Green IT," SHI's sustainable solutions include Asset Recovery, Asset Disposal, E-Waste Recycling, Hardware Redeployment, Hardware Remarketing, and leveraging Cloud and Data Center Solutions to reduce carbon emissions derived from physical IT infrastructure. We have also recently added a Carbon Neutral IT Asset Disposition (ITAD) program detailed below.

The outline below are sustainable solutions that SHI can implement for your organization:

- Asset Recovery – We pick up your old equipment, take inventory of what's still usable, and report our findings back to you.
- E-Waste Recycling – We hold multiple recycling events so you can quickly and properly dispose of unwanted devices.
- Hardware Remarket – We put your hardware back on the market if you cannot or choose not to reuse it.

- Asset Disposal – We work with partners to ensure your old hardware is recycled correctly.
- Hardware Redeployment – We determine if your equipment is eligible for reuse and keep stock in our warehouse that you can redeploy at any time.
- Cloud and Data Center Solutions – A study commissioned by AWS and conducted by 451 Research shows that enterprises can reduce their carbon footprint by up to 88% by leveraging the cloud. SHI has the expertise and people to help our customers get to the cloud smartly and take advantage of this and other cloud computing benefits.
- IT Asset Disposition Program – The CO2Neutral™ Program is a practical, cost-saving option for businesses and organizations to receive top dollar cash and carbon credits for their aging and unwanted IT assets. For more information about our Carbon Neutral program, please contact AssetRecoveryServices@shi.com.

To learn more about SHI's sustainable solutions, please visit our website: IT Sustainability.

Securing Green Products

SHI has access to manufacturer product lines across all key solution groups and can source products with environmental certifications such as Energy Star and EPEAT. SHI will work on the customer's behalf to identify products with these certifications from our major OEMs.

Resource Usage and Efficiency

SHI's policy is to operate its business as an excellent environmental citizen committed to managing resources and concern for our environment's well-being. While SHI is not a manufacturer of the products we sell, we are not ignorant of its impact on the environment. We have no fumes, wastewater, or electromagnetic discharge coming from our facility.

Energy Efficiency

SHI's goal is to consume less energy and reduce our environmental impact. Our goal is to reduce our power consumption by 1% per year. We take action through:

- Monitoring power consumption
- Utilizing advanced energy-saving systems such as automatic lights and energy-saving computer monitors.
- Use of materials from renewable resources, non-toxic materials, and recyclable items
- Installing timers on facility lighting to reduce electrical consumption

Waste Minimization

SHI encourages individual responsibility and supports waste minimization in the following ways:

- Striving to reduce paper consumption by 1% per year
- Monitoring the purchase of cut sheet paper
- Establishing a goal of 100% for recycling paper, plastics, glass, and cardboard
- Comply with county and municipal recycling regulations by recycling paper, glass, plastic, batteries, and cardboard.
- Recycle toner, computers, and other office equipment according to EPA guidelines
- Providing recycling facilities for paper, printer toners, etc.
- Supporting double-sided printing and photocopying
- Using proper disposal or recycling of IT and electronic equipment per local regulations
- Using appropriately licensed organizations to remove special waste (such as defective monitors or neon tubes).
- Donating IT assets to those who would not otherwise have access

Carbon Neutral

SHI's Carbon Neutral program offers customers incentive to support green initiatives because customers now have the option to trade their aging or unwanted IT assets for cash or Carbon Credits. To participate, customers will first contact SHI to identify the End-of-First-Life™ technology requiring disposal, and SHI will provide an appraisal detailing what the assets are worth. If the customer accepts the offer, Carbon Neutral will securely pick-up and transport the IT assets to an ISO-Certified processing facility where the assets are audited, tested, de-branded, and wiped clean in accordance with National Institute of Standards and Technology 800-88 Guidelines for Media Sanitation. Lastly, these securely sanitized assets can be turned into cash by selling into established markets, or customers can opt to receive Carbon Credits.

Water Efficiency

SHI has installed water-efficient plumbing fixtures, which reduces water usage by 40%.

Greenhouse Gas Emissions

Our goal to reduce Scope 2 greenhouse gas emissions is a 1% reduction per year since our power consumption goal and Scope 2 greenhouse gas goal are directly linked.

Employee Awareness

SHI maintains our employees' awareness of SHI's commitment to reduce our environmental impact and limit our carbon footprint.

SHI's vow to sustainability extends beyond our organization as we look to raise awareness of sustainable practices with our customers and assist in their environmental initiatives. To help our customers maintaining environmentally friendly practices, SHI offers asset disposal and recycling programs to ensure the safe disposal of computers and office equipment. These programs are customizable to complement the customer's initiatives while upholding EPA guidelines and regulations. Equipment will be redeployed within an end customer's organization, donated to a

recognized charitable organization, recycled to the fullest extent possible, or disposed of per EPA regulations.

Furthermore, SHI promotes sustainable practices for our staff and focuses on increasing employee awareness of environmental initiatives. SHI encourages employees to carpool and work from home offices when possible and has further reduced the travel-related environmental impact of our staff by promoting:

- Teleconferencing and other collaborative working tools to limit the number of business trips
- A Work-from-Home policy, when possible
- Flexible working hours
- Use of public transportation

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.

SHI Response:

In 2004, SHI launched an executive initiative to increase SHI International Corp's presence in the minority business community and established a diversity business development program. An executive-level position was created to meet our customers' expectations for SHI's participation in their M/WBE development and 2nd Tier programs. SHI is the only M/WBE that maintains a fully staffed team dedicated to supplier diversity matters for our clients and vendor partners.

Why are diverse suppliers an essential part of SHI's mission statement and philosophy? The answer is simple. SHI sees diverse suppliers as the cornerstone of our organization's success, helping us in an exemplary fashion consciously source our products and services while maintaining profits, growing customers, improving the economy, and encouraging innovation.

Our team manages and distributes just over 200 diversity spend reports to our clients today. SHI continues to increase the number of diverse suppliers in SHI's Managed Partner Network, which our internal operational requirements alongside accommodating our clients to meet their specific governmental, educational and corporate diversity goals. Also, SHI annually sponsors and supports a little over 50 supplier diversity-related events annually, including corporate client-sponsored events that value diversity spends opportunities across the country. SHI is a Corporate Plus member and a sustaining annual contributor to the Business Consortium Fund of the NMSDC.

SHI's Diversity Team

SHI's Diversity Team seeks to enhance business opportunities with companies whose corporate objectives include supplier diversity. As a minority-owned (MBE) and woman-owned (WBE) enterprise, SHI is the country's largest MWBE provider of information technology products and services. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet SHI product requirements and operational needs. Our Diversity Team brings broader, fresh ideas and new perspectives to the table for the good of everyone.

MBE Partner Network and Initiatives

SHI has an active program to recruit minority, women, veterans, and disabled/small disadvantaged/HUB zone-owned businesses as "Go-To" partners for both SHI internal services and Client Services requests. This program's success is coupled with an executed Partner Teaming Agreement with minorities, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses. We actively mentor several groups seeking to promote them internally and to other SHI customers. To date, these businesses have gained entrée into several of SHI customers as a direct result of SHI's referral. Our diversity team engages our Director of Partner Network to attended supplier diversity events with the sole purpose of recruiting additional "Go-To" minority-owned businesses.

Tier II Program

The growth, development, and mentoring of minority, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses is a commitment SHI regards as crucial to our significant client's continued success. Capturing and retaining our clients' loyalty that value diversity spend is an integral part of our professional services strategy and mutual benefit. As a Large M/WBE, we continue to grow an effective Tier II program by accessing our Services Partner database utilizing qualified certified minority, women, veteran, and disabled/small disadvantaged/HUB Zone-owned businesses complements our major clients' overall supplier diversity program today.

SHI plays a key role as a Primary vendor or Tier I supplier to many of our major business segment clients today. We provide Tier I quarterly reports to 200+ clients today. By customer request, we also offer Tier II reporting where the totals reflect a direct link to our customer procuring professional services through a subcontract arrangement that is directly tied to the client's performed service.

SHI understands there is value along with a continued commitment on your organization's part to help increase your Tier II spend with minority, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses. In support of this commitment, SHI International collaborates with these diverse businesses as our sub-service providers to furnish your company when they meet your quality, service, and price standards.

Whether positioned as a prime supplier or a minority / woman-owned supplier, SHI International Corp. provides the same great level of outstanding products, services, and first-class support to our customers. SHI has successfully launched and is committed to growing its diverse business development initiative. We have paired with our Partner Network team to fully engage minority, women, veterans, and disabled/small disadvantaged/HUB zone-owned 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: NY&NJ Minority Supplier Development Council and Women's Business Enterprise Council

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: The Texas Comptroller of Public Accounts

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: _____

THIS CERTIFIES THAT

SHI International Corp.

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **NEW YORK & NEW JERSEY MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 423430; 541519

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

03/02/2022		NY03805
Issued Date		**Certificate Number**
03/31/2023	**Ying McGuire** **NMSDC CEO and President**	
Expiration Date		**Terrence Clark, President & CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

SHI International Corp.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Metro NY, a WBENC Regional Partner Organization.

Certification Granted: February 28, 2013
Expiration Date: February 28, 2023
WBENC National Certification Number: 2005121863

Sandra Eberhard, President & CEO Women's Business Enterprise Council Metro NY

WBEC METRO NY
WOMEN'S BUSINESS ENTERPRISE CENTER

NAICS: 541519, 423430, 541511
UNSPSC: 43000000, 43211500

Great Lakes Women's Business Council · Greater Women's Business Council · Women's Business Council Southwest · Women's Business Development Center · WBEC Greater NW · WBEA · WBEC East · WBEC Florida · WBEC ORV · WBEC Pacific · WBEC South · WBEC West

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	1223695478500
File/Vendor Number:	082075
Approval Date:	21-APR-2020
Scheduled Expiration Date:	21-APR-2024

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SHI GOVERNMENT SOLUTIONS, INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 24-APR-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

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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.

SHI Response:

SHI International Corp. will provide services that will augment what SHI Government Solutions provides directly in support of Region 4 ESC customers. They have been selected because they have the licenses and certifications required to perform these services and have proven their capabilities and reliability through previous engagements to be valuable partners to SHI.

SHI Government Solutions is a state certified HUB vendor. We have the resources to complete the defined scope of work within this RFP with our own sales team, equipment, supplies and materials. If sub-contracting opportunities are identified at a future date, we will immediately contact the project manager and HUB Coordinator and commit to perform a Good Faith Effort through solicitation of HUB firms and submit an amended HUB Subcontracting Plan.

When searching for a partner for a subcontracting opportunity, we use the Centralized Master Bidders List HUB Directory to search for potential HUB partners. We also participate in local events, such as the State of the State conference and the Texas Association of State Systems for Computing and Communications conference which offer networking opportunities to connect with local HUB vendors.

I. Describe how supplier differentiates itself from its competitors.

SHI Response:

SHI's breadth of offerings is unparalleled in the industry. SHI is committed to providing customers with as many products as possible, from as many publishers as possible. Not all of our competitors are willing to do this, but SHI understands this is a valuable service for our customers. It would be expensive and time consuming for contract users to establish buying relationships directly with a large number of software publishers and hardware manufacturers, and it is our pleasure to fulfill this role for you.

It is important, however, to be aware that not all resellers are willing to accommodate requests for longtail software (software and hardware partners with whom a reseller does very little business and does not have an automated process established). SHI's list of longtail partners is over 10,000 partners, and we have proven our commitment to taking care of our customers' needs in this way over years of service to contract users. We take the time to research, quote, and procure software and hardware that is important to our customers, even when the orders are small, or it is challenging to transact business.

This is unusual in an industry where our competitors will often refuse to quote or process these orders and try to restrict the number of partners they work with. In fact, most of our competitors will not offer longtail publishers at all and restrict their offerings to just a handful of partners. We encourage you to explore this as you endeavor to compare "apples to apples" among offers.

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

SHI Response:

Within the last five years, SHI-GS has not been involved in any investigations or litigation, whether civil or criminal, that are material to its business or financial condition or that pertained to failures in its business relationships, and no such investigation or litigation is currently pending, and SHI-GS has received no claims pertaining to significant contractual failures, whether actual or alleged, and has not entered into any settlement agreements relating thereto.

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.

SHI Response:

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

L. Describe any debarment or suspension actions taken against supplier

SHI Response:

Within the last five years, SHI-GS has not been involved in any investigations or litigation, whether civil or criminal, that are material to its business or financial condition or that pertained to failures in its business relationships, and no such investigation or litigation is currently pending, and SHI-GS has received no claims pertaining to significant contractual failures, whether actual or alleged, and has not entered into any settlement agreements relating thereto.

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.

SHI Response:

One of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing software, hardware, Cloud, and other products. SHI's current catalog includes tens of thousands of hardware, software, and other product partners. Generally, SHI can sell between 75%-100% of our partners' product lines. We typically offer a wide range of services directly or by leveraging our Elite Partner Network's expertise. SHI can provide our customers with full IT solutions, from commodity software and hardware to complete, end-to-end data center solutions. SHI has a diverse partner ecosystem, supporting over 15,000+ unique Publishers and OEMs today. For OEMs that SHI does not do business with today, we can utilize a Letter of Authorization from your organization to onboard new suppliers. SHI will work in coordination with your procurement team as needed to engage these software publishers.

Top Partnerships

SHI has top-tier authorizations and certifications for every major OEM. The table below represents SHI's top 25 partners:

SHI Support Structure

Over the past decade, the requirements for effective IT have transformed. Although there is still a need for commodity products, attention has shifted to a “building solutions” approach to solve customers' needs. In response to this shift and working from our customer-centered foundation, we developed solution-based support teams. The common goals of our support teams are to address our customers' needs, help them acquire the right technology, and facilitate the adoption of that technology into their customers' environment. SHI has technical expertise around our entire portfolio of services and products, ensuring we are able to meet all customers IT needs.

Our support teams include:

- Core Solutions Executive—In order to provide more technical expertise, SHI employs a team of Core Solution Engineers. Our CSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions.
- Advanced Solutions Group—In synchrony with other support teams, SHI’s Advanced Solutions Group (ASG) has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions. ASG's goal is to help customers execute their mission and educate end- users by getting the right technology to the right people at the right time.
- SHI Training—Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our SHI Training team complements our other services seamlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our SHI Training team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology.
- Software and Hardware Partner Support Organizations—SHI has the largest team of Hardware, Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award-winning team of Software and Licensing Specialists is available to assist customers with selecting licensing programs, executing agreements, and supporting the agreement lifecycle. Today, SHI also has dedicated teams that support over 100 Strategic and Emerging Technology Partners.

Subject Matter Experts

Specializing in IT solutions that fit precisely with our customers' needs, SHI offers robust technical advice and support through product selection and options analysis. SHI offers custom solutions and services for every aspect of an IT environment, from software and hardware procurement to deployment planning, configuration, cloud and data center optimization, networking, mobility, and IT asset management. Through our large support team of 500 pre-sales technical support that comprises SHI's Software Licensing and Hardware and Advance Solutions departments, SHI has the expertise to help our customers identify best-fit products. No other IT products reseller provides as extensive an internal support organization dedicated to providing superior customer support.

Technical pre-sales resources support categories such as:

In addition to the partner support associated with these categories outlined above, SHI has an Emerging Partners Team. They are constantly reviewing new technologies and new OEMs to offer to our customers, including a Cloud Partners Team that concentrates on specific cloud technologies. SHI has OEM Support Teams, technical resources, and relationships with manufacturers to assist your organization with your specific needs concerning emerging technologies and new solution sets. SHI has quarterly meetings with Gartner and IDC to stay abreast of the latest and best technologies. SHI works closely with each OEM to provide new products as soon as they are available. Your organization can pre-order new products through SHI yet to be released to get them as soon as they come to market. SHI's Solutions Teams and Product Specialists will alert your Account Team of the newest and most cutting-edge technologies to make them available to your organization.

Professional Services

Whether it's streamlining the business of IT with innovative eProcurement, fulfillment and IT asset management solutions, helping you build hybrid data center and storage solutions, securing your growing diversity of data and assets or building a truly collaborative digital workplace, SHI has got your back at every stage of the technology lifecycle.

Regardless of your needs, our experts are ready to help you select, deploy and manage the very best solutions that our partners have to offer, complemented with a growing portfolio of SHI consultancy and managed services.

Our Professional Services team is vendor-neutral and uses its range of experience to help tailor conversations optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with deliberate planning, assessments, whiteboarding, proof of concepts, and obtaining demo units.

From product implementation through lifecycle support and asset retirement, SHI offers solutions customized to the unique needs of your environment. Whether you need a single service call or a complex roll-out, SHI will work with you every step of the way to ensure your goals are met on time and within budget. The chart below represents SHI's robust Professional Services portfolio.

Today, we continue to fine-tune our products and services to meet our customers' needs and the ever-changing technology landscape. Our catalog of products continues to grow and change in response to technological demands and customer needs. While the following is by no means a comprehensive list of all that we offer our customers, some services and products that we commonly provide include:

SHI Hardware Partnerships

End-User Computing Partners

Barcode Scanning
Honeywell
Zebra*

Mobility Solutions
Android Enterprise Recommended*
Apple Business Manager*
Google Chrome and Workspace*
JAMF*
Microsoft Endpoint Manager*
Microsoft Surface*
Samsung*
Workspace ONE (VMware)*

Carrier Activations
AT&T
T-Mobile/Sprint
Verizon Wireless

AR/VR
HTC
Microsoft
HoloLens*
Reality Labs at Meta*

Displays
Acer*
ASUS
Clear Touch
Dell*
Elo
HP Inc.*
Lenovo*
LG
Microsoft Surface Hub*
Panasonic
Planar
Promethean
Samsung*
Sharp NEC
ViewSonic*
Mounts
Chief Manufacturing
Ergotech
Ergotron
Humanscale
Peerless
Premier Mounts

Memory
Axiom
Kingston*
Micron
Samsung

Projectors
Epson*
Hitachi
InFocus
Optoma
Sharp NEC*
ViewSonic*

Cabling and Accessories
Barco
Belkin*
Black Box
C2G
CODi
Crestron
Griffin Technology
Incipio
Jabra
Kensington
Legrand AV
Logitech
Otter Box
Poly*
StarTech.com
Targus

Data Center Partners

Storage
Cohesity*
DataCore
Dell EMC*
ExaGrid
Hewlett Packard Enterprise* (+ Nimble)
Hitachi Vantara
IBM*
Lenovo*
NetApp*
Nexsan
Oracle*
Overland Storage
Pure Storage*
QNAP
Quantum
Qumulo
Rubrik
Seagate
Synology
Tintri
Western Digital

Networking
AddOn Networks
Arista Networks
AudioCodes
Avaya*
Cisco*
Cradlepoint
ExtraHop Networks
Extreme Networks
(+ Aerohive)
F5 Networks*
Forescout
Gigamon
Hewlett Packard Enterprise*
(+ Aruba)
Juniper Networks
(+ Mist)
Kemp
Lenovo*
NETGEAR
Opengear
Ribbon Communications
Riverbed
Ruckus Wireless
Thales Group
Ubiquiti
Verkada
Yealink
Zoom Video Communications

Converged Infrastructure
Cisco*
Cohesity*
Dell EMC*
Fujitsu
Hitachi Vantara
Hewlett Packard Enterprise*
(SimpliVity + Nimble)
IBM*
Lenovo*
NetApp*
Nutanix*
Oracle*
Supermicro
VMware*

* Dedicated Resources

SHI Software Vendor Partnerships

Strategic Software Partners

Acronis
Adobe
Altair
Arcserve
Attachmate
Autodesk
Bitdefender
Blackberry Cylance
Check Point
Citrix
Commvault
Druva
Erwin
ESET
Forcepoint
Fortinet
IBM
Ivanti
LogRhythm
Malwarebytes
McAfee
Microfocus
Microsoft
MobileIron
Okta
Oracle
Palo Alto
Parallels
Progress Software
Proofpoint
Quest
Rapid7
Red Hat
RSA
SentinelOne
SolarWinds
SonicWall
Sophos
Stealthbits
Symantec
Tableau
Tenable
Thycotic
Trend Micro
Unitrends
Veeam
Veritas
VMware

Cloud-Based Partners			
Amazon Web Services Actifio Alert Logic Bitglass BitTitan Box Carbonite Centrify Cloudflare	Cloudera CrowdStrike Datadog Dialpad Dropbox Dynatrace Fuze HashiCorp INAP/SingleHop	Informatica Infrascale Lightspeed LogMeIn LogicMonitor Lookout Mimecast Nasuni	Netskope OneLogin PagerDuty Qualys RingCentral ServiceNow TBI TeamViewer Zendesk Zerto Zscaler

Emerging Technology Partners			
Absolute Software Accellion AlgoSec AlienVault/AT&T Cybersecurity Alteryx Altova Arctic Wolf Atlassian Barracuda BeyondTrust BitSight Blancco BMC CA Checkmarx Chef Cherwell	Code 42 Cofense Contrast Security Couchbase CyberArk Cybereason Docker DocuSign Elasticsearch Exabeam Extensis FireEye FireMon Globalscape Idera Igel Imperva Infoblox	Infragistics Intel Software Intuit Kaspersky KnowBe4 MongoDB NetMotion Wireless New Relic Nexthink Nitro PDF Nuance/Kofax OpenText Ping Identity PulseSecure Puppet Qlik Redgate Software SAP/Business Objects	Seagull Scientific SecurityScorecard Silobreaker Skybox Security SmartBear Software Sparx Systems Splunk StorageCraft SUSE TechSmith think-cell Tibco Tripwire Tufin Turbonomic Varonis Veracode WatchGuard Zoho Corporation

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.

SHI Response:

Our approach to warehousing consists of relying on our SHI owned and operated warehousing facilities and capabilities as well as leveraging the robust network of our distribution partners. Our ISO certified Integration Center/Warehouses located in Piscataway, NJ are capable of securely storing customers inventory. In addition to warehousing your product standards, these state-of-the-art integration centers offer robust configuration services

To further support need for reliable stock, SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.

In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product.

In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.

Our major distribution centers are located strategically in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA
- Swedesboro, NJ

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 of this pricing.

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.

SHI Response:

Our Public Sector Division has been successfully supporting contracts that represent a broad portfolio of services and products for a range of public entities. Through these contracts, we build deep connections that allow us to partner closely with each organization and dive into the infrastructure, procurement, and compliance parameters they encounter.

In partnership with our 14,000 public sector customers, SHI's Public Sector manages over 500 current contracts, including hardware, software, services, cloud, and some that take a modern approach on technology procurement: allowing for a comprehensive catalog of both products and services. The SHI Public Sector unit made up over $3B of SHI's overall sales last year and was recognized as the #1 business unit. While 2021 was one of the largest growth years, SHI's Public Sector has grown consistently over the last 33 years. This overall growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. Whomever you work with at SHI, whatever location or specialty, however big or small your organization, you'll find that we all have one trait in common: our number one priority is your success.

We remain flexible in our approach to Public Sector and engage customers on an individual basis; we understand that one size does not fit all, and that philosophy is apparent in our service structure. In terms of organization, we have retained a small business feel in order to remain agile for Public Sector. 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.

SHI has access to top-level pricing discounts via our certifications and partner rankings with almost every major OEM. We maintain relationships with many distributors in order to ensure that our pricing is always competitive, allowing you to benefit from the combined buying power of all SHI customers.

For top tier spend with strategic suppliers, SHI leverages our decades-long experience as one of the largest, global software resellers, and calls upon the resources in our award-winning licensing and solutions teams to help customers optimize the key technologies in their IT software portfolio. For those key technologies, including security, storage, mobility, data center and networking, SHI can present customers with a neutral view of the industry, identify the leading technology providers to assist customers with portfolio analysis. SHI shares industry best-practices and trends and will help customers understand the total value and cost of potential changes.

For non-strategic tail spend suppliers, the SHI team will review spend on a quarterly basis to identify areas of overlap among customers' tail spend suppliers, to identify opportunities for contract co-termination, as well as supplier consolidation. For these opportunities, SHI will make recommendations for our customer's consideration as their end-users are likely to be the best source of subject-matter expertise on the technologies for their direct needs. The end-user community can then determine which products meet their requirements, and SHI can assist in contacting the selected suppliers to leverage volume discounting and preferential usage terms as directed by you – the customer.

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

SHI Response:

We maintain relationships with large IT Distributors, as well as smaller, local distributors, and the manufacturers directly, and we leverage our unique distribution model with these distributors to drop ship orders directly to the customers' locations. Our extensive distribution network allows for reduced time to market for our customers with distribution centers located throughout the U.S. SHI will always ship from the location with inventory closest to the customer's shipping address that has the best cost and availability for our customers. Shipments are made Monday through

Friday. Next day and Saturday delivery are available for in-stock items but are subject to a shipping fee and will require that the order be received before a certain cut off time.

Most transactional orders do not have an established on-time delivery guideline against which to measure our average on-time delivery rate. Where SHI has established a Service Level Agreement (SLA) for delivery of product to a customer, we have an average success rate of 98% or higher for meeting the established SLA. We will collaborate with our customers to ensure that we are able to meet your timeline for delivery.

With the exception of custom built or custom configured products, most products are delivered within 2-5 days of being ordered. Pre-configured systems are delivered to the customer on average 1.5 days from receipt of order. Custom PCs and Data Center hardware have longer lead times depending on the manufacturer and product ordered. At the time of quoting and again at order placement, the SHI sales team will inform the end user of the exact delivery timeframe.

On average, across our largest distributors, our fill rate is between 93%-100%. In most cases, where we are not filling orders on time, it is due to constrained items. In these cases, we notify the customer immediately and either source from a different distributor at the same cost to customer, continue to wait, or cancel the order based on what the customer wishes to do.

SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.

In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product.

In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.

Our major distribution centers are located strategically in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX

- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA
- Swedesboro, NJ

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 of this pricing.

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

SHI Response:

SHI supports clients from its Somerset, N.J. world headquarters and over 35+ global offices throughout the U.S., Canada, the U.K., Ireland, France, Hong Kong, Singapore and most recently, Australia. SHI's goal is to foster long-term, mutually beneficial relationships with its customers and partners daily. SHI's strategic footprint grants global scale and local reach, allowing us to be both responsive and proactive when delivering a complete solution to our customers. 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 is an $12 Billion company with over 5,000+ employees. Please see the list below, which represents our global locations. In addition to the sites listed, SHI plans to expand our global footprint during 2021 to Germany and the Netherlands.

SHI partners with our major distributors to provide efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.

To further support our customers need for reliable stock, SHI is proud of our abundant and broad community of distributors and partners, and 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. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.

3.3 Marketing and Sales

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

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

SHI Response:

SHI was previously an awarded supplier on OMNIA Partners' Information Technology Solutions & Services contract, so we understand how important go to market strategy is to overall success. Our relationship has been tremendously fruitful and mutually beneficial over the last 4 years, and we intend to further grow our affiliation through the addition of this contract vehicle.

Denise Verdicchio, SHI's Sr. Vice President of Public Sector Sales, has been an enormous ambassador for OMNIA since we first partnered two years ago. She will continue to not only sponsor this partnership but will also be an active participant in creating and supporting all marketing plans. Denise, along with the rest of our public sector leadership, is fully committed to the success of this contract. OMNIA Partners and its members will benefit from this personal touch and commitment.

OMNIA Partners will also work closely with Aimee Ballenger, SHI's Director of Contract and Strategy dedicated to public sector contract strategy and implementation. Aimee frequently collaborates with OMNIA for matters pertaining to our existing contract. Her level of engagement has been instrumental to the success of the OMNIA-SHI relationship, and you can expect that level of attention to continue if awarded the Total Cloud Solutions & Services contract.

Ongoing training of our sales force on this contract will be critical to our success. Within one week of award, SHI will organize a call that includes public sector senior leadership, marketing, sales and contract personnel for OMNIA. We will design a plan to:

- Train and enable all SHI public sector field Account Executives and leadership
- Train and enable SHI's SM SLED Inside Account Executives and leadership
- Announce contract strategies
- Facilitate current and prospective member market strategy
- Create ongoing marketing plans

SHI has monthly review calls with OMNIA in relation to our current contract. We'd fully anticipate adding discussions around this new contract to the agenda, if awarded. A healthy contract review will allow us to stay focused, to analyze results for plans and strategies currently in place, to discuss new campaign and marketing ideas, and to review the overall success of the contract.

Since our Account Executives in the field are located all over the country, the most efficient way to conduct training and enablement amongst them is through regional webcasts. There are, on

average, 30 Account Executives per region, so this will allow each call to have a more collaborative feel, while also allowing for in-depth discussion and answers.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

SHI Response:

SHI intends to collaborate with OMNIA Partners to formulate an extensive marketing plan. While our sales teams will be actively promoting this contract with our base of current/prospective customers, our goal is to increase the number of public sector customers that buy through

OMNIA cooperative contracts. We have dedicated resources in place who will market and support growth around our national contracts such as OMNIA. If SHI is awarded, the OMNIA team, alongside Denise and public sector leadership, will work with the following people towards creation and execution of this marketing plan:

Aimee Ballenger, Director of Contract and Strategy

Aimee_Ballenger@shi.com

Amelia Jakubczyk, Senior Capture and Development Manager

Amelia_Jakubczyk@shi.com

We have prepared the below marketing plan but will remain flexible and open to collaboration post award. We are agile and will work quickly to execute the agreed upon plan.

First week:

- Post announcement along with contract details and contact information to https://texas.gs.shi.com/.
- Begin design of co-branded marketing materials including print, electronic, email, and presentations.
- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads.
- Design and implement OMNIA Partners secured website on https://texas.gs.shi.com/ including OMNIA logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to OMNIA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials
- Finalize plans to publish and distribute
- Begin distribution to current and prospective OMNIA members

First 90 days:

- Complete training and enablement for SHI sales force
- Complete publishing and distribution of initial marketing materials
- Analyze initial activity
- Discuss next 90-day plan for marketing

Ongoing:

- Design and publish national and regional advertising in trade publications
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts

SHI participates in hundreds of trade shows, conferences, and meetings across the country. OMNIA has our commitment to participate at specified shows, as well as to look for additional

opportunities to broadcast and promote our partnership. Specifically, SHI will attend, exhibit and participate at the NIGP Annual Forum alongside OMNIA suppliers. We are happy to assist OMNIA in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance.

SHI currently provides seminars and workshops to our public-sector customers across the country. We would be pleased to do the same for National IPA members. In all cases, we would work with you to determine the right topics, venue, timing, and participants. Some examples include:

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with OMNIA as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together public sector IT professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from software volume licensing (Microsoft EA, VMWare ELA) and specific product features, to more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ.

Custom Events - SHI will help OMNIA coordinate any event that they believe will be beneficial to the participating entities.

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.

SHI Response:

SHI realizes that the transition process is essential to OMNIA Partners' success. In order to make the transition smooth, efficient, and effective, the process described may be customized to best meet the each member's specific needs. For now, the SHI team recognizes 6 areas of focus to help ensure that OMNIA's transition is successful:

- Manufacturer Supply and Pricing Agreements
- Product Standards
- Dedicated Account Team and Team Tools
- Custom/Customer Specific Reports
- Order Acknowledgement Customization
- Non e-Procurement Site Implementation: SHI.com

Current cooperative contracts that SHI holds include NASPO ValuePoint, Sourcewell, PACE, TIPS, BuyBoard and NCPA. The relationship we've forged with OMNIA over the past 2 years has

far exceeded anything we've done with these other cooperatives, and OMNIA contracts have become a "go-to" for our public sector sales teams.

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.

SHI Response:

SHI acknowledges and will comply.

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

SHI Response:

OMNIA Partners will benefit from SHI's laser focus on being the best at delivering the products and services your members need. A dedicated approach to our public sector business for the last 20+ years has helped us to create solutions that are specific to the unique needs of state/local government and education customers across the country.

SHI's public sector sales force actively promotes the availability of OMNIA contracts to customers and prospects across the country and will continue to do so under this new contract. With the assistance of our public sector marketing team, all leads that are generated will be followed up on immediately. Any leads that come in, regardless of the source, are uploaded to our CRM database and assigned to an Account Executive. In addition, the lead is attached to a specific lead source so we have the ability to track ROI on various marketing strategies. The AE is then emailed to make them aware that a new lead has been published to them. The AE will document any activity with that customer in CRM. When appropriate, the lead can be transitioned to an opportunity and tracked through close.

SHI agrees that all joint sales materials for this contract will include the OMNIA logo and reference the required information as required by this RFP.

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

SHI Response:

SHI understands and agrees to train our national sales force on the Master Agreement. As discussed previously, our sales leadership will be actively involved in ongoing training over the life of the contract. Training will include key features of the agreement, working knowledge of the solicitation process, awareness of the public agencies that can utilize the agreement and specific information on the benefits of this Master Agreement as opposed to other cooperative contracts available.

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

SHI Response:

OMNIA's primary point of contact with SHI will be:

Amelia Jakubczyk, Senior Capture and Development Manager

Amelia_Jakubczyk@shi.com

If other people are needed to address a situation, Amelia will make connections with the appropriate people and stay involved until resolution.

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.

SHI Response:

Public Sector Team (Nation/Statewide)

Our ethos at SHI stems from our team members, and those team members remain our greatest asset. Everyone on the SHI Account Team is dedicated to providing high quality customer service and support to our customers. Our success begins with our outstanding customer support and has grown with constant development of procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers.

Due to our customers' expanding needs, and our desire to fulfill their needs, SHI has experienced tremendous growth in size and scope. Our organic growth, in combination with over two decades of organizational stability, is a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists, and certified IT services professionals.

In addition to our global Headquarters, located in Somerset, NJ, we have a second large office in Austin, Texas and smaller regional offices located around the country. The majority of our Public Sector Account Executives live and work from their homes, within their territories.

In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:

1) Public Sector Field

2) Public Sector Inside

3) Federal

Public Sector Field

Below is an overview of our public sector regional structure:

The highest-level executive in charge of our sales team is Denise Verdicchio, whose contact information can be seen in the graphic above.

The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Customers in the Public Sector Field are supported by an Account Executive and a dedicated Inside Sales Team.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable for ensuring customer satisfaction, SHI is able to 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.

In addition, SHI believes in regular and transparent communication with our customers. Our Account Executives meet with the participating entities and individual 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 tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives. If awarded, SHI will provide this level of service for all entities that use this contract to procure IT products

Public Sector Inside

Our Public Sector Inside division focuses on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of organizational size. In this case, we have defined small as a K-12 district with 7,500 students or less, a higher education institution with 1,500 students or less, or a city/town with a population of 50,000 or less. These customers often are overlooked by large resellers, though they have the same needs as their larger counterparts. Our SM SLED division, based at our global headquarters in Somerset, New Jersey, consists of 185 (IAEs) who support customers' needs from start to finish. Each IAE is a single point of contact for their customers.

Federal

For our Federal customers, SHI manages each cabinet-level agency (or large System Integrator) with an SHI Account Executive. The Account Executive serves as the primary point of contact and is empowered to negotiate on behalf of the company.

Each Federal Account Executive is supported by a well-qualified and trained inside sales team. Our customers can feel confident that they will receive fast accurate quoting, along with industry distinguished product sourcing, and order processing expertise. The sales team will interact with customers responsible for procuring under this contract and develop a personal understanding of their specific needs. The team is well educated on the methodology, requirements, and SLAs of the contract and provide consistent and efficient support tour customers. Together, this team will be the point of contact for any and all questions and problem resolution. Similar to our other GWAC offerings of similar size and scope, including GSA IT Schedule 70 and SEWP V, our seasoned account management team stands ready to support the mission, spirit, and goals of this contract.

Commitment to all Public Sector Customers

SHI remains nimble in our approach to supporting our customers' IT needs, allowing us to address each customer on an individual basis. We understand that "one size does not fit all" and that philosophy is apparent in our service structure.

We believe our commitment to meeting our customers' needs is demonstrated in our level of success under our public sector contracts nationwide.

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

SHI Response:

SHI has extensive experience administering contracts of this nature and has already worked with OMNIA Partners toward implementation of a major national contract. We take great pride in our ability to administer agreements of this nature to the maximum benefit of the contract users.

SHI's sales team will work in conjunction with the OMNIA sales team to promote the Master Agreement to both existing and prospective participating public agencies. As detailed previously in this response, the SHI sales teams will receive in - depth and ongoing training on the Master Agreement. Public sector leadership will be actively involved in implementing and servicing this agreement. The entire team is committed to growth and success of this contract.

SHI Account Executives will promote this agreement actively within their account base during regular face-to-face meetings and calls with customers and prospects. In addition, we hope to add discussion of this contract to our ongoing joint sales calls with the OMNIA team.

We understand the intricacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each individual customer.

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.

SHI Response:

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with OMNIA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via OMNIA contracts in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts. If SHI is awarded, the following team members will collaborate with the OMNIA team to create and implement the marketing plan:

Aimee Ballenger, Director of Contract and Strategy

Aimee_Ballenger@shi.com

Amelia Jakubczyk, Senior Capture and Development Manager

Amelia_Jakubczyk@shi.com

SHI has already teamed with OMNIA Partners in previous instances where our joint implementation of the national program was a resounding success. We fully expect to continue that trend if awarded on this new contract.

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.

SHI Response:

In 2021, SHI's Public Sector accounted for $3B of SHI's $12 Billion total company revenue and was recognized as the #1 business unit for 2021. The table below is a breakdown of SHI's Public Sector sales by vertical.

2021 Public Sector Verticals	
Vertical	**Revenue**
Federal Government	$82,000,000
Healthcare	$42,000,000
Higher Ed	$475,000,000
K-12 Ed	$386,000,000
Local Government	$983,000,000
State Agencies	$1,154,000,000

Customer revenue and contact information associated with these customers is confidential. SHI would be happy to have a discussion and provide additional details if required.

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.

SHI Response:

When an order is placed through SHI's website, 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 acknowledgement email and can include any and all information required by the customer.

Order Confirmation

Sales order	**S51236870**
Order date	2/11/2020
Customer Account	1009179
Customer PO	DO - 2000004351
Shipping Method	ESD
Customer Reference	
Payment	Net 30 Days

SHI Account Executive Dan Pressley
SHI Account Manager Erik T Ekstrand

Bill To
dtssoftware
STATE OF UTAH
1 STATE OFFICE BLDG, FL 6
ATTN: ACCOUNTS PAYABLE
SALT LAKE CITY, UT 84114
US

Ship To
Department of Technology Services
1 State Office Building
Basement, B108 Attn: DTS Receiving
Salt Lake City, UT 84114
USA
DO - 2000004351/dtssoftware

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
38681687 CMBBNDG01-19/20M TechSmith	Camtasia/Snagit Bundle 2019/2020 - license - 1 user Multiple platforms English ESD Software Contract number: ADSPO16-130651 Sub Contract: MA096 Maintenance From date: 2/11/2020 Maintenance To date: 2/10/2021	1	260.30	260.30

Quote: 18410434

Sales Balance	260.30
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	**260.30**
Currency	**USD**

*** This Is Not An Invoice ***
Thank You for Your Order
The Products offered under this order confirmation are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

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Once an order is entered, it is then directed to SHI's Purchasing department for processing. This team is responsible for placing the order with the appropriate distributor or manufacturer. All orders are placed within 24 hours of being received. Should there be a change in product delivery time, the sales team will be notified immediately. At that point we will reach out to the end user to discuss options.

If a product is 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 options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user. Assuming there are no delays, the tracking number will be uploaded to the website upon shipping if/when provided by our vendors. In addition, the customer can opt to receive an

advanced shipping notification, which will be emailed automatically upon shipment of the product. See an example of the ASN below:

Shipment Notification

Sent from SHI
Somerset, NJ Office: 1-800-527-6389
www.shi.com

Order Date: 28 May 2014
SHI Order #: S12183345
PO # 15698

Ship To: Parkside Utility Construction
219 Ruth Rd
Harleysville,PA 19438

Delivery Memo: 15698/Lisa Malcolm

Shipment Date: 28-May-14
Ship Via UPS Ground
Tracking # 1ZX717350309365643

SHI Part #	Mfg Part #	Description	Qty Shipped	Qty Ordered
22873569	SHI-TAG-1	Asset Tagging & Reporting (Per 1x Tag) Config/Install SHI CONFIG **Nothing ships for this virtual item**	1	1
27752697	DYCOM-IMAGE-2	Image Install: Dycom - W7PRO Standard Laptop Image Config/Install SHI CONFIG **Nothing ships for this virtual item**	1	1
28786615	J4P16US#ABA	E840g1u74600ujn256fiwcn08ye Us Hardware Hewlett-Packard **SN:CNU420CL6R Asset Tag:A2271455**	1	1

* Thank you for your business! *
* Your order has shipped today. If you have not received your order within one business week, please contact your sales team for order status. *

We want to hear from you. If you have any comments regarding the service that you have received from SHI, please Email our Director of Quality at Quality_Director@shi.com

SHI is able to customize our invoices to meet the needs of individual customers. If awarded, we will work with each customer to add necessary fields to our order entry system so that information will be captured on the invoice as well. A sample invoice is included for you below. Again, this can be customized to meet any requirements necessary.

Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Wire information: Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641964
SWIFT Code: WFBIUS6S
For W-9 Form, www.shi.com/W9

Invoice No. **B09004163**

Invoice date	10/18/2018
Customer number	1105530
Sales order	S48518845

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

SAMPLE INVOICE

Bill To
MO-FSD - Director's Office
615 Howerton Court
Jefferson City, MO 65109
USA

Ship To
FSD Director's Office
615 Howerton Court
Jefferson City, MO 65109
USA
1901952/Jessie Maupin

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/18/2018	Rick Wolters	1901952	FEDEX GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
30074046 1018740-ER Hardware eReplacements	eReplacements projector lamp Hardware Hardware Contract number: CT160910001	2	2	137.09	274.18

Sales Balance	274.18
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	**274.18**
Currency	**USD**

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 simply reach out to their sales team and they will work with our Accounting department to correct.

SHI is able to accommodate sending hard copy invoices, electronic invoices or both. Summary billing is also available. We can accommodate changes to a customer's preference at any time. Invoices will be sent only after the products have been delivered. If chosen for award, we would like to sit down with each OMNIA customer to understand their requirements, typical acceptance procedures and time frames.

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. This includes a wide range of applications. In addition, SHI supports the following Punch-out types:

- Ariba Punchout
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

SHI's order entry, procurement and invoicing systems are all standardized on AX. This allows for seamless process and maximum efficiency from order placement to billing. SHI has a team of AX developers in house to accommodate our various customers' needs.

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").

$_____.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.

SHI Response:

SHI would prefer not to guarantee sales at this time. As a general predicator of potential volume, SHI reported $380M 2021 under our existing OMNIA Partners contract. While the scope of the Online Marketplace contract is more limited, we have full confidence in our ability to generate sales and would be happy to discuss forecasts at further length with OMNIA if awarded.

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.

SHI Response:

We understand that some public agencies will choose to conduct their own formal solicitations even though this Master Agreement is in place. In these cases, SHI will evaluate each situation as it arises. We will do everything we can to ensure that the resulting sales are priced at or below the OMNIA pricing and reported to OMNIA. It is our goal to make this contract as successful and widely used as possible and will not look to steer business away from it, even if the agency chooses to do a formal solicitation. SHI has put forth our most aggressive pricing to OMNIA in this proposal. For this reason, we believe that responding with this pricing will be the most widely used strategy. If a publisher/OEM offers competitive pricing, SHI will pass that pricing along and report those sales to OMNIA. It is highly unlikely for SHI to offer pricing higher than what is in the Master Agreement unless we were using the Master Agreement pricing as a comparison to show the value of this agreement.

APPENDIX D, EXHIBIT B – ADMINISTRATION AGREEMENT EXAMPLE

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 exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

SHI Response:

Please see the following pages for our exceptions and signature.

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APPENDIX D

OMNIA®
PARTNERS

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

The **Region 4 Education Service Center** (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Total Cloud Solutions and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

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

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

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

1.2 Marketing, Sales and Administrative Support

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

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

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

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

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

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

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

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

Suppliers are required to pay an Administrative Fee of ~~three~~ one and one half percent (1.5~~3~~%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

Commented [CT1]: SHI requests an administrative fee of 1.5%, as previously agreed to under OMNIA 2018011-02. We are concerned that a fee of 3.0% will render this contract less competitive and that therefore it will not be as widely used as other purchasing options available to this customer set.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $100 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

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

1.5 Objectives of Cooperative Program

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

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

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.

Commented [CT2]: Please clarify.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

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.

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.

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~~ Advantageous government pricing

iii. No cost to participate

iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

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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

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

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.

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

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.

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.

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.

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.

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.

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Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this____day of _____ 20 , between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the_____(the "**Principal Procurement Agency**") has entered into a Master Agreement effective_____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the negligent acts or omissions of Supplier in ~~connection with~~ the course of its performance under the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. ~~OMNIA PARTNERS~~NEITHER PARTY SHALL ~~NOT~~ BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE 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 FORESEEABLE, EVEN IF ~~OMNIA PARTNERS~~A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

~~8.~~9. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, SUPPLIER HEREBY 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. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

TERM OF AGREEMENT; TERMINATION

~~9.~~10. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 9~~8~~ and 12~~1~~ – 23~~2~~, hereof and the indemnifications and limitations of liability afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

~~10.~~11. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program

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by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

~~11.~~12. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

~~12.~~13. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of one and one half ~~—~~percent (~~-~~1.5~~–~~%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

~~13.~~14. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

~~14.~~15. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 14~~3~~, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

~~15.~~16. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. OMNIA Partners will request to audit Supplier by providing at least thirty (30) days' notice to Supplier and shall be permitted to conduct such audits once per calendar

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year. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 14~~3~~, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

~~16.~~17. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

~~17.~~18. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

~~18.~~19. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned ~~at OMNIA Partners' sole discretion~~ to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise, with Supplier's written consent, which shall not be unreasonably withheld. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.

~~19.~~20. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

SHI Government Solutions
Attn: Amelia Jakubczyk
3828 Pecana Trail

Austin, TX 78749

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~~20.~~21. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

~~21.~~22. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

~~22.~~23. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

~~23.~~24. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

~~24.~~25. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

~~[INSERT SUPPLIER ENTITY NAME]~~SHI Government Solutions	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
DocuSigned by: Elisabeth Arnold Signature Elisabeth Arnold Name	Signature Sarah Vavra Name
Sr. Lead Contracts Specialist Title	Sr. Vice President, Public Sector Contracting Title
4/28/2022 Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the ~~distributor, manufacturer or other vendor~~reseller (~~collectively,~~ "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. NONE OF THE ~~OMNIA PARTNERS~~ PARTIES SHALL ~~NOT~~ BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE 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 FORESEEABLE, EVEN IF THE ~~OMNIA PARTNERS~~ PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING

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PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency: **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

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Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as_____of and on behalf of **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS

			Supplier Name:		Total Sales:	$0.00										
			Contract Number:		Admin Fee %:											
			Reporting Period:		Total Admin Fee:	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

APPENDIX D, EXHIBIT F – FEDERAL FUNDS CERTIFICATIONS

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.

Version October 19, 2021

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 DC 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 DC 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 DC Initials of Authorized Representative of offeror

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(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 DC 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 DC 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 DC 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 DC 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 DC 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 DC 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 DC 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.

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Does offeror agree? YES DC Initials of Authorized Representative of offeror

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 DC 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 DC 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: SHI Government Solutions

Address, City, State, and Zip Code: 3828 Pecana Trail, Austin, TX 78749

Phone Number: (800) 870-6079 Fax Number: (512) 732-0232

Printed Name and Title of Authorized Representative: Dan Calabrese, Proposal Specialist

Email Address: Dan Calabrese@SHI.com

Signature of Authorized Representative: Dan Calabrese Date: May 3, 2022

FEMA

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

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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. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

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 nationalorigin.

(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 suchworkweek.

(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 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, SHI Government Solutions, 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.

Dan Calabrese

Signature of Contractor's Authorized Official

Dan Calabrese, Proposal Specialist

Name and Title of Contractor's Authorized Official

May 3, 2022

Date

Version October 19, 2021

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. 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.

13. 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.

14. 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.

15. 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."

16. 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."

17. 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: SHI Government Solutions

Address, City, State, and Zip Code: 3828 Pecana Trail, Austin, TX 78749-3559

Phone Number: (800) 870-6079 Fax Number: N/A

Printed Name and Title of Authorized Representative: Stacie Becker, Proposal Manager

Email Address: Stacie_Becker@SHI.com

Signature of Authorized Representative: Dan Calabrese

Date: May 3, 2022 Dan Calabrese on behalf of Stacie Becker

APPENDIX D, EXHIBIT G – NEW JERSEY BUSINESS COMPLIANCE

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

Doc 1 - Ownership Disclosure Form

DOC #1

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: SHI Government Solutions

Organization Address: 3828 Pecana Trail, Austin, TX 78749

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
Thai Lee - 51% KoGuan Leo - 49%	3828 Pecana Trail, Austin, TX 78749

Version October 19, 2021

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
Not Applicable, SHI is a privately held company and does not report to SEC.	

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):	Dan Calabrese	Title:	Proposal Specialist
Signature:	Dan Calabrese	Date:	May 3, 2022

Doc 2 - Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Somerset ss:

I, Dan Calabrese (name of affiant) residing in New Jersey (name of municipality)
in the County of Somerset and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am Proposal Specialist (title or position) of the firm of SHI Government Solutions (name of firm)

_____ the bidder making this Proposal for the bid

entitled Total Cloud 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 OMNIA Partners.

Subscribed and sworn to

before me this day

April 29, 2022

Washington
Notary public of

My Commission expires 10/16/2024

(Seal)

SARAH LEA ST JOHN
Notary Public
State of Washington
Commission # 185062
My Comm. Expires Oct 16, 2024

Dan Calabrese
Signature

Dan Calabrese
(Type or print name of affiant under signature)

Sarah St John, Notary

Doc 3 - Affirmative Action Affidavit

DOC #3

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

Company Name: SHI Government Solutions

Street: 3828 Pecana Trail

City, State, Zip Code: Austin, TX 78749-3559

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 photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

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 upon receipt from the

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.

May 3, 2022
Date

Dm Calabrese Proposal Specialist
Authorized Signature and Title

on behalf of Stacie Becker, Proposal Manager

Certification 15505

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-FEB-2020 to 15-FEB-2023

SHI INTERNATIONAL, CORP.
290 DAVIDSON AVE.
SOMERSET NJ 08873

ELIZABETH MAHER MUOIO
State Treasurer

DOC #3, continued

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).

Dan Calabrese

Signature of Procurement Agent

SHI's Affirmative/EEO Plan

To comply with the company's policy to employ, retain, promote, terminate, and otherwise treat any and all employees and job applicants on the basis of merit, qualifications, and competence.

- A complete up-to-date Personnel Profile of all employees classified by race, sex, and job classification will be maintained and annual reports will be submitted to the Office of Equal Employment Opportunity and Contract Compliance.
- All employees will be advised at the time of employment and during the HR orientation that SHI is an equal opportunity/affirmative action employer and that hiring, promotion, is based on an individual's qualifications and ability to perform the work.
- A company policy statement outlining SHI's commitment to equal employment opportunity will be posted on SHI's intranet site, MySHI as well as within the Handbook. A detailed policy outlining SHI's commitment to affirmative action will be accessible upon request within the Human Resources department.
- The company has an appointed contact to serve as the equal employment opportunity/affirmative action officer. The EEO/AA is authorized to supply reports and represent this company in all matters regarding this affirmative action plan.
- Officer will be responsible for the following:
    - Implementing all phases of the plan;
    - Conducting quarterly audits of employment practices to ensure nondiscrimination;
    - Yearly instructing supervisor about their responsibility to ensure that minorities are not subject to any type of discriminatory practices or harassment;
    - Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity, this is done via Job posting (MySHI), SHI newsletter, recruiters.
- HR reviews all applicants and the hiring/promoting records with CEO of SHI to audit the increase in the job categories that are available or promotable in the recruitment labor area.
- Training is provided to the degree that the company is reasonably able to undertake as a means of making all job classes available to minorities.

Doc 4 - Political Contribution Disclosure Form

DOC #4

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.

DOC #4, continued

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:	SHI Government Solutions		
Address:	3828 Pecana Trail		
City:	Austin	State: Texas	Zip: 78749

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.

Dan Calabrese	Dan Calabrese	Proposal Specialist
Signature	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
Not applicable			$

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

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: Thai Lee Home Address: 3828 Pecana Trail, Austin, TX 78749-3559	Name: KoGuan Leo Home Address: 3828 Pecana Trail, Austin, TX 78749-3559
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 29th day of April, 2022

(Notary Public)

My Commission expires: 10/16/2024

SARAH LEA ST JOHN
Notary Public
State of Washington
Commission # 185062
My Comm. Expires Oct 16, 2024

Dan Calabrese
(Affiant)

Dan Calabrese, Proposal Specialist
(Print name & title of affiant)

(Corporate Seal)

Doc 6 - Certification of Non-Involvement in Prohibited Activities in Iran

SHI was unable to access this form online.

SHI does not conduct business in the country of Iran.

Doc 7 - New Jersey Business Registration Certificate

12/20/11

Taxpayer Identification# 223-009-648/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
SHI INTERNATIONAL CORP.

TRADE NAME:
SOFTWARE HOUSE

ADDRESS:
290 DAVIDSON AVENUE
SOMERSET NJ 08873

SEQUENCE NUMBER:
0078008

EFFECTIVE DATE:
12/11/89

ISSUANCE DATE:
12/20/11

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC
(04-08) D205848V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Doc 8 – EEOAA Evidence

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: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

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

Name: Dan Calabrese Title: Proposal Specialist

Signature: Dan Calabrese Date: May 3, 2022

Certification 15505

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-FEB-2020 to 15-FEB-2023

SHI INTERNATIONAL, CORP.
290 DAVIDSON AVE.
SOMERSET NJ 08873

ELIZABETH MAHER MUOIO
State Treasurer

Doc 9 – McBride Principles

DOC #9
MCBRIDE-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 #: 22-08 **VENDOR/BIDDER:** SHI Government Solutions

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.

Dan Calabrese
Signature

May 3, 2022
Date

Dan Calabrese, Proposal Specialist
Print Name and Title

TAB 4 – QUALIFICATION AND EXPERIENCE

2.c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

SHI Response:

SHI Government Solutions (SHI) welcomes the opportunity for partnership with the Region 4 Education Service Center (Region 4 ESC) as we deliver the following proposal in response to your invitation to secure a provider for the Contract for Total Cloud Solutions and Services. As a total IT solutions provider and a value-added reseller, SHI is best and specifically qualified to meet the ongoing needs of Region 4 ESC, evidenced by our dedication to procuring top holistic IT solutions and partnerships, and our commitment to understanding the specific needs and requirements of our Texas government and education customers.

In 1999, SHI International Corp. dedicated a subsidiary sales force division to government and education sales. The new company, SHI Government Solutions, is incorporated in the state of Texas with its principal place of business in Austin. All state of Texas government and education contracts were assigned to SHI Government Solutions.

SHI International Corp., and subsequently **SHI Government Solutions,** has been a contract vendor for the state of Texas since 1994. Over our 27-year history supporting Texas public sector customers, we have consistently transacted business with education and government organizations throughout the Lone Star State including state agencies, local government, K-12, and higher education.

SHI offers custom IT solutions for every aspect of your environment from software and hardware procurement to deployment planning, configuration, data center optimization, mobility, and IT asset management. SHI offers next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by the leading manufacturers, publishers, and providers in the industry.

SHI has sustained consistent growth in not only our business, but also the expansion of our regional sales teams. Our success has stemmed from outstanding customer support through dedicated account teams, constant development of service and support enhancements, strong partnerships with industry leading manufacturers, and a company-wide determination to be the best in the industry.

> "Because SHI Government Solutions is affiliated with UT supply chain, we can be confident that we are receiving the best value for products/services."
>
> **IT Administrative Specialist**
> UT Tyler

Achievement to us is tallied primarily by the strength and endurance of our partnerships with organizations like yours. The success of our relationship with Region 4 ESC will be founded upon three key principles:

- Our proven ability as a holistic IT solution provider to supply Region 4 ESC with an unsurpassed catalog of hardware peripherals, software, and services.
- Our commitment to innovation, cost-reduction, and proactive customer service for Region 4 ESC.
- Our dedication to proactive communication and building relationships with representatives of Region 4 ESC at every opportunity.

We have focused our partnership with the fundamental purpose of improving processes throughout the Contract. Our approach to continuous advancement and innovation is demonstrated in SHI's robust web portal, which provides order processing and asset management reporting.

With more than $380 million of technology products and related services sold to Texas government and education customers in 2021, SHI is a reliable and experienced IT solutions vendor to customers throughout Texas. Boasting the largest field sales team in Texas, we are confident that we are uniquely positioned to help Region 4 ESC focus on meeting their evolving technology needs.

SHI's proposal incorporates our values and mission to deliver a high quality and high value service and support model for this contract and those using the contract. As you will see in Tab 3 – 3.3, SHI supports the state of Texas using an extensive team of local account executives and technical and licensing specialists, all of whom are proficient in supporting education customers. Our dedicated field account executives live and work in geographically concentrated territories, tailoring marketing and selling strategies for their customers. Our localized presence allows us to deliver products and services employing both the benefits of SHI's broad partnership network and our incomparable customer-centric approach. With SHI as your partner, you can trust in more meaningful account oversight and a guarantee that we are effectively collaborating with all geographies throughout Texas and with Region 4 ESC at a local level.

Our proposal responds directly to the prompts and requirements within Region 4 ESC request for proposal and validates how SHI is uniquely qualified to receive the position as the preferred supplier for the Total Cloud Solutions and Services proposal. With an engagement plan and customer support services designed to enhance Region 4 ESC's current productivity and allow for better delivery of services to the staff and students of Region 4 ESC. SHI is poised to provide the Region 4 ESC and its affiliates with business continuity, improved services, and modern innovations. Our success is based on a foundation of customer centricity, accessibility, and consistency. We are pleased to present this proposal to you, and pledge to collaborate with you with integrity, transparency, and success – from products to partnership and at every step along the way.

Demonstratable Success

We thoroughly understand the business nuances, intricacies and contract management requirements articulated within the RFP, and we will ensure continued, determined success. The greatest strength we offer is the profound experience and dedication of our SHI team. We are eager to employ our vision forward to provide continued solutions for identifying and leveraging innovations that benefit all Region 4 ESC, and we've included concepts in our response that detail many of those modernizations. SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their specific

needs and concerns – and the Region 4 Education Service Center will receive devoted attention from our local team members who call Texas home.

Expert Partnership

SHI is committed to providing the most advantageous pricing models and the most exceptional value; we recognize that our role as your partner is to support Region 4 Education Service Center, providing expert best practices to keep your IT resources safe, secure, and operational: 24 hours a day, 365 days a year. As an OEM-neutral partner, we will take pride in helping you optimize your cloud solutions and services investment to create streamlined and efficient processes and aggregate your purchasing power to obtain the best pricing available.

SHI is recognized as a leading partner for all major Cloud Provider platforms, with the expertise and certifications to prove it. The mission of our cloud specialists has been to help organizations like yours choose the right platform strategy for their unique needs, creating highly tailored solutions that build on the individual strengths of platforms and technologies. Our success is shown through our cloud partners awarding us with recognitions and certificates that demonstrate our knowledge and ability to migrate, optimize, and modernize our customers cloud infrastructure.

Quality and Commitment

We currently hold several state of Texas and Texas-based cooperative contracts and maintain successful partnerships with customers in every vertical: state government, local government, education (K-12 and higher ed), and healthcare. Through these often-complex contracts, we build connections to partner closely with each entity and dive deeply into the infrastructure, procurement, and regulation obstacles that they face. We provide our customers with complete, end-to-end lifecycle management by combining the abilities of our experienced field sales team, local technical resources, internal presales technical resources, and our widespread partner network.

SHI continues to adapt and grow with the ever-progressing IT industry, ensuring our customers have reliable, consistent, functional hardware and software – and technology services – regardless of circumstance. Now in our 23rd year of business, we specialize in results that are customized to our clients, including providing educational technology, grants support, and services that substantiate the expressed needs and requirements within this RFP. We are committed to providing the Region 4 Education Service Center with comprehensive and complete IT solutions.

At SHI, we measure our success not just by the bottom-line numbers on our spreadsheets, but by the quality of our relationships. We understand that our growing success stems directly from our purpose – to deliver exceptional value and experience as we help customers select, deploy, and

manage their technology. And our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for decades to come as an industry leader.

> "As I have been thinking back on this from last year, I know we were faced with extra challenges, which makes it even more laudable that y'all (SHI-GS) were able to successfully navigate the large deployment volume given the newness of COVID-19.
>
> **THERE WAS LOTS OF COMMUNICATION, TRANSPARENCY, AND RESPONSIVENESS.**
> If one person on your team was not available, I was able to get what I needed answered/taken care of from someone else.
>
> **SHI HELPED TO MAKE AN EXTRA STRESSFUL AND STRANGE TIME A LITTLE MORE BEARABLE ...**
> I would definitely recommend working with you again in the future."
>
> **Connie DiVincenzo**
> UT Austin, Administrative Services Officer III
> Financial and Business Services

ii. Describe Offeror's reputation in the marketplace.

SHI Response:

Privately held and under the guidance of its current ownership since 1989, SHI is uniquely qualified to support OMNIA's goal of locating reliable service partners to support your robust business. We strive with purpose and passion to provide exceptional value and experience as we help customers select, deploy, and manage technology.

We are unique in both our stability and in the tenure of our executive leaders and team members (many of whom have been dedicated to SHI since its inception). SHI Account Executives support their clients locally from over 30 offices throughout the U.S., Canada, the U.K., France, and Hong Kong; and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.

SHI is proud of the reputation we have established, particularly in the Public Sector, as an organization uniquely capable of understanding and addressing the specific needs and concerns of the IT community. And customers benefit from our high-value solutions that are focused on meeting the distinctive requirements of each customer, while always incorporating opportunities for partnership and innovation.

We provide custom technology solutions for every aspect of customers' 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.

Our infrastructure and integration services provide top-of-the-line solutions supported by leading manufacturers, publishers, and providers in the industry.

iii. Describe Offeror's reputation of products and services in the marketplace.

SHI Response:

The SHI program management team will be gathering information on the overall services engagement to ensure customer satisfaction, including all necessary statistics on services and customer feedback. We collect and use this information for project status/SLA tracking, lessons learned, and customer satisfaction and experience - all with the intent of continuous improvement. We will collaborate with Apple to develop formal survey questionnaires as well as periodic sampling of the overall customer experience with deployments and all other managed services.

SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their specific needs and concerns. We accomplish this through a single-minded focus on customer satisfaction: every SHI employee understands that we are here because of our clients and will remain here only as long as we continue to provide extraordinary customer satisfaction.

In addition, we monitor customer satisfaction through two primary vehicles:

- Customer Feedback—SHI encourages our customers to send emails to our Director of Quality, whose email address is included in most customer communications, including the order acknowledgment. The Director of Quality reports all customer feedback to the Top Managers and Department Managers at SHI. As necessary, she will respond to the customer's comment, will assign a corrective action, and will follow-up with the customer to ensure that the issue has been resolved.
- Customer-specific Satisfaction Surveys—Some SHI customers require that we provide customer satisfaction surveys to their employees. In these instances, SHI creates a customized survey that specific reflects the products and services we provide to that organization. The Dedicated Account Team is responsible for submitting the surveys and the results are sent directly to the Director of Quality.

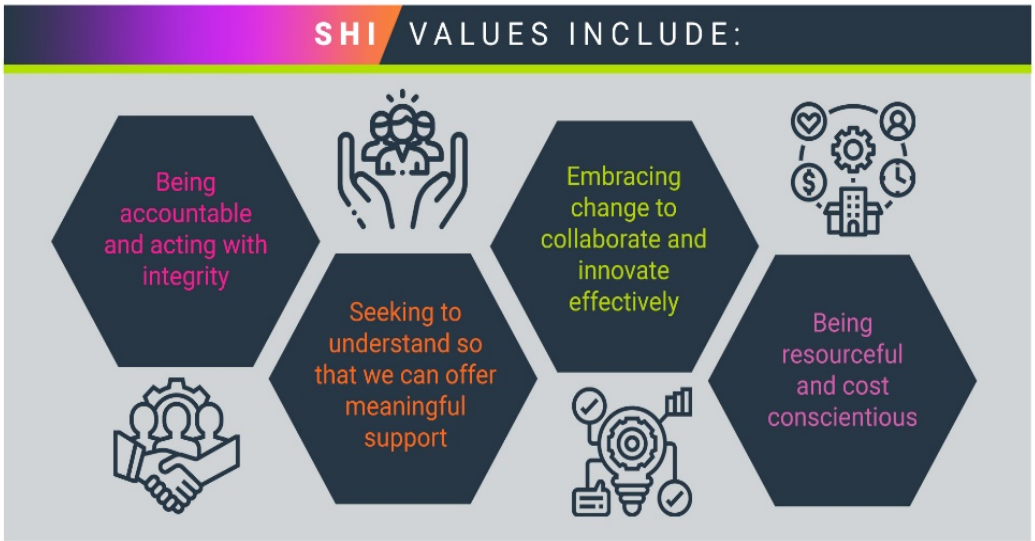
iv. Describe the experience and qualification of key employees.

SHI Response:

SHI is proud to present the account team who will be dedicated to Region 4 ESC and OMNIA Partners. Our primary goal of our field and inside sales teams is to bring value to our customers at every opportunity. Through consistent, transparent communication and providing information on the ever-evolving facets of the IT industry, our experienced account executives and leadership will be there to support Region 4 ESC every step of the way. Our sales force is divided into two teams:

- **Our Field Team** comprised of account executives who understand the needs of their communities and who collaborate to streamline and improve IT procurement.

- **Our Inside Team** comprised of experts who are dedicated to supporting customers with their daily needs. SHI commits to a collaborative process that is customer centric. We maintain robust,



award-winning partnerships with top manufacturers and, in doing so, we can ensure customers get the best products and services, designed specifically for their needs. In fact, our dynamic sales force, software volume licensing experts, hardware procurement specialists, and Certified IT service professionals facilitate not just purchasing, but also strategic evaluation, solutions design, and IT support, always with a specific focus on cost savings for every purchase.

SHI ACCOUNT TEAM — World Class Support

Adrienne Publyski

Vice President, EDU West Public Sector Field Sales, West EDU

There is no denying Adrienne Pubylski's dedication to SHI. Beginning as an Inside Sales Rep for SHI in 1996, she transitioned two years later to an Education Account Executive. After 20 years, Adrienne has worked her way to become Public Sector Vice Present of EDU West.

In her current role, Adrienne supports a dynamic group of District Managers who are eager to bring forth technology solutions that address customers' needs in the K12, Higher Education, and Higher Education/Healthcare arenas.

To ensure a world class customer experience, Adrienne leads her team with the priorities of elevating the needs of our customers more than anything else, and leading with integrity, transparency, and honesty. Adrienne works on covering a variety of perspectives and insights to determine best solutions and works with her team members on building relationships that are mutually beneficial in support of end-users.

Adrienne's dedication to the education sector as well as to her customers is what truly matters to her: "If we are able to help a school district improve the lives of the students that they support, that is tremendously rewarding."

Calling Austin, Texas home for the last 24 years, Adrienne appreciates spending time with her family—especially her nephews, and friends who are a part of her "chosen" family.

To learn more about Adrienne, to view her complete resume, or to connect with her, visit her on LinkedIn.

The South Texas Education branch retains one of SHI's top district sales managers—Dakota Haines. He leads a team of Account Executives who help SHI's education customers select, deploy, and manage technology in a world that is constantly changing. No one can possibly be an expert in all the facets that touch IT, but Dakota and his team help SHI customers bridge the gap in knowledge by connecting and using resources.

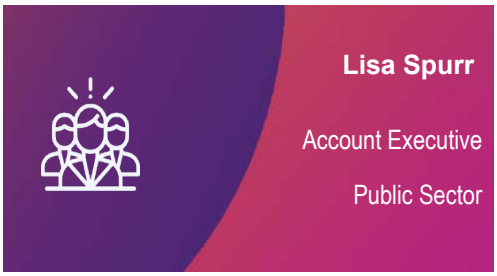
Dakota began his career at SHI as an Inside Account Executive at the corporate office in Austin, Texas. After just a few years of hard work and dedication to SHI customers, he moved into the education vertical as an Account Executive. After two years, he moved into an AE role covering larger, local government accounts in Austin and West Texas for three years before moving back into the education vertical as a district sales manager.

Dakota was born and raised in Austin, Texas, and to this day, could not imagine himself living anywhere else. Along with his unrivaled love for the city of Austin comes a responsibility to support his community. At the start of 2020, Dakota helped alleviate issues around remote access and device shortages in the city of Austin.

To connect with Dakota, or to view his resume, please visit him on LinkedIn.

With more than 12 years in the Public Sector, Amelia Jakubczyk has been helping her customers understand contracts and has built lasting connections with them. SHI's culture allows this to happen naturally to the point where Amelia says her customers feel "more like friends." Joining SHI in 2009, she quickly gained experience and expertise as an Account Executive for Arizona and Nevada SLED and spent nearly a decade supporting state and local governments. Now, Amelia takes on her newest role as the Senior Manager of Capture and Strategy, where she is confident that she has what it takes to build relationships with her customers and "find a path forward." When she's not working, Amelia can be found exploring outdoors in her home state of Colorado. There, she and her family enjoy biking, hiking, skiing, paddle boarding, and "getting off the grid" in their travel trailer to camp.

To learn more about Amelia, or to view her resume, connect with her on LinkedIn.



Lisa Spurr is constantly seeking opportunities to learn and grow. She appreciates that SHI values its employees and fosters these opportunities, which is what first attracted her to the company. In fact, it's that attitude that sets SHI apart for her and "the way people are really helpful and want to do the right thing for our customers and each other."

Lisa has been in the technology industry for over 15 years, but in her current role at SHI as an Account Executive, her focus is on our education customers. She is responsible for understanding her customer's business objectives, priorities, and initiatives so she can align their needs with SHI's products, solutions, and capabilities. Lisa says she feels most rewarded when she is able to solve her customer's problems by prioritizing their individual goals and maximizing company resources.

Residing in the Woodlands, Texas, Lisa enjoys the family-friendly atmosphere of the Houston suburb and can often be found walking and bike riding with her family.

To learn more about Lisa or to view her full resume, connect with her on LinkedIn.

Jaye Romo joined the SHI family in 2020, coming from a nearly 30-year IT career across EMC, Datalink, Presidio, and US Signal. Given his depth of experience and detailed knowledge of the solutions SHI can provide, Jaye leverages his aptitude for logical problem solving to see challenges from opposing points of view to find an innovative and effective solution.

In his current role as Account Executive, Jaye manages the State of Illinois and Cook County. As a resident of Greater Chicago, Jaye is quick to point out that it is not just government he serves, but their clients – the residents of the State of Illinois and Cook County.

To learn more about Jaye and connect with him, check out his LinkedIn.

v. Describe Offeror's experience working with the government sector.

SHI Response:

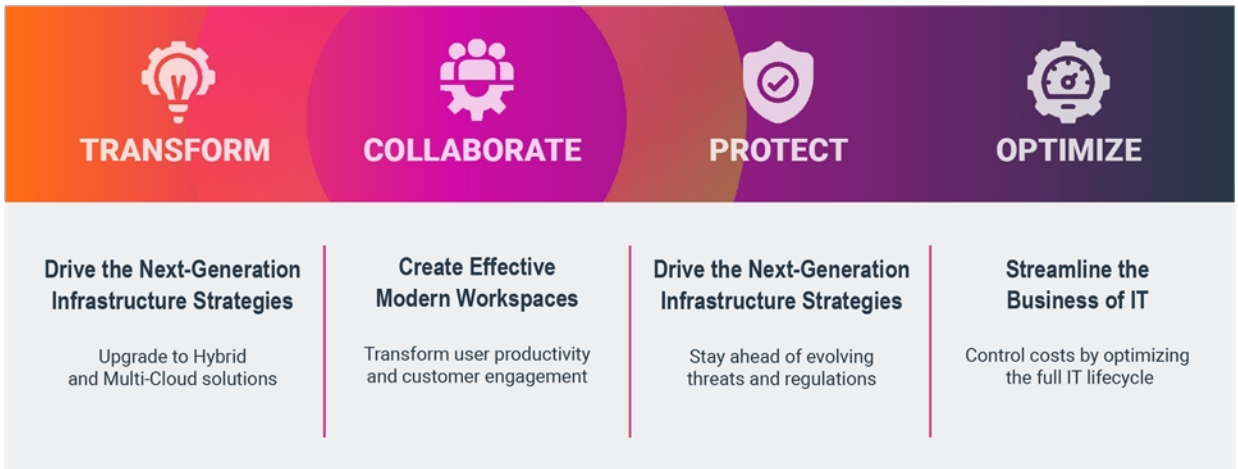
The Government Affairs (G.A.) team is a value-add, internal resource designed to empower the OMNIA Account Team to deliver meaningful and exceptional outcomes. With deep and diverse government knowledge and acumen, the team of Government Affairs professionals helps facilitate grant acquisition and federal funding. It leverages its vast network of I.T. leaders to benefit your end-users and communities, facilitate grants acquisition and federal funding for higher education, and leverages their vast network of IT leaders to benefit your end-users and communities.

Led by Michael Esolda, a former CTO whose career was built upon Professional Development for Teachers and Professional Services for Staff, the Government Affairs team engages with partner organizations to monitor policy trends at all levels of government; attends influential IT industry conferences, collaborates with consultants to identify opportunities; and helps with special, customized projects designed to add value for government customers.

Existing as part of Government Affairs, our Educational Affairs team focuses solely on how technology enhances learning and provides equitable environments for all students and educators. Since 2020, four areas have emerged as vital to a successful learning community:

- Hybrid learning
- Immersive technologies
- esports
- Cybersecurity

With the massive implementation of hybrid learning, the increased use of immersive technologies, and the growing recognition of esports' benefits, comes an influx of new devices that need to be managed – and a growing need for cybersecurity. Technology and education are more inextricable than ever before – and that's not going to change any time soon. Our Educational Affairs team can help OMNIA stay ahead of emerging technologies. Working in tandem with our Professional Training team, we bring tremendous value and support to your initiatives.



Working symbiotically, your SHI Account and Government Affairs Teams will ensure that customers learning environments are transformative; collaborative; protected, and optimized. Our Solutions Specialists augment our strategic teams – including our Professional Training Team – and integrate value with every aspect of your procured technology. For more detailed information on this team, please visit SHI Customer Services.

vi. Describe how your company will assist in educating customers on the distinct difference of IaaS, PaaS and SaaS offerings and responsibilities.

SHI Response:

In collaboration with the specific manufacturer or partner, your **Field Solutions Engineers** are dedicated to the Public Sector and geographically spread across the country, this team's mission is to help customers choose exactly the right technology solutions. FSEs are tightly aligned with our Account Executives to bring maximum value to our customers. This dedicated team is unique in the Public Sector Value-Added Reseller space, and our FSEs help customers compare competing software products and provide valuable technical insights on choosing the right solution for each unique organization. FSEs consult with customers, often helping them to avoid erroneous or superfluous costs. Additionally, they consider organizational skill sets, compatibility with current environment, redundancy, alignment with objectives, and total cost of ownership – all through a vendor-neutral lens. As a specific example, in the

last 12 months, our FSE team and our other sales teams have sourced over 2,000 different manufacturers' products.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

SHI Response:

Within the last five years, SHI has not been involved in any investigations or litigation, whether civil or criminal, that are material to its business or financial condition or that pertained to failures in its business relationships, and no such investigation or litigation is currently pending.

REFERENCES

*viii. Provide a minimum of **5 customer references** relating to the products and services within this RFP within the past three **(3) years.** References should include at least one customer who is:*

a) Using a Microsoft Azure Solution

b) Using an Amazon Web Solution (AWS) Solution

c) Academic/education leveraging a cloud solution

d) Using a PaaS solution

e) Has purchased an IaaS solution

f) Provide any other significant information about your company that is relevant to demonstrating your experience in the cloud marketplace

Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

SHI Response:

Reference 1:

- Entity name: State of Florida
- Contact name: Tony Abid
- Contact title: Senior Systems Engineer
- Contact email: Tony.Abid@dot.state.fl.us
- City, State: Tallahassee, Florida
- Years serviced: 8 Years
- Description of services: Microsoft, Symantec, VMware Contracts
- Annual volume: Approximately $45 million in cloud sales in the last 2 years

Reference 2:

- Entity name: State of Alabama
- Contact name: Roy Case
- Contact phone: 334-206-7000
- Contact email: Roy.case@adph.state.al.us
- City, State: Montgomery, Alabama
- Years serviced: 5 Years
- Description of services: Microsoft, Symantec, VMware Contracts
- Annual volume: Approximately $15 million in cloud sales in the last 2 years

Reference 3:

- Entity name: City of Baltimore
- Contact name: Eric Wildberger
- Contact title: Sr. IT Project Manager
- Contact email: Eric.Wildberger@baltimorecity.gov
- City, State: Baltimore, Maryland
- Years serviced: 2 Years
- Description of services: AWS
- Annual volume: Approximately $12 thousand in cloud sales in the last 2 years

Reference 4:

- Entity name: Commonwealth of Kentucky Office of Technology
- Contact name: Cody Taylor
- Contact phone: 502-584-9879
- Contact email: Cody.Taylor@ky.gov
- City, State: Frankfort, Kentucky
- Years serviced: 9 Years
- Description of services: Microsoft Azure
- Annual volume: Quarterly Billing: $31,648 Office 365 Users: 29000

Reference 5:

- Entity name: Commonwealth of Kentucky Department of Education (KETS)
- Contact name: Melissa Moore
- Contact phone: 502-564-2020
- Contact email: Melissa.Moore@education.ky.gov
- Description of services: Microsoft Azure
- Annual volume: Quarterly Billing: $32,751 Office 365 Users: 1,250,000

ix. Provide any additional information relevant to this section.

SHI Response:

Not Applicable.

TAB 5 – VALUE ADD

2.d) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

SHI Response:

With our extensive experience administering cloud solutions and services contracts, we are confident that we will exceed the requirements of this request. We take pride in our ability to administer to the maximum benefit of the contract users.

When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each contract user. SHI serves as an advocate for the organizations and end-users that Region 4 ESC ultimately serves.

Following are some of the initiatives that SHI takes to maximize the value to all contract users.

Managed Services

Staying on top of technology trends has become increasingly expensive. With our deep understanding of cloud deployment, together with our expertise in cloud-based IT infrastructure, we can design unique solutions that make technology your trusted investment.

Let SHI help your organization—

- Transition to a cloud environment or extend the value of existing IT investment.
- Scale out quickly and affordably by running apps and workloads in the cloud.
- Boost productivity and collaboration with SharePoint Online.
- Work with full versions of Microsoft Office anytime, anywhere, and on virtually any device with Office 365.
- Implement flexible, affordable data backup and disaster recovery solutions by taking advantage of cloud services like Microsoft Azure.
- Safeguard organizational data by integrating enterprise identity management solutions like Active Directory with cloud services.

Security Planning Services

SHI will provide services within a Microsoft Azure Cloud environment to protect against spyware and malware, data interception, identity theft, viruses, and hacking attempts. Standard best practices for security are given priority importance, to include the following:

- Acceptance of industry/organizational standards
- System development and maintenance
- Organizational continuity planning
- Compliance and governance

SHI One Overview

The SHI One Management Platform is a portal for customers to manage both cloud and IT services bought through SHI. It gives customers 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.

SHI One enables customers to perform the following self-services on a single platform:

User Management

Control who can access SHI One by adding, editing, and removing users, assigning their security groups, and granting different levels of user permissions.

Team Management

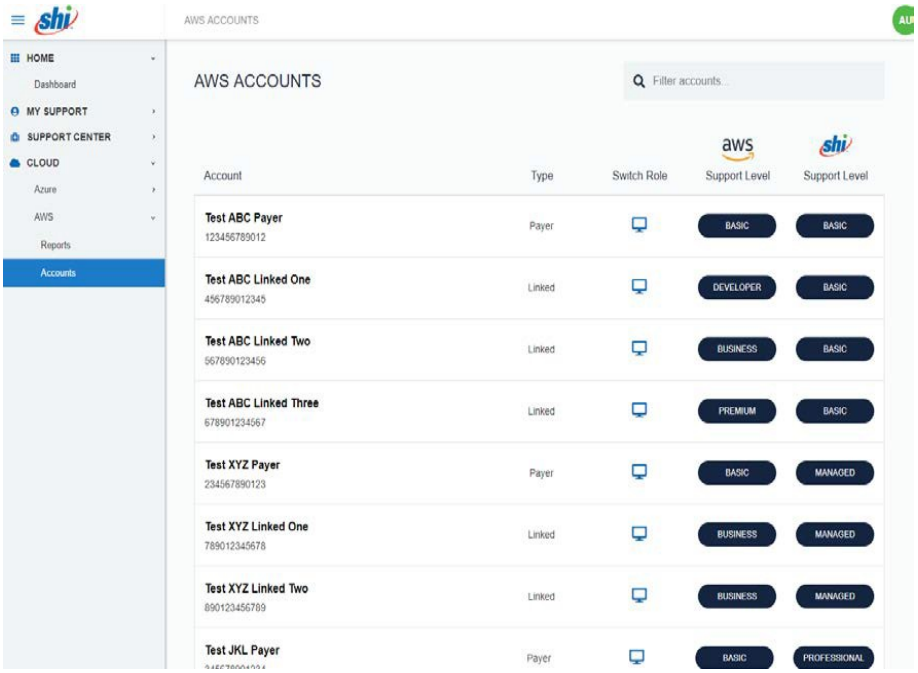
Control which teams can access which contracts and submit technical, billing, or account management tickets.

Invoice History

All Amazon Web Service (AWS), Azure Cloud Service Provider (CSP), and O365 CSP basic, professional, and managed customers can view and send invoices to the requested contact on file.

AWS Account View

Accessed within the SHI One portal, the AWS Account View allows companies to view their AWS Accounts that are resold through SHI, including the level of support provided by SHI and provided by AWS. As an added benefit, Region 4 ESC can view all AWS accounts managed and resold by SHI via a single dashboard. Additionally, you can track the service levels with SHI and associated service levels with AWS.

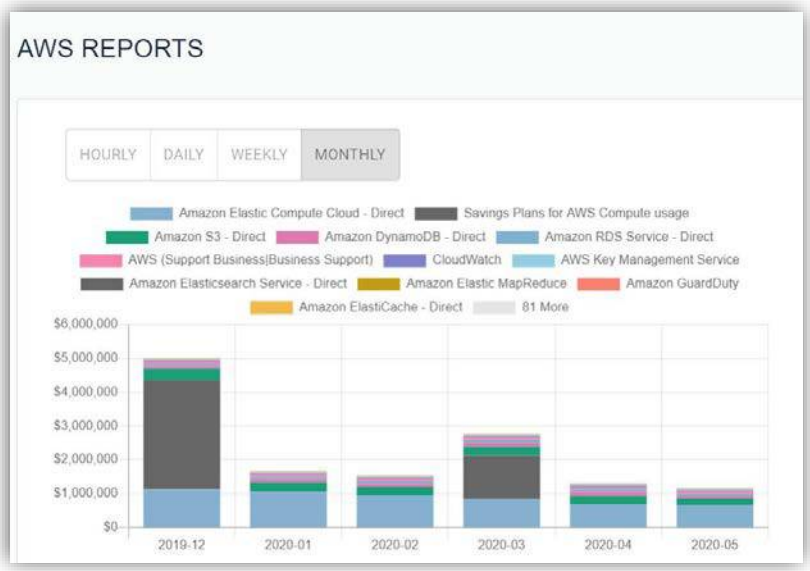


AWS Reporting

AWS Reporting provides views of AWS consumption by hour, day, week, or month.

Benefits—

- View up to 12 months of consumption data
- Group by multiple options, including custom perspectives that SHI can help configure
- Export to excel

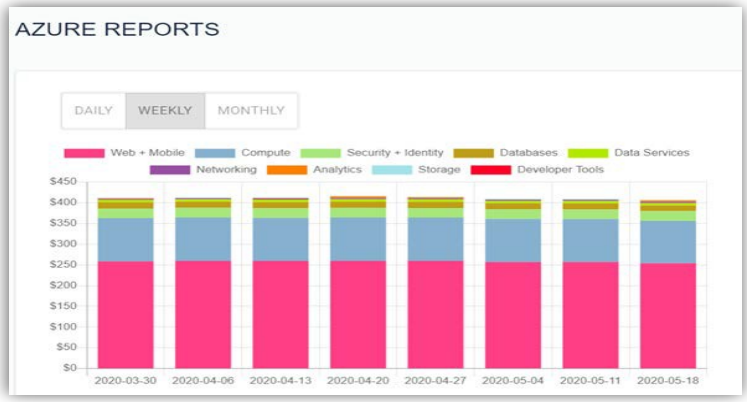


Azure Account View

Accessed within the SHI One portal, the Azure Account View provides a view of Azure consumption by hour, day, week, or month.

Benefits—

- View up to 12 months of consumption data
- Group by multiple options including custom perspectives that SHI can help configure
- Export to excel

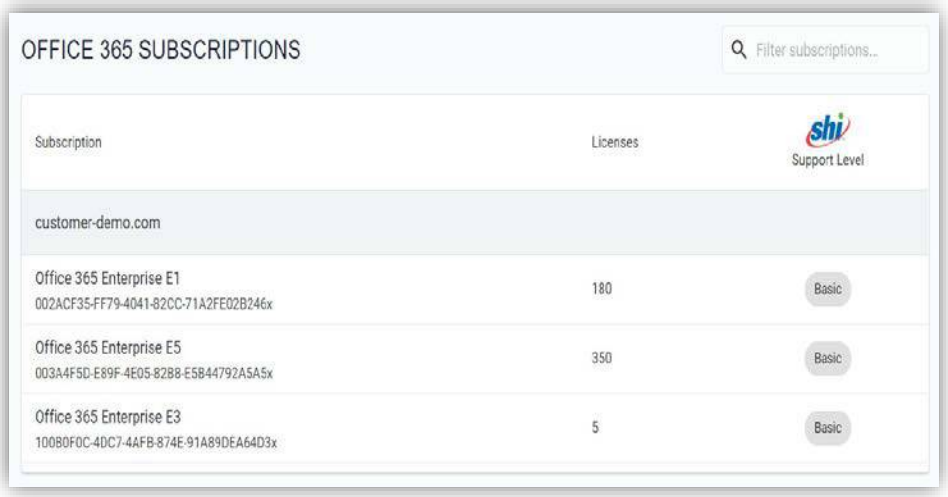


Monitoring

The Monitoring Dashboard shows any alerts in AWS Accounts and Azure Subscriptions, as well as an overview of any alerts within AWS Accounts and Azure Subscriptions, enabling the user to see a list of alerts and drill down further into the alert itself.

O365 Account View

Accessed within the SHI One portal, the O365 Account View allows companies to view their Office 365 subscriptions that are resold through SHI's Cloud Service Provider (CSP) Program, including the level of support provided by SHI. As an added benefit, Region 4 ESC can view all Office 365 subscriptions managed by SHI under the CSP program via a single dashboard. Additionally, you can track the technical support service level purchased with SHI.

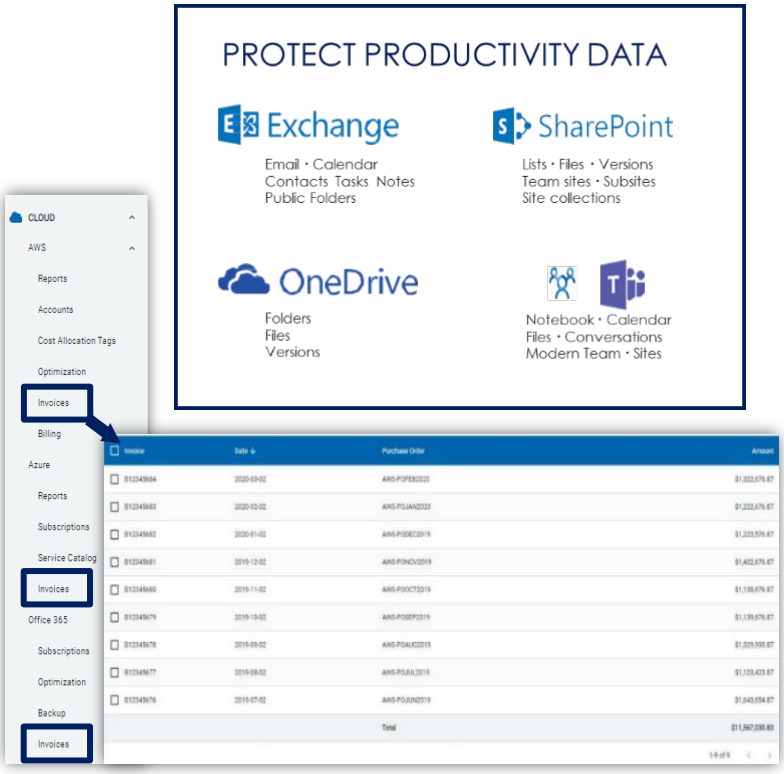


O365 Backup as a Service

The O365 Backup as a Service is a self-service cloud backup solution that protects a company from data loss and enables the customer to restore deleted or corrupted data quickly and easily.

Benefits—

- Customer self-service through the click of a button
- Search for and restore lost data in seconds
- Choose which accounts to back up
- Unlimited back-up
- Digital statement of work (SOW) speeds up the onboarding process
- Cloud-to-cloud backup on Azure – nothing on-premises



Customer Innovation Center

SHI recently established our Customer Innovation Center (CIC) as a vehicle for emerging technologies, advancing industry standards, and – as the name denotes – customer innovations. As part of the CIC, representatives from Region 4 ESC can see, touch, and observe software in both our Showcase Lab, where we house equipment and technology from a wide range of OEMs, and within our Software and Sandbox Lab, where customers can engage with hardware and software specifically designed for use in particular settings like a classroom, administrative office, or data center.

TAB 6 – APPENDIX C - ADDITIONAL REQUIRED DOCUMENTS

Please see the following pages for the completed forms.

- Doc #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- Doc #2 Antitrust Certification Statement (Tex. Government Code § 2155.005)
- Doc #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- Doc #4 Texas Government Code 2270 Verification Form

Doc #1 Region 4 ESC's Open Records Policy

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

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.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☑ 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.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(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 confident 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.)

May 3, 2022
Date

Pam Calabrese Proposal Specialist
Authorized Signature & Title

Doc #2 Antitrust Certification Statement (Tex. Government Code § 2155.005)

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm 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 proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal 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.

Company SHI Government Solutions

Address 3828 Pecana Trail
Austin, TX 78749

Phone (800) 870-6079

Fax n/a

Contact

Dan Calabrese
Signature

Dan Calabrese
Printed Name

Proposal Specialist
Position with Company

Official Authorizing Proposal

Dan Calabrese
Signature

Dan Calabrese
Printed Name

Proposal Specialist
Position with Company

Doc #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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:
2022-878311

Date Filed:
04/26/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SHI Government Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

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.

RFP# 22-08
Total Cloud Solutions and Services

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 Bridget Meyers, and my date of birth is 10/19/1994.

My address is 3828 Pecana Trail (street), Austin (city), TX (state), 78749 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 26th day of April (month), 20 22 (year).

Bridget Meyers
Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.191b5cdc

Doc #4 Texas Government Code 2270 Verification Form

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, Dan Calabrese, as an authorized representative of

SHI Government Solutions, 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.

Dan Calabrese

Signature of Named Authorized Company Representative

May 3, 2022

Date

SUPPORTING DOCUMENTS

ADDENDUM ACKNOWLEDGEMENTS

SHI acknowledges the following addendums:

- Addendum 1
- Addendum 2
- Addendum 3
- Addendum 4

AWS PARTNER PACKAGE

Amazon Web Services Partner Package – US State and Local Government, and Education

Q1 2022

"This document is provided for informational purposes only. It represents AWS's current product offerings and practices as of the date of issue of this document and is subject to change. Customers are responsible for making their own independent assessment of the information in this document and any use of AWS's products or services. This document does not create any warranties, representations, contractual commitments, conditions or assurances from AWS, its affiliates, suppliers or licensors. The responsibilities and liabilities of AWS to its customers are controlled by AWS agreements, and this document is not part of, nor does it modify, any agreement between AWS and its customers. For current prices for AWS services, please refer to the AWS website at www.aws.amazon.com."

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Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this document.

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How to Use this Document

This document contains information on the most frequently requested proposal topics from our Amazon Web Services, Inc. (AWS) Partner Network (APN) Partners. Please reach out to your proposal manager if you need additional information to meet specific request for proposal/quotation/tender, etc. (RFx) requirements.

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1.0 AWS Overview

Amazon has a long history of using a decentralized IT infrastructure. After over a decade of building and running the highly scalable e-commerce website Amazon.com, the company realized that it had developed a core competency in operating massive scale technology infrastructure and data centers. Amazon then embarked on a much broader mission of serving a new customer segment—developers and businesses—with web services customers can use to build sophisticated, scalable applications. Today, Amazon Web Services, Inc. (AWS) is the world's most comprehensive and broadly adopted cloud platform.

Since our inception in 2006, AWS has been an innovator in cloud computing, making over 200 services available to customers. AWS reduces the time and effort required to run existing workloads and provides access to powerful new analytics capabilities, all while meeting the security and privacy requirements that our customers expect. We also work to release new products to customers quickly, then rapidly iterate and improve on those products based on customer feedback. Our continual innovation helps healthcare customers maintain state-of-the-art IT infrastructure without having to make recapitalization investments. AWS currently supports an almost limitless variety of workloads for millions of customers worldwide.

1.1 State and Local Government and Education

The AWS Cloud is uniquely positioned to provide scalable, cost-efficient solutions to the state and local public sector and educational institutions, whether through open data initiatives, public safety modernization, education reform, citizen service improvements, or infrastructure programs. AWS Cloud services can be employed to meet mandates, reduce costs, drive efficiencies, and increase innovation. Over 7,500 government agencies, over 14,000 academic institutions, and over 35,000 nonprofit organizations around the world are already using AWS to address a diverse set of use cases. In addition, 96 percent of R1 Research Institutions are using AWS, and 19 of the top 20 most well-funded U.S. Education Technology startups are using AWS.

What makes AWS a leader for Internet of Things (IoT) for smart cities and digital government?
AWS has been named a leader in worldwide applications platforms for smart cities according to the IDC MarketScape: Worldwide IoT Applications Platforms for Smart Cities 2019–2020 Vendor Assessment (doc # US43580918, January 2020). The report assessed the market landscape on IoT applications platforms for enabling smart cities. According to the IDC MarketScape report, "Given the breadth of solutions and products offered and the interoperability with third-party developers and apps, AWS is a powerful platform for cities capable of handling this rapid pace of innovation and needed custom development work, and AWS offers relative ease for communities to scale for additional functionalities after initial deployment."

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1.2 What You Can Do with AWS

With AWS, you can programmatically provision, monitor, and automate all the components of your cloud environment. AWS offers more than 175 fully featured services, including compute, storage, databases, networking, analytics, machine learning and artificial intelligence, IoT, mobile, security, hybrid, virtual and augmented reality, media, and application development, deployment, and management—all of which are listed at AWS Cloud Products. This makes it faster, easier, and more cost effective to move your existing applications to the cloud and build nearly anything you can imagine.

AWS offerings can be developed and managed by a range of programming languages, governance tools, networking services, and application augmentation services that integrate with other AWS Cloud services. These supporting components have multiple interfaces to AWS application programming interface (API)-based services, including software development kits (SDKs), integrated development environment (IDE) toolkits, and command line tools. AWS tools and features enable you to maintain consistent controls without restricting development velocity.

The following are some of the inventive ways in which the state and local government and educational institutions can use AWS.

1.2.1 State and Local Government

- Health and human services (HHS) agencies can use big data analytics and machine learning on AWS to leverage the information they already have to make well-informed, more confident decisions by building connections that may have otherwise gone unnoticed.
- Justice and public safety customers can use AWS to help them tackle public safety data needs like records management systems, body worn camera solutions, and next generation 911 technology.
- Digital government solutions on AWS can span open data initiatives, traffic analysis, citizen service improvements, and IoT-based smart city projects, such as early flood warning systems, predictive analytics for road maintenance, and efficient trash pickup.
- Elections administrators, political campaigns, and civic organizations can leverage AWS to provide underlying elections infrastructure in a secure, cost-effective, and scalable way.
- Local governments can create data lakes to connect disparate homeless management information system data, potentially revealing patterns that can help care providers rapidly create and tune interventions to the unique needs of groups experiencing homelessness.
- AWS offers a business continuity solution called CloudEndure Disaster Recovery that minimizes downtime and data loss by providing fast, reliable, cloud-based disaster recovery. The solution continuously replicates applications from physical, virtual, or cloud-based infrastructure to a low-cost staging area that is automatically provisioned in any target AWS Region of choice.

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1.2.2 Support for Remote Work and Learning

- Government agencies and educational institutions can quickly set up a cloud-based contact center with Amazon Connect for IT helpdesks and other departments needing to provide inbound and outbound support.
- If you need to deliver personal cloud desktops to support remote work scenarios, you can use Amazon WorkSpaces to provision either Windows or Linux desktops in just a few minutes and quickly scale to provide thousands of desktops to users, anywhere.
- If you need to virtualize computer lab spaces to support online distance learning, you can centrally manage desktops and applications on Amazon AppStream 2.0 and securely deliver them to any computer using a web browser.

1.2.3 Education

- K12 and Primary Education can use AWS for data center migration, student data and analytics, and streamlining district IT operations, among other use cases.
- Higher Education Institutions can support on-demand campus-wide IT management, easily deploy big data solutions, reduce their overall IT costs, and accelerate their research timelines by focusing on science rather than infrastructure.
- Join AWS Educate to access online learning modules for cloud computing to your students and virtual cloud labs to your faculty at no cost.
- EdTechs can use AWS to build and launch solutions that help students learn, with the flexibility and agility needed to experiment.

1.3 Resources for Supporting Customers during COVID-19

AWS provides highly scalable and reliable infrastructure capacity, technical support, and AWS Cloud services to help customers with their research, remote work and learning, and other solutions to address their needs and the effects this is having on communities and businesses. The following are resources that may be helpful to you as you support customers during the pandemic:

AWS-Wide Resources:

- AWS Initiatives and Response to COVID-19

Healthcare Resources:

- Getting Started with a Healthcare Data Lake
- Using Machine Learning to Support Healthcare during a Pandemic
- Building Multilingual SMS Chatbot Campaigns to Support COVID-19 Patients Remotely

Local Government:

- Using the Cloud to Help Labor, Workforce, and Human Services Agencies Cope with Increased Demand for Services
- Optimizing your Call Center to Improve Citizen Services with the Cloud

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- Mission: Addressing Food Insecurity
- How to Use AWS Tools to Build a Data-Driven Return-to-Work Strategy

Education and Research:

- How to Build a Chatbot for your School in Less than an Hour
- Resources for Researchers and Institutions to Work Remotely
- Advice and Resources for Transitioning to Remote Learning, from the AWS Educate Community

2.0 Benefits of Working with the AWS Partner Network (APN)

Amazon Web Services (AWS) recommends the AWS Partner Network (APN) for managed services. APN provides an extensive community of partner companies that offer solutions in areas such as value-added software, developer tools, and consulting expertise to help deploy and manage mission-critical workloads in the AWS Cloud. The APN program provides technical, business, and marketing support for this growing partner community.

- **APN Consulting Partners**: APN Consulting Partners are professional services firms that help customers design, architect, build, migrate, and manage workloads and applications on the AWS Cloud. APN Consulting Partners include System Integrators (SIs), strategic consultancies, agencies, Managed Service Providers (MSPs), and Value-Added Resellers (VARs).
- **APN Technology Partners**: In addition to consulting services, customers can work with APN Technology Partners that provide software solutions that are either hosted on, or integrated with, the AWS Cloud. APN Technology Partners include Independent Software Vendors (ISVs) and vendors for Software as a Service (SaaS), Platform as a Service (PaaS), developer tools, management, and security.

APN has tens of thousands of partners from all across the globe, including partners with solutions and experience in delivering government, education, and nonprofit customer missions around the world. AWS has added more than 35,000 new APN Partners since January 2016. More information on APN, along with a directory of AWS partners, can be found on the AWS Partner Network page.

2.1 Benefits of APN for Customers

Many of our customers work in tandem with APN Consulting Partners and APN Technology Partners in order to leverage their experience in areas such as value-added software, established business applications, developer tools, and consulting expertise. APN provides access to qualified partners that resell AWS Cloud services and/or provide technical services to design, architect, build, migrate, and manage workloads and applications on AWS.

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APN Partners receive several benefits that distinguish them from other vendors and provide them with resources that assist their customers:

- APN Partners have access to training, service information, certifications, and other resources that help them to be experts in the AWS Cloud. These resources, often provided at a discount to qualifying partners, help APN Partners be more competent and confident in the solutions they offer to customers.
- APN Partners have a direct line of access to AWS corporate resources – such as business developers, engineers, Solutions Architects, and more – to help build and enhance solutions that work the best for their customers. This level of support is not normally available to vendors and companies that do not participate in APN.
- APN Partners can attain AWS Competencies based on their specialization in key AWS solution areas. Attainment of an AWS Competency, which requires meeting or exceeding several requirements and passing a rigorous third-party audit of capabilities, is a public indication of the APN Partner's ability to excel in an area of expertise. The AWS Public Sector Partner Program includes partners with solutions and experience in delivering on a combination of government, education, and non-profit customer missions around the world.
- AWS offers the Solution Provider Program – designed for systems integrators, managed service providers, value-added resellers, and other public sector partners – to resell AWS Services as part of a differentiated solution. Under this program, Authorized Solution Providers manage, service, support, and bill AWS accounts for end customers.
  The Solution Provider Program includes a tiered discount structure based on technical capabilities and success in driving a new business. It includes flexible contracting options to help meet unique end customer requirements, and it provides partners with multiple AWS Support models that align with most AWS partner practices.

Visit the Engage with AWS Partners page to learn more about customer success stories with APN Partners, learn more about APN Partner specialties, and search for APN Partners by service, industry, workload, or solution. The APN Journal page provides additional information on how APN Partners are helping customers achieve success in the AWS Cloud.

3.0 Benefits of Cloud Computing

Table 1 highlights the benefits of cloud computing, many of which are unique to the AWS Cloud.

Table 1– Benefits of the Cloud

Benefit of Cloud	Benefit to Customers
Access to more functionality	Cloud computing gives you access a to broad selection of services that make it easier, faster, and more cost-effective to migrate your existing apps to the cloud and build nearly anything you could imagine. AWS has developed the broadest

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	collection of services available from any cloud provider. We have been continually expanding our services to support virtually any cloud workload, and we now have **more than 200 services**. Refer to the 2021 Magic Quadrant for Cloud Infrastructure and Platform Services for a third-party assessment of AWS's broad service offerings.
Scalable applications	Rather than sitting on expensive idle resources or dealing with limited capacity, with cloud computing you can access as much or as little as you need and scale up and down as required with only a few minutes' notice. You can also design your applications to **automatically and rapidly scale resources** (and costs) up or down based on the actual demands on the system.
Increased speed and agility	In a cloud computing environment, new IT resources are only a click away, which means you reduce the time it takes to make those resources available to your developers **from weeks to just minutes**. This results in a dramatic increase in agility for the organization, since the cost and time it takes to experiment and develop is significantly lower. You also have continual access to the newest resources and services to keep your organization on the leading edge.
Parallel fleets	Many customers need to create pre-production, beta, and testing fleets to ensure the quality of their application at each stage of the development lifecycle. These parallel fleets are not always used optimally: expensive hardware may sit unused for long periods of time. In the cloud, you can provision testing fleets as you need them and simulate user traffic during load testing. You can also use parallel fleets as a staging environment for a new production release, enabling **quick switchover** from current production to a new application version with little or no service outages.
Increased pace of innovation	Since our inception, AWS has been an innovator in defining cloud computing by working to get new products to customers quickly, then rapidly iterating and improving on those products **based on customer feedback**. Our continual innovation helps customers maintain state-of-the-art IT infrastructure without having to make recapitalization investments.
Massive economies of scale	AWS's global footprint, efficiencies from automation, and economies of scale allow us to pass savings to you on a continuous basis. We continually focus on reducing our data center hardware costs, improving our operational efficiencies, lowering our power consumption, and passing savings back to customers. As of March 15, 2021, we have **reduced prices 107 times since** AWS launched in 2006. Additionally, we provide **multiple pricing options** that can save you 90% from on-demand rates if you choose to pre-purchase capacity or make use of spare capacity.
Minimal downtime	Cloud computing allows you to easily deploy applications across the country (or even the world), providing higher availability, lower latency, and a better experience at minimal cost. Our infrastructure is designed for physical redundancy and provides resilience, enabling **uninterrupted performance**, even in the event of power outages, internet downtime, floods, and other natural disasters. AWS currently has 6 geographic Regions and 22 Availability Zones throughout the United States. Information on each Region can be found at AWS Global Infrastructure.
Security and compliance	AWS customers obtain greater security in the cloud than is available in traditional data centers. The AWS Cloud infrastructure has been designed and managed in alignment with many regulations, standards, and industry best practices, and AWS manages over **2,500 security controls**. AWS is under a constant state of audit to comply with multiple risk management and compliance regimes, all of which are described on the AWS Compliance page. AWS also offers a suite of services to help you manage security and compliance, including access control, encryption, and threat detection.
Auditability	The message-based interoperability of web services allows customer configuration and use of AWS products to be uniformly logged, monitored, and audited. AWS

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	CloudTrail, for example, allows you to log, continuously monitor, and retain account activity related to actions across your AWS infrastructure—making it **easier for you to demonstrate compliance** with policies or regulatory standards.
Focus on core competencies	The ultimate benefit of the cloud is that customers can spend less time on undifferentiated tasks and **more time focusing on the core competencies** that add value to their organizations.

4.0 Shared Responsibility Model

Because our customers build systems on top of AWS Cloud infrastructure, security and compliance responsibilities are shared between AWS and the customer. This shared responsibility model can help relieve customers' operational burden as AWS operates, manages, and controls the components from the host operating system and virtualization layer down to the physical security of the facilities in which the service operates. Customers—and in some cases, our AWS Partner Network (APN) Partners who work with those customers—control how they architect and secure their applications and data put on the AWS Cloud. AWS provides a wide array of security and compliance services, and customers should carefully consider the services used, integration of those services into their IT environment, and applicable laws and regulations. AWS's shared responsibility/security model is depicted in **Figure 1**.

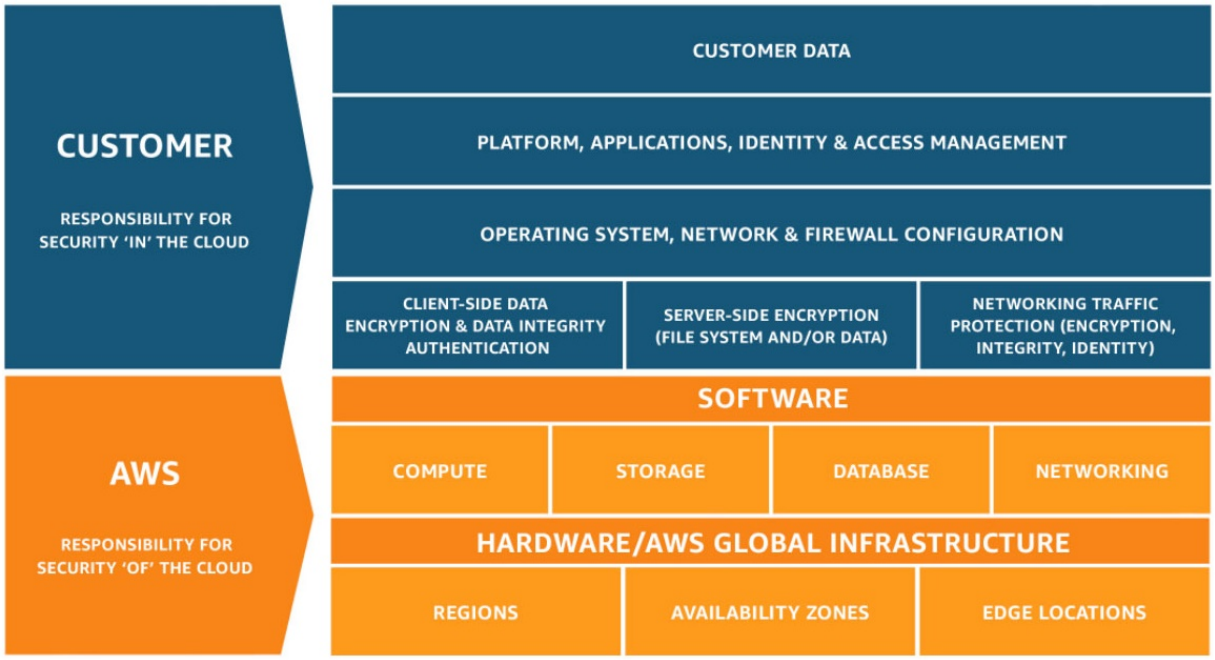

Figure 1 – AWS Shared Responsibility Model

This differentiation of responsibility is commonly referred to as security *of* the cloud versus security *in* the cloud.

- **AWS Responsibility (Security of the Cloud)** – AWS is responsible for protecting the infrastructure that runs all of the services offered on the AWS

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Cloud. This infrastructure is composed of the hardware, software, networking, and facilities that run AWS Cloud services.

- **Customer/APN Partner Responsibility (Security in the Cloud)** – Customers/APN Partners assume responsibility and management of the guest operating system (including updates and security patches); other associated application software; configuration of the AWS-provided security group firewalls; and other security, change management, and logging features.

AWS's shared responsibility model is further explained on the AWS Compliance webpage.

4.1 Shared Controls for Security and Compliance

Some controls apply to both the infrastructure layer (AWS responsibility) and customer layers (customer/APN Partner responsibility), but in completely separate contexts or perspectives. In a shared control, AWS provides the requirements for the infrastructure, and the customer/APN Partner must provide their own control implementation within their use of AWS Cloud services. Examples of these shared controls include the following:

- **Patch Management** – AWS is responsible for patching and fixing flaws within the infrastructure, but customers/APN Partners are responsible for patching their guest operating systems and applications.
- **Configuration Management** – AWS maintains the configuration of its infrastructure devices, but customers/APN Partners are responsible for configuring their own guest operating systems, databases, and applications.
- **Awareness and Training** – AWS trains AWS employees, but customer/APN Partners must train their own employees.

For example, services such as Amazon Elastic Compute Cloud (Amazon EC2), Amazon Virtual Private Cloud (Amazon VPC), and Amazon Simple Storage Service (Amazon S3) are categorized as infrastructure as a service (IaaS) and, as such, require the customer to perform all of the necessary security configuration and management tasks. If a customer deploys an Amazon EC2 instance, they are responsible for management of the guest operating system (including updates and security patches), any application software or utilities installed by the customer on the instances, and the configuration of the AWS-provided firewall (called a security group) on each instance.

4.2 Data Privacy and Ownership

As a customer, you maintain ownership of your content, and you select which AWS Cloud services can process, store, and host your content. We do not access or use your content for any purpose without your consent. AWS gives you ownership and control over your content through simple, powerful tools that allow you to determine where your content will be stored, secure your content in transit and at rest, and manage your access to AWS Cloud services and resources for your users. We also implement responsible and sophisticated technical and physical controls that are designed to prevent unauthorized access to or disclosure of your content.

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Four basic guidelines of data privacy and ownership on AWS include the following:

- **Access** – As a customer, you manage access to your content and user access to AWS Cloud services and resources. We provide an advanced set of access, encryption, and logging features to help you do this effectively (such as AWS CloudTrail). We do not access or use your content for any purpose without your consent. Customer virtual instances are solely controlled by the customer who has full root access or administrative control over accounts, services, and applications. AWS personnel do not have the ability to log into customer instances. We never use your content or derive information from it for marketing or advertising.
- **Geographical Location of Data** – You choose the AWS Region(s) in which your content is stored. We do not move or replicate your content outside of your chosen AWS Region(s) without your consent, except as legally required and as necessary to maintain the AWS Cloud services.
- **Security** – You choose how your content is secured, including via tokenization, data decomposition, cyber detection, and encryption. We have developed a security assurance program that uses best practices for global privacy and data protection to help you operate securely within AWS, and to make the best use of our security control environment. These security protections and control processes are independently validated by multiple third-party independent assessments. We also offer you strong encryption for your content in transit and at rest, and we provide you with the option to manage your own encryption keys.
- **Disclosure of Customer Content** – We do not disclose customer content unless we're required to do so to comply with the law, or with a valid and binding order of a governmental or regulatory body. Unless we are prohibited from doing so or there is clear indication of illegal conduct in connection with the use of Amazon products or services, Amazon notifies customers before disclosing customer content so they can seek protection from disclosure. Additional information can be found in our latest transparency report and our Amazon Law Enforcement Guidelines.

4.3 Customer Control of Data Residency

Some customers mandate data residency—the requirement that all customer content processed and stored in an IT system remain within specific geographical borders. However, regardless of the physical location, if IT systems are in any way connected to the internet (or other multi-party networks)—even indirectly—they are at considerable risk. In fact, most vulnerabilities are exploited remotely. In addition, manual processes present risk for human error, and insider threats prevail as a significant risk regardless of the data's physical location. Real world examples have shown that storing data on your own servers, in your own datacenter, in your own country, is by no means an adequate basis for securing your data.

AWS data centers are secure by design based on our physical and environmental controls. Both Gartner and IDC concluded that the security posture of major cloud service providers (CSPs) is equal to or better than the best enterprise data centers, and

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that security should no longer be considered a primary inhibitor to the adoption of public cloud services. In fact, customers actually benefit from the security native in the cloud.

Although data residency does not inherently mean stronger security, it is possible for customers to adhere to these regulations on AWS. Customers own their data and choose the Region(s) in which they store their data. AWS does not access customer data without their consent, and their data does not move unless the customer decides to move it. It is therefore possible for a customer to benefit from our inherited physical and environmental controls while still keeping their data within the United States. In addition, customers can build hybrid cloud architectures that integrate their on-premises and cloud operations for use cases such as data center extension and edge computing. Read more in our Data Residency policy perspectives whitepaper and Hybrid Cloud with AWS page.

5.0 Services Overview

AWS has been continually expanding its services to support virtually any cloud workload. We now have more than 200 fully featured services, with several highlighted in the following subsections and depicted in **Figure 2**. In addition, our AWS Documentation page provides user guides, developer guides, API references, and tutorials to help our customers and APN Partners get started on AWS and learn more about each of our services. You can also watch videos or read through AWS reference architectures and architecture whitepapers at AWS Architecture Center. Further, you can visit the AWS This is My Architecture web page for innovative cloud architectures from customers and APN Partners.

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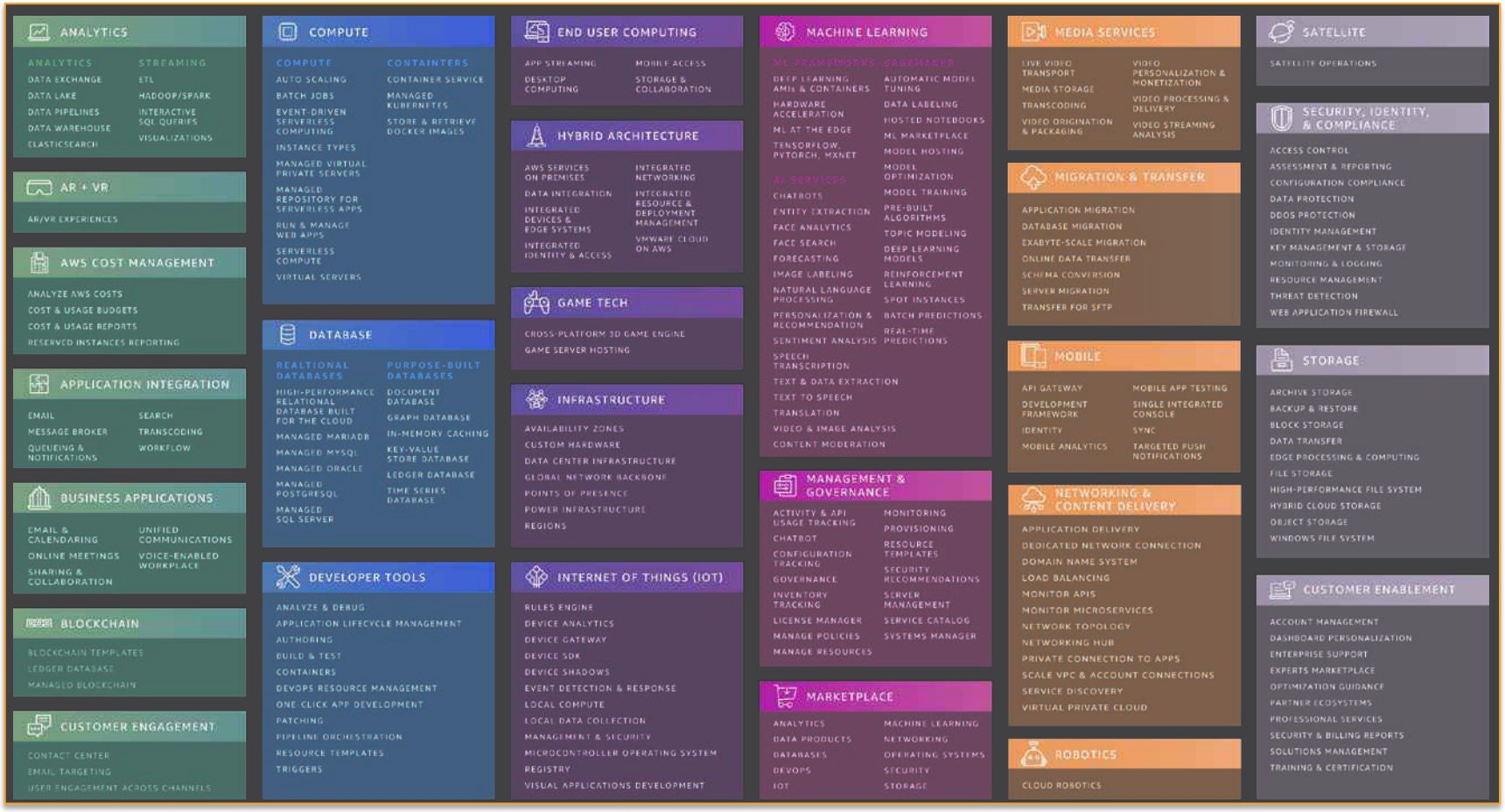

Figure 2 – AWS Depth and Breadth of Services

ATTACHMENT A

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5.1 Compute Services

AWS offers a comprehensive portfolio of compute services, allowing you to develop, deploy, run, and scale your applications and workloads. Our compute services range from virtual machines and servers with Amazon EC2 and Amazon Lightsail, to containers with Amazon Elastic Container Service (Amazon ECS) and AWS Fargate, to serverless with AWS Lambda, and more.

Did you know?
80% of all containerized applications running in the cloud run on AWS.

5.2 Storage Services

AWS offers a complete range of cloud storage services to support both application and archival compliance requirements. Select from object, file, and block storage services—like Amazon S3, Amazon Elastic File System (Amazon EFS), Amazon FSx, and Amazon Elastic Block Store (Amazon EBS)—and archive, backup, and hybrid storage—like Amazon S3 Glacier, AWS Backup, and AWS Storage Gateway.

Did you know?
• Amazon S3 is designed for 99.999999999% (11 9's) of durability, and stores data for millions of applications for companies all around the world.

5.3 Database Services

AWS offers fully managed database services such as relational databases for transactional applications (Amazon Aurora and Amazon Relational Database Service [Amazon RDS]), non-relational databases for internet-scale applications (Amazon DynamoDB), a data warehouse for analytics (Amazon Redshift), an in-memory data store for caching and real-time workloads (Amazon ElastiCache), a graph database for building applications with highly connected data (Amazon Neptune), a time series database for measuring changes over time (Amazon Timestream), a document database (Amazon DocumentDB), a wide column store (Amazon Managed Apache Cassandra Service), and a ledger database to maintain a complete and verifiable record of transactions (Amazon Quantum Ledger Database [Amazon QLDB]).

Did you know?
• On September 30, 2019, Amazon's Consumer business turned off its final Oracle database after migrating nearly 7,500 databases and 75 petabytes of data across hundreds of items to AWS database services. • Amazon Aurora is the fastest growing service in the history of AWS. Tens of thousands of AWS customers use Amazon Aurora for their relational databases.

5.4 Analytics Services

Each analytic service AWS provides is purpose-built for a wide range of analytics use cases such as interactive analysis (Amazon Athena), big data processing using Apache Spark and Hadoop (Amazon EMR), data warehousing (Amazon Redshift), real-time analytics (Amazon Kinesis), operational analytics (Amazon OpenSearch Service), data

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catalog (AWS Glue), integrated data lake service (AWS Lake Formation), dashboards and visualizations (Amazon QuickSight), and more.

Did you know?
AWS hosts more than 10,000 of data lakes.

5.5 Networking and Content Delivery Services

AWS networking and content delivery services enable you to isolate your cloud infrastructure with Amazon VPC, scale your request handling capacity with Elastic Load Balancing, and connect your physical network to your private virtual network with AWS Direct Connect. We also offer a secure global content delivery network (CDN) with Amazon CloudFront and a scalable cloud Domain Name Service (DNS) with Amazon Route 53.

To build a network for microservices architectures, AWS enables customers to application-level networking for containers and microservices (AWS App Mesh), create, maintain, and secure APIs at any scale (Amazon API Gateway), and discover AWS Cloud services connected to your applications (AWS Cloud Map).

5.6 Migration and Transfer Services

Whether you are migrating a server, database, or raw data into the AWS Cloud, AWS offers a suite of tools to help you with your migration. AWS Database Migration Service (DMS) helps you migrate databases while the source database remains fully operational. The AWS Snow Family of devices helps you to physically transport up to exabytes of data into and out of the AWS Cloud. To help track your migration, AWS Migration Hub provides a single location to track the progress of application migrations across multiple AWS solutions. In addition, AWS Application Discovery Service helps you plan migration projects by gathering information about your on-premises data centers. Migration Evaluator delivers accurate data-driven recommendations to right-size and right-cost compute. AWS Application Migration Service (AWS MGN) allows you to quickly realize the benefits of migrating applications to the cloud without changes and with minimal downtime.

Did you know?
More than 450,000 databases have been migrated using AWS DMS.

5.7 Management and Governance Services

AWS provides a set of management tools that allows you to programmatically provision, monitor, and automate all the components of your cloud environment. Using these tools, you can maintain consistent controls without restricting development velocity. AWS provides four kinds of management tools that work together and are integrated with the AWS platform. These tools include provisioning tools such as AWS Control Tower and AWS CloudFormation, operations management tools such as AWS Systems Manager, monitoring and logging tools such as Amazon CloudWatch, configuration management services such as AWS Config and AWS OpsWorks, monitoring and auditing tools such as Amazon CloudWatch and AWS CloudTrail, and more.

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Did you know?
• Amazon CloudWatch monitors more than 1 quadrillion (or 1000 trillion) metric observations per month, with over 1 million customers using the service weekly.

5.8 Security, Identity, and Compliance Services

AWS provides security tools and services that can help you every step of the way to ensure understanding of and transition to a secure cloud, from encryption with AWS Key Management Service (KMS) to threat detection with Amazon GuardDuty to Distributed Denial of Service (DDoS) protection with AWS Shield. AWS Identity and Access Management (IAM) allows customers to have granular control over access to your services. Furthermore, Amazon Macie can help you discover, classify, and protect your most sensitive data.

5.9 Developer Tools

The AWS Developer Tools is a set of services designed to enable developers and IT operations professionals practicing DevOps to rapidly and safely deliver software. Together, these services help you securely store and version control your application's source code and automatically build, test, and deploy your application to AWS or your on-premises environment.

5.10 Machine Learning and Artificial Intelligence Services

AWS offers pre-trained AI services for computer vision (Amazon Rekognition), language (Amazon Polly, Amazon Comprehend, Amazon Textract, Amazon Translate, Amazon Transcribe, and Amazon Lex), recommendations (Amazon Personalize), and forecasting (Amazon Forecast), with several more in preview. AI services easily integrate with your applications to address common use cases such as personalized recommendations, modernizing your contact center, improving safety and security, and increasing customer engagement. In addition, Amazon SageMaker helps you to quickly build, train and deploy machine learning models at scale.

Amazon SageMaker removes the heavy lifting from each step of the machine learning process to make it easier to develop high quality models. SageMaker provides all of the components used for machine learning in a single toolset so models get to production faster with much less effort and at lower cost. SageMaker includes features specific to the various stages of ML model development and launch: Collect and Prepare, Build, Train and Tune, and Deploy.

Did you know?
Amazon SageMaker provides Managed Spot Training to help you to reduce training costs by up to 90%.

5.11 IoT Services

AWS IoT provides broad and deep functionality and brings together data management and rich analytics so that you can build IoT solutions for virtually any use case across a wide range of devices. Our device software (FreeRTOS and AWS IoT Greengrass)

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enables you to securely connect devices, gather data, and take intelligent actions locally—even when internet connectivity is not available. Our control services (AWS IoT Core, AWS IoT Device Defender, AWS IoT Device Management, and AWS IoT Things Graph) allow you to control, manage, and secure large and diverse device fleets. Finally, our data services (AWS IoT Analytics, AWS IoT Events, and AWS IoT SiteWise) help you extract value from IoT data.

5.12 Mobile Services

AWS offers a suite of services for building and deploying mobile applications, including AWS Amplify for provisioning and managing backends for your mobile applications, AWS Device Farm for app testing, and Amazon Pinpoint for customer engagement.

5.13 Call Center Services

Amazon Connect provides a seamless omnichannel experience through a single unified contact center for voice and chat.

5.14 Hybrid Services

AWS offers hybrid cloud services that can help you integrate a mix of cloud, on-premises data centers, and edge locations. VMware Cloud on AWS is an integrated cloud offering jointly developed by AWS and VMware that allows organizations to seamlessly migrate and extend their on-premises VMware vSphere-based environments to the AWS Cloud. AWS Outposts is a hybrid cloud solution that brings the AWS infrastructure, services, APIs, management tools, and support to virtually any data center, co-location space, or on-premises facility.

5.15 AWS Marketplace

AWS Marketplace is an online store that helps customers find, buy, and immediately start using the software and services they need to build products and run their businesses. More than 310,000 active customers are using software from AWS Marketplace, which offers 50 categories from more than 1,600 independent software vendors.

5.16 Other Services

In addition to the types of services listed above, AWS also offers services for application integration, desktop apps, blockchain, quantum technologies, media streaming, satellite, robotics, AR/VR, game development, and more.

6.0 AWS Cloud Infrastructure

Our AWS Cloud infrastructure allows customers to build solutions that are more highly available, fault tolerant, and scalable than would be possible with a single data center. This is because the AWS Cloud infrastructure is built around Regions and Availability Zones. A Region is a physical location in the world where we have multiple Availability

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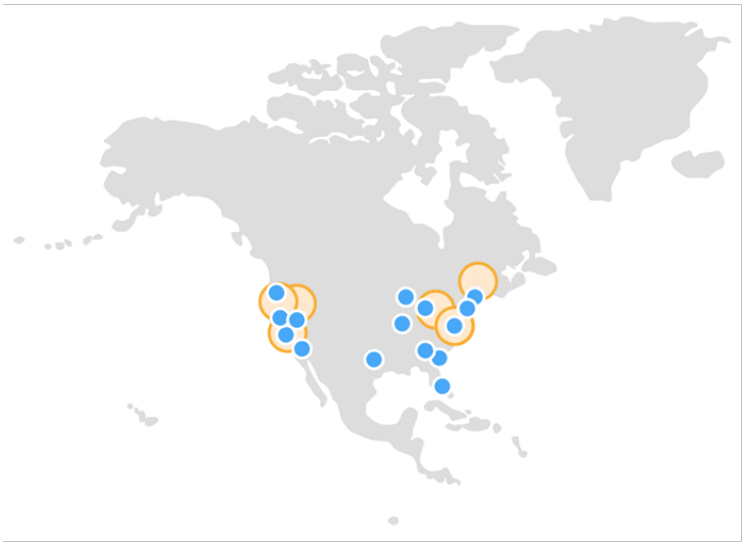
Zones. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity and housed in separate facilities.

AWS currently has 6 Regions and 22 Availability Zones in the United States (see **Figure 3**). Information on each Region can be found at the AWS Global Infrastructure page. The AWS products and services that are available in each region are listed at the AWS Regional Services webpage.



US East (Northern Virginia)
Availability Zones: **6**
Launched 2006

US East (Ohio)
Availability Zones: **3**
Launched 2016

US West (Oregon)
Availability Zones: **4**
Launched 2011

US West (Northern California)
Availability Zones: **3** (new customers can access 2)
Launched 2009

GovCloud (US-West)
Availability Zones: **3**
Launched 2011

GovCloud (US-East)
Availability Zones: **3**
Launched 2018

Figure 3 – Map of AWS Regions and Availability Zones in the US

Figure 4 illustrates the relationship between regions and Availability Zones.

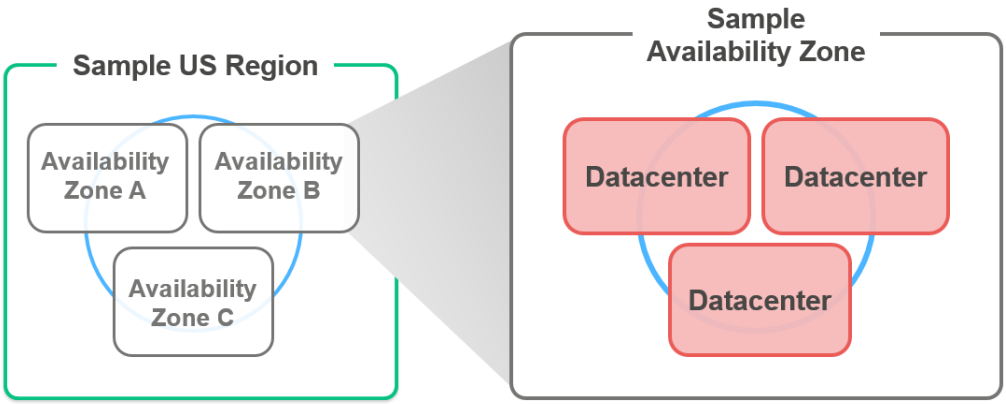


Figure 4 – Regions and Availability Zones

6.1 Data Center Physical Location

AWS does not disclose the exact location of data centers and does not allow data center access to customers, as this exposes a wide range of customers to physical access of a third party. To meet this customer need, an independent and competent

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auditor validates the presence and operation of controls as part of our System and Organization Controls (SOC 1) Type 2 report. This broadly accepted third-party validation provides customers with the independent perspective of the effectiveness of controls in place. AWS customers that have signed a non-disclosure agreement (NDA) with AWS may request a copy of the SOC 1 Type 2 report.

6.2 Data Center Audits

Instead of allowing customers to perform physical audits, AWS has an independent third party perform audits of its data centers. These audits are conducted in accordance with the Federal Risk and Authorization Management Program (FedRAMP), American Institute of Certified Public Accountants (AICPA): AT 801 (formerly Statement on Standards for Attestation Engagements [SSAE] 16), and International Standards for Assurance Engagements (ISAE) 3402 professional standards.

The auditors produce a SOC 1 Type 2 report in connection with the audit. Independent reviews of data center physical security are also part of an International Organization for Standardization (ISO) 27001 audit, a Payment Card Industry (PCI) Data Security Standard (DSS) assessment, and an International Traffic in Arms Regulations (ITAR) audit.

Our rigorous attention to auditing provides peace of mind to our customers. Much as a customer trusts a bank based on reputation and regulation by the Federal Deposit Insurance Corporation (FDIC), our customers trust the independent third party audits described above. It is widely accepted that such accrediting organizations are competent and qualified to assure customer confidence and acceptance without a personal inspection and accreditation—or customers having to hire their own accreditor.

To help you fulfill your own audit and regulatory requirements, we detail our controls on our website.

6.3 Data Center Virtual Tours

You can take a virtual tour of our data centers. The following provides a list of each data center layer with a link to a virtual tour for each one.

- **Perimeter Layer** – AWS data center physical security begins at the Perimeter Layer. This layer includes a number of security features depending on the location, such as security guards, fencing, security feeds, intrusion detection technology, and other security measures.
- **Infrastructure Layer** – The Infrastructure Layer is the data center building and the equipment and systems that keep it running. Components like back-up power equipment, the HVAC system, and fire suppression equipment are all part of the Infrastructure Layer. These devices and systems help protect servers and ultimately your data.
- **Data Layer** – The Data Layer is the most critical point of protection because it is the only area that holds customer data. Protection begins by restricting access

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and maintaining a separation of privilege for each layer. In addition, we deploy threat detection devices, video surveillance, and system protocols, further safeguarding this layer.

- **Environmental Layer** – The Environmental Layer is dedicated to environmental considerations from site selection and construction to operations and sustainability. AWS carefully chooses our data center locations to mitigate environmental risk such as flooding, extreme weather, and seismic activity.

6.4 Data Center Security

AWS's data centers are state of the art, using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud. The following subsections address some of our customers' frequently asked questions about our data center security.

- **Physical and Environmental Security** – AWS data centers are housed in nondescript facilities for anonymity. Physical access is strictly controlled at both the perimeter and at building ingress points by professional security staff using video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff. AWS only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or AWS. All physical access to data centers by AWS employees is logged and audited.
- **Fire Detection and Suppression** – Automatic fire detection and suppression equipment has been installed to reduce risk. The fire detection system utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms and generator equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action, or gaseous sprinkler systems.
- **Power** – The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations 24 hours a day and seven days a week. Uninterruptible power supply (UPS) units provide backup power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide backup power for the entire facility.
- **Climate and Temperature** – Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels.
- **Physical Plant Management** – AWS monitors electrical, mechanical, and life support systems and equipment so that any issues are immediately identified.

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Preventative maintenance is performed to maintain the continued operability of equipment.

- **Storage Device Decommissioning** – As part of AWS's storage decommissioning process, when a storage device has reached the end of its useful life, AWS procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals. AWS uses the techniques detailed in National Institute of Standards and Technology (NIST) 800-88 (Guidelines for Media Sanitization) as part of the decommissioning process.

AWS will provide the SOC 1 Type 2 report to customers under NDA. The AWS Security Center provides up-to-date information on AWS audits by independent third-party auditors.

7.0 Automatically Scaling your Resources

To be confident that your infrastructure can handle a spike in traffic, you can use AWS Auto Scaling and Elastic Load Balancing to automatically scale your AWS cloud-based resources up to meet unexpected demand, and then scale those resources down as demand decreases. While AWS Auto Scaling adjusts capacity for multiple resources, Elastic Load Balancing distributes incoming application traffic across targets such as Amazon EC2 instances and containers.

7.1 Scaling

AWS Auto Scaling monitors your applications and automatically adjusts capacity to maintain steady, predictable performance at the lowest possible cost. The service provides a user interface that lets you build scaling plans for resources including Amazon EC2 instances and Spot Fleets, Amazon ECS tasks, Amazon DynamoDB tables and indexes, and Amazon Aurora Replicas.

Auto Scaling maintains the number of instances that you specify by performing periodic health checks on the instances in the group. If an instance becomes unhealthy, the group terminates the unhealthy instance and launches another instance to replace it.

Auto Scaling policies can be used to automatically increase or decrease the number of running Amazon EC2 instances in a group of servers to meet changing conditions. When the scaling policy is in effect, the Auto Scaling group adjusts the desired capacity of the group and launches or terminates the instances as needed, either dynamically or on a schedule if there is a known and predictable ebb and flow of traffic.

7.2 Load Balancing

Elastic Load Balancing automatically distributes incoming application traffic across multiple targets, such as Amazon EC2 instances, containers, IP addresses, and AWS Lambda functions. It can handle the varying load of your application traffic in a single Availability Zone or across multiple Availability Zones. When combined with Auto Scaling,

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the number of healthy nodes is automatically rebalanced with the other Availability Zones, and no manual intervention is required.

Elastic Load Balancing offers three types of load balancers that all feature the high availability, automatic scaling, and robust security necessary to make your applications fault tolerant:

- **Application Load Balancer** – Best suited for load balancing of HTTP and HTTPS traffic
- **Network Load Balancer** – Best suited for load balancing of Transmission Control Protocol (TCP) traffic where extreme performance is required
- **Classic Load Balancer** – Best suited for applications that were built within the Amazon EC2-Classic network

7.3 Monitoring and Alarms

Customers can use Amazon CloudWatch to collect and track metrics, collect and monitor log files, and set alarms. Customers can architect their solutions so that Amazon CloudWatch's metrics and alarms can work together with Auto Scaling and Elastic Load Balancing to dynamically deploy new instances on-demand, as depicted in **Figure 5**. This type of automation takes some of the administrative burden off of the customer and allows the infrastructure to manage itself on-the-fly.

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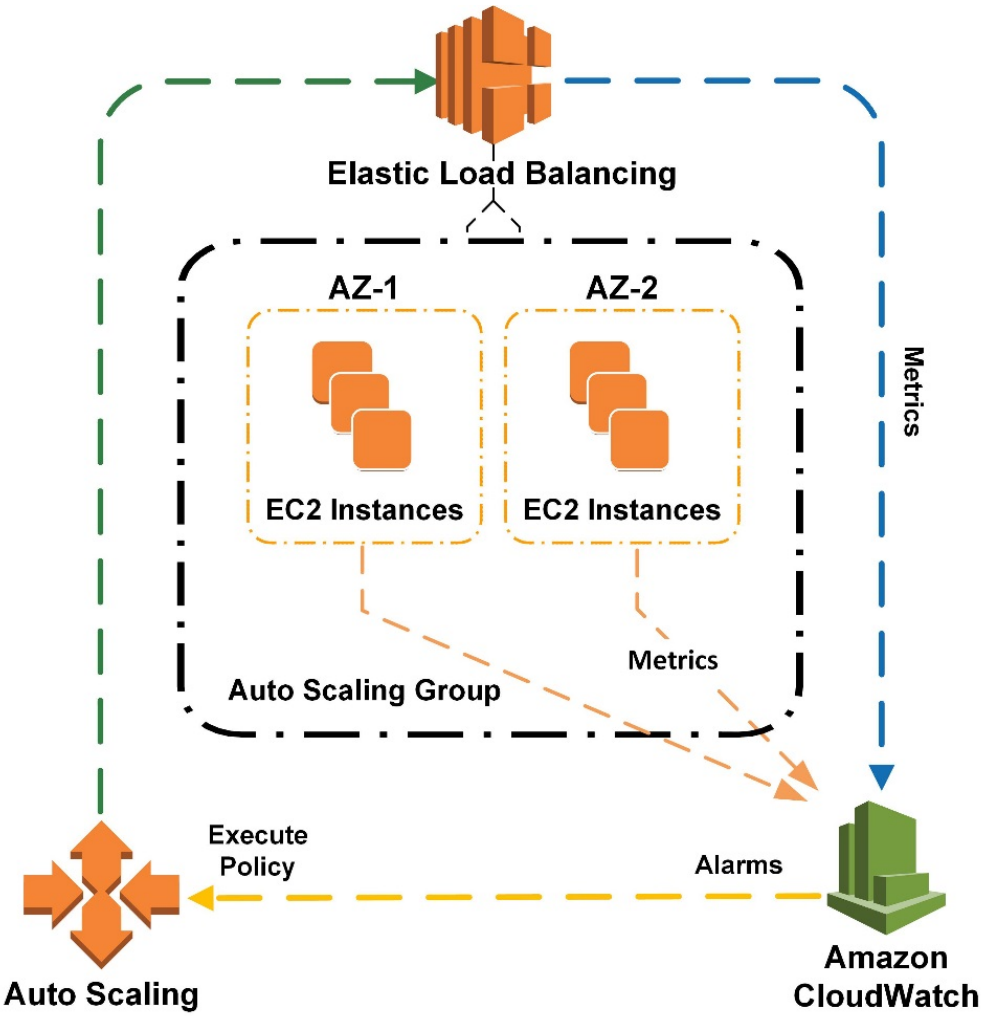

Figure 5 – Auto Scaling with Elastic Load Balancing and Amazon CloudWatch alarms

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8.0 Architecting for High Availability and Reliability

Availability and reliability are shared responsibilities between AWS and the APN Partner/customer. AWS is responsible for ensuring that our services are continuously available and that we are prepared to handle a wide range of events that could affect our infrastructure. You are responsible for designing, deploying, and testing your applications on AWS to achieve the availability and resiliency you need, including for mission-critical applications that require almost no downtime. The following subsections further detail AWS and customer responsibilities for availability and reliability.

8.1 AWS Responsibility: Data Center Availability and Reliability

AWS builds to guard against outages and incidents, and we account for them in the design of our services—so when disruptions do occur, their impact on customers and the continuity of services is as minimal as possible.

To minimize disruptions, AWS employs compartmentalization. We have multiple constructs that provide different levels of independent, redundant components. For example, our Regions are isolated from each other, meaning that a disruption in one Region does not result in disruption in other Regions. Our Availability Zones are physically separated and isolated, and they are built with highly redundant networking to withstand local disruptions. AWS also leverages a concept known as cell-based architecture, by which resources and requests are partitioned into “cells” that are designed to be independent of each other. This design minimizes the chance that a disruption in one cell—for example, one subset of customers—would disrupt other cells.

Additionally, although the likelihood of large-scale incidents is very low, AWS is prepared to manage them should they occur. We maintain a series of incident response plans covering both common and uncommon events, and we update them regularly to incorporate lessons learned and prepare for emerging threats.

8.2 Customer Responsibility: Designing for Availability and Reliability

While AWS goes to great lengths to provide availability and reliability *of* the cloud, our customers share responsibility for ensuring availability and reliability *within* the cloud. Some best practices we recommend for building highly resilient systems on the AWS Cloud include the following:

- **Design for Failure** – It is best practice to architect across multiple AZs in the same Region to achieve extremely high Recovery Time Objectives (RTOs), Recovery Point Objectives (RPOs), and service availability. For mission-critical applications, it is best practice to architect across Regions to handle the rare case of an entire Region failing—perhaps as a result of a major physical attack.
- **Automate Failover and Recovery** – You can use AWS Auto Scaling to monitor your applications and automatically adjust capacity to maintain the optimal level to satisfy demand without over- or under-provisioning. You can also use AWS

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Personal Health Dashboard, which provides alerts and remediation guidance when AWS is experiencing events that may impact you. AWS Personal Health Dashboard can integrate with Amazon CloudWatch Events, enabling you to build custom rules and select targets such as AWS Lambda functions to define automated remediation actions.

- **Test your Recovery Procedures** – You can use a test environment to simulate different failures or to recreate scenarios that led to failures before. This exposes failure pathways that you can test and fix before a real failure scenario, reducing the risk of components that have not been tested before failing.

8.3 Service Level Agreements

AWS provides Service Level Agreements (SLAs) that apply to customer use of specific services. Due to the rapidly evolving nature of AWS Cloud service offerings, our SLAs are best reviewed directly on our website here.

8.4 Resources and Reference Architecture

Building Fault-Tolerant Applications on AWS is a great introduction to achieving high availability in the cloud. In addition, the AWS Well-Architected Framework codifies the experiences of thousands of customers, helping customers assess and improve their cloud-based architectures and mitigate disruptions. Our Reliability Pillar whitepaper provides guidance to help you apply best practices to achieve reliability.

In addition, the AWS Architecture Center is designed to provide customers with the necessary guidance and application architecture best practices to build highly scalable and reliable applications in the AWS Cloud. These resources provide architectural guidance for design and implementation of systems that run on the AWS infrastructure.

Figure 6 provides a reference architecture for fault tolerance and high availability.

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AWS Reference Architectures

Amazon EC2
Amazon EBS
Elastic Load Balancing
Amazon S3

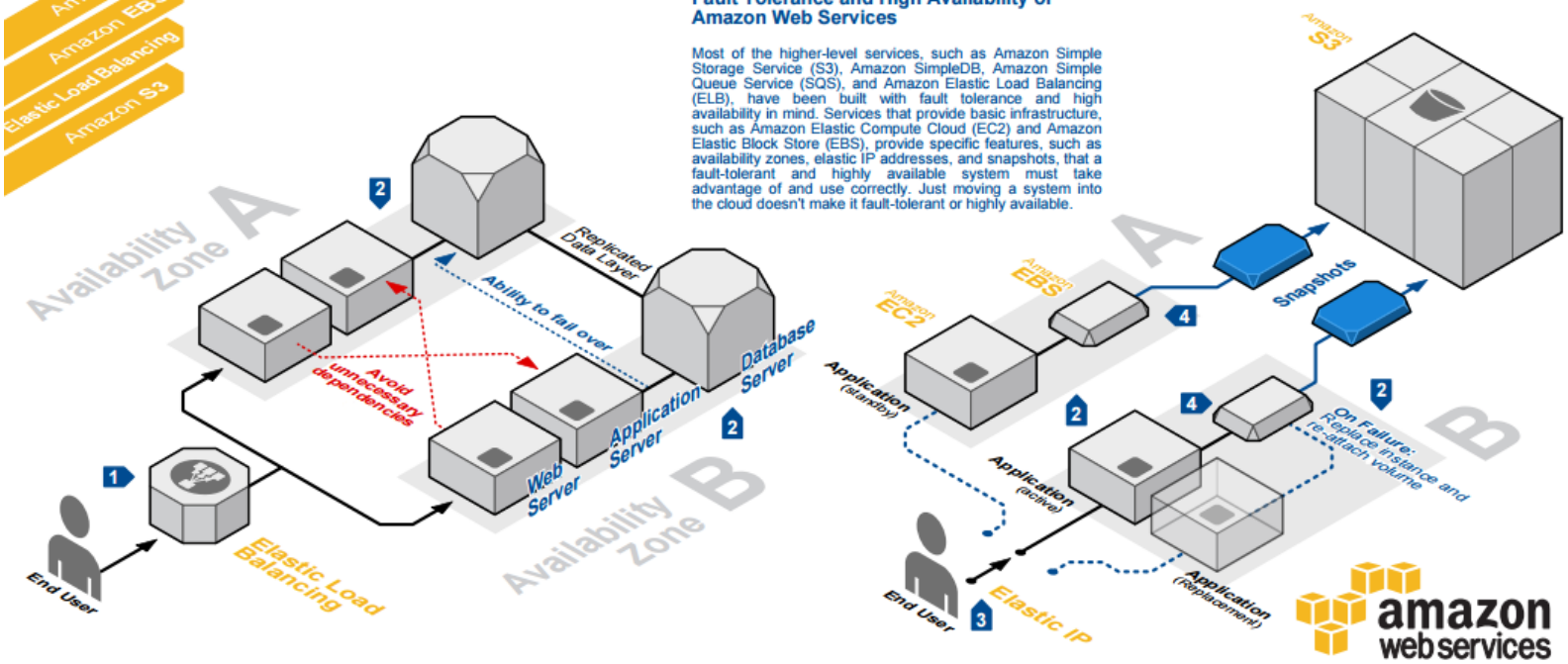
FAULT TOLERANCE & HIGH AVAILABILITY

Amazon Web Services provides services and infrastructure to build reliable, fault-tolerant, and highly available systems in the cloud.These qualities have been designed into our services both by handling such aspects without any special action by you and by providing features that must be used explicitly and correctly.

Amazon EC2 provides infrastructure building blocks that, by themselves, may not be fault-tolerant. Hard drives may fail, power supplies may fail, and racks may fail. It is important to use combinations of the features presented in this document to achieve fault tolerance and high availability.

Fault Tolerance and High Availability of Amazon Web Services

Most of the higher-level services, such as Amazon Simple Storage Service (S3), Amazon SimpleDB, Amazon Simple Queue Service (SQS), and Amazon Elastic Load Balancing (ELB), have been built with fault tolerance and high availability in mind. Services that provide basic infrastructure, such as Amazon Elastic Compute Cloud (EC2) and Amazon Elastic Block Store (EBS), provide specific features, such as availability zones, elastic IP addresses, and snapshots, that a fault-tolerant and highly available system must take advantage of and use correctly. Just moving a system into the cloud doesn't make it fault-tolerant or highly available.



System Overview

1 Load balancing is an effective way to increase the availability of a system. Instances that fail can be replaced seamlessly behind the load balancer while other instances continue to operate. **Elastic Load Balancing** can be used to balance across instances in multiple availability zones of a region.

2 **Availability zones (AZs)** are distinct geographical locations that are engineered to be insulated from failures in other AZs. By placing **Amazon EC2** instances in multiple AZs, an application can be protected from failure at a single location. It is important to run independent application stacks in more than one AZ, either in the same region or in another region, so that if one zone fails, the application in the other zone can continue to run. When you design such a system, you will need a good understanding of zone dependencies.

3 **Elastic IP** addresses are public IP addresses that can be programmatically mapped between instances within a region. They are associated with the AWS account and not with a specific instance or lifetime of an instance.
Elastic IP addresses can be used to work around host or availability zone failures by quickly remapping the address to another running instance or a replacement instance that was just started. Reserved instances can help guarantee that such capacity is available in another zone.

4 Valuable data should never be stored only on instance storage without proper backups, replication, or the ability to re-create the data. **Amazon Elastic Block Store (EBS)** offers persistent off-instance storage volumes that are about an order of magnitude more durable than on-instance storage. EBS volumes are automatically replicated within a single availability zone. To increase durability further, point-in-time snapshots can be created to store data on volumes in **Amazon S3**, which is then replicated to multiple AZs. While EBS volumes are tied to a specific AZ, snapshots are tied to the region. Using a snapshot, you can create new EBS volumes in any of the AZs of the same region. This is an effective way to deal with disk failures or other host-level issues, as well as with problems affecting an AZ. Snapshots are incremental, so it is advisable to hold on to recent snapshots.

Figure 6 – Fault Tolerant AWS Reference Architecture

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9.0 Building Secure Solutions on AWS

AWS manages over 1,800 security controls to provide a secure environment for our customers. The AWS virtual infrastructure is designed to provide optimum availability while ensuring customer security, privacy, and segregation. AWS's highly secure data centers use state-of-the-art electronic surveillance and multi-factor access control systems and maintain strict, least-privileged-based access authorizations. Our environmental systems are designed to minimize the impact of disruptions to operations, and our multiple Regions and Availability Zones allow customers to remain resilient in the face of most failure modes. AWS Regions are connected to multiple internet service providers (ISPs) as well as to a private global network backbone, which provides lower cost and more consistent cross-region network latency when compared with the public internet.

Remember that security is a shared responsibility between AWS and the APN Partner/customer, as discussed in **Section 4.0**. While AWS is responsible for protecting the infrastructure that runs all of the services offered in the AWS Cloud, APN Partners/customers control how they architect and secure their applications and data on the AWS Cloud. In addition, AWS provides security documentation that shows you how to configure AWS services to meet your security and compliance objectives.

The following subsections provide further information on some of our most-inquired-about aspects of security. You can find more detail about security and responsibilities in our Overview of Security Processes whitepaper and AWS Security Best Practices, and by visiting the AWS Cloud Security and AWS Security Documentation pages.

9.1 Granting and Managing Account Access

Identity and access management are key parts of an information security program, ensuring that only authorized and authenticated users are able to access your resources, and only in a manner that you intend. Using AWS Identity and Access Management (IAM), you can create and manage AWS users and groups, assign them security credentials (e.g., access keys, passwords, and multi-factor authentication [MFA] devices), and use permissions to allow and deny their access to AWS resources. You can also request temporary security credentials for users who only require short-term access.

9.1.1 IAM Users

An IAM user is an entity that you create in AWS. The IAM user represents the person or service who uses the IAM user to interact with AWS. A user in AWS consists of a name, a password to sign into the AWS Management Console, and up to two access keys that can be used with the API or CLI.

When you create an IAM user, you grant it permissions either by making it a member of a group that has appropriate permission policies attached (recommended) or by directly attaching policies to the user. You can also clone the permissions of an existing IAM

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user, which automatically makes the new user a member of the same groups and attaches all the same policies.

A root user is a single sign-in identity that has complete access to all AWS Cloud services and resources in the account. It is a security best practice to *not* use your root account because of its complete access. Instead, create individual users and grant them each the minimum amount of privilege necessary, which is known as least privilege. Note that all users have zero privileges by default. You can manage users' privilege by individual user or by groups.

9.1.2 IAM Groups

An IAM user group is a collection of IAM users. You can use groups to specify permissions for a collection of users, which can make those permissions easier to manage for those users. For example, you could have a group called Admins and give that group the types of permissions that administrators typically need. Any user in that group automatically has the permissions that are assigned to the group. Note that a group is not truly an identity because it cannot be identified as a Principal in a resource-based or trust policy. It is only a way to attach policies to multiple users at one time.

9.1.3 IAM Roles

An IAM role is very similar to a user, in that it is an identity with permission policies that determine what the identity can and cannot do in AWS. However, a role does not have any credentials (password or access keys) associated with it. Instead of being uniquely associated with one person, a role is intended to be assumable by anyone who needs it. An IAM user can assume a role to temporarily take on different permissions for a specific task. A role can be assigned to a federated user who signs in by using an external identity provider instead of IAM. AWS uses details passed by the identity provider to determine which role is mapped to the federated user.

9.1.4 Identity Federation

With federation, you can use single sign-on (SSO) to access your AWS accounts using credentials from your corporate directory. Federation uses open standards such as Security Assertion Markup Language 2.0 (SAML) to exchange identity and security information between an identity provider and an application.

9.1.5 Setting Granular Permissions

Access control policies are attached to users, groups, and roles to assign permissions to AWS resources. By default, IAM users, groups, and roles have no permissions; users with sufficient permissions must use a policy to grant the desired permissions.

Using policies, you can specify several layers of permission granularity. First, you can define specific AWS service actions you wish to allow or explicitly deny access to. Second, depending on the action, you can define specific AWS resources the actions can be performed on. Third, you can define conditions to specify when the policy is in effect (for example, if MFA is enabled or not).

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9.1.6 Temporary Security Credentials

You can use the AWS Security Token Service (AWS STS) to create and provide trusted users with temporary security credentials that can control access to your AWS resources. Temporary security credentials are short-term and are not stored with the user; rather, they are generated dynamically and provided to the user when requested.

9.2 Tools for Logical Separation

AWS Cloud services and features that provide logical separation are enough to meet most security requirements, despite legacy requirements for physical separation. Amazon VPC, for example, allows you to define and provision your own logically isolated section of the AWS Cloud. Amazon VPC provides a networking layer for Amazon EC2, a service that provides compute capacity within the AWS Cloud. Your VPC is logically separated from other virtual networks on the AWS Cloud, and it allows you to launch your resources into an IP address range that you determine.

Within your VPC, you can create subnets, each with an associated route table. You can configure these route tables to control network traffic. You can attach an internet gateway to your VPC, allowing your Amazon EC2 instances to communicate with the public internet. You can also create private subnets that only allow your Amazon EC2 instances to communicate with each other. Our Amazon VPC User Guide provides several example scenarios for building both public and private subnets.

In addition, AWS offers services like VPC Peering, AWS Transit Gateway, and AWS PrivateLink, which allow your VPCs to communicate with each other and with your other services on the AWS Cloud both securely and privately.

9.3 Tools for Encryption

All AWS Cloud services that store customer data offer the ability to encrypt that data. By defining an encryption approach, you can provide protection for your content against unauthorized users and against unnecessary exposure to authorized users. The combination of AWS Key Management Service (KMS) and AWS CloudHSM is the centerpiece of a rigorous encryption solution.

AWS KMS helps you manage encryption keys and integrates with many AWS Cloud services. This service provides durable, secure, and redundant storage for your master keys. You can define your key aliases as well as key-level policies. The policies help you define key administrators as well as key users. For example, a secret management system can be the only system that has access to the master key that encrypts the secrets for storage.

AWS CloudHSM is a cloud-based hardware security module (HSM) that enables you to easily generate and use your own encryption keys on the AWS Cloud. It helps you meet corporate, contractual, and regulatory compliance requirements for data security by using Federal Information Processing Standard (FIPS) 140-2 Level 3 validated HSMs.

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9.3.1 Protecting Data at Rest

Multiple AWS Cloud services provide built-in integration with AWS KMS to allow easy encryption of your data. Amazon S3 allows you to encrypt content by selecting a KMS key on object upload. Amazon EBS allows you to choose a KMS key to encrypt a block storage volume or Amazon Machine Image (AMI) copy operation. Amazon RDS allows you to choose an encryption key for encrypting DB instance storage at rest (including backup snapshots).

You also have the option of implementing your own encryption-at-rest approach. For example, you can encrypt content before storing in an AWS Cloud service. Amazon S3 provides you the facility to upload an already encrypted object. It also provides the ability for you to upload an object along with an encryption key that's used in-memory to encrypt an object. To retrieve the object, you must supply the same key.

9.3.2 Protecting Data in Transit

When protecting your data in transit, selecting secure protocols that implement the latest in cryptography standards such as Transport Layer Security (TLS) is a common best practice. AWS Cloud services provide HTTPS endpoints using TLS for communication, thus providing encryption in transit when communicating with the AWS APIs. You have full control over your computing resources to implement encryption in transit across your services. Additionally, the AWS Certificate Manager (ACM) service provides you the ability to manage and deploy public and private certificates for your workloads. You can also leverage virtual private network (VPN) connectivity into your VPC or across your VPCs to facilitate encryption of traffic.

9.4 Automating your Security and Compliance

AWS offers a variety of security tools that you can use to secure the applications you build on the AWS Cloud, from AWS CloudTrail and AWS CloudWatch for logging and monitoring, to Amazon GuardDuty for threat detection, to AWS Shield for DDoS protection. Our Security, Identity, and Compliance on AWS page provides a more complete listing and details on the myriad services we offer. Customers can use these tools—and the tools of our APN Partners—to automate security.

9.5 Penetration Testing

AWS customers are responsible for all scanning, penetration testing, file integrity monitoring, and intrusion detection for their Amazon EC2 instances, Amazon RDS databases, and various other applications. (Refer to the Penetration Testing page for terms of service regarding penetration testing.) Penetration tests should include customer IP addresses and not AWS endpoints. AWS endpoints are tested as part of AWS compliance vulnerability scans.

9.6 Data Breaches

AWS and customers/APN Partners share responsibility for responding to data breaches, and AWS customers and APN Partners retain the responsibility to monitor

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their own environment for privacy breaches. The AWS SOC reports provide an overview of the controls that are in place to monitor the AWS managed environment, and we recommend that you consider implementing the following best practices to protect against and detect security breaches:

- Use encryption to secure your data.
- Configure your AWS Cloud services to keep your data secure. AWS provides information on how to secure your resources in our security documentation.
- Implement least privilege permissions for access to your resources and data.
- Use monitoring tools like Amazon CloudWatch to track when your data is accessed and by whom.
- Review AWS Best Practices for Security, Identity, and Compliance page for additional information on how to protect against and detect security breaches.

APN Partners/customers are responsible for reporting incidents involving customer storage, virtual machines, and applications (for more information, refer to our Vulnerability Reporting page). AWS maintains the AWS Security Bulletins webpage to notify customers of security and privacy events affecting AWS Cloud services. Customers can subscribe to the Security Bulletin RSS Feed to keep abreast of security announcements on the Security Bulletin webpage. The customer support team maintains a Service Health Dashboard webpage to alert customers to any broadly impacting availability issues.

9.7 Security for New AWS Software

AWS Cloud services in production are managed in a manner that preserves their confidentiality, integrity, and availability. AWS has implemented secure software development procedures that are followed to ensure appropriate security controls are incorporated into the application design. As part of the application design process, new applications must participate in an AWS Security review, including registering the application, initiating the application risk classification, participating in the architecture review and threat modeling, performing code review, and performing a penetration test.

10.0 AWS Training and Certification

AWS Training & Certification offers the cloud skills enablement resources that government entities need to modernize their agencies, create a culture of innovation, and attract, develop, and retain cloud talent. We help your staff build cloud computing capabilities and the confidence to solve complex challenges, better serve your constituents, and achieve your mission.

Our approach to workforce development embraces three building blocks that constitute this learning continuum: Learn, Explore, and Apply. Each phase can be customized to optimize the learning path for your organization's growth. We illustrate each of these phases in **Figure 7** below.

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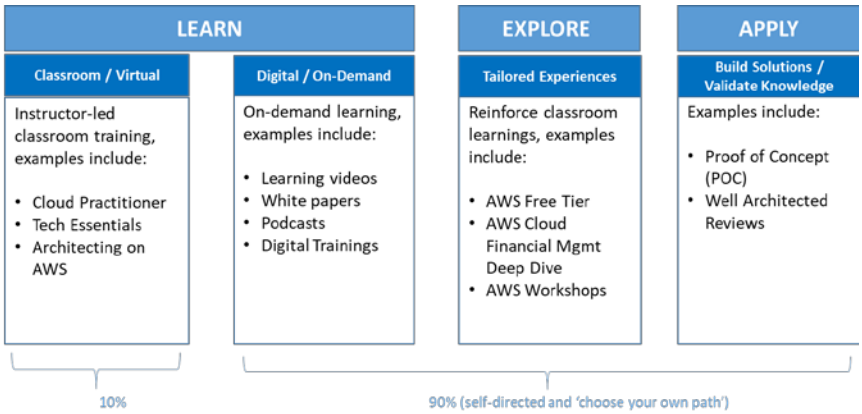

Figure 7 – Phases of Learning Continuum

AWS Training and Certification offers a no-cost self-assessment survey known as the Learning Needs Analysis (LNA), used to identify AWS skill gaps and recommends organizational and individual training plans to address these gaps. The result is faster AWS skills acquisition and optimization of training investments.

The LNA maximizes resources by ensuring investments in training are applied to the most relevant areas. The LNA is a two-step process:

1. **Complete the self-assessment survey**. Individuals in the organization complete a self-assessment, which measures cloud knowledge and skill across multiple functional areas. The survey takes approximately 10 minutes to complete.

2. **Review skills gaps and training plans.** AWS identifies skill gaps and generates training plans based on survey results.

Once you complete the LNA, AWS Training Experts, Specialists, and Solution Architects can customize training, workshops, and deep dives specialized for your industry. We then support delivery of our customized offerings both digitally and onsite. **Figure 8** below illustrates features of AWS Training and Certification delivery.

	Features	Recommended For
Onsite Private Training	Private training with an AWS instructor for your employees	Organizations looking to train a team in a single convenient location
	AWS instructor travels directly to you	
	Typically scheduled 6 to 8 weeks in advance	
	Class size: approx. 10 to 20 people	
Virtual Private Training	Private training with an AWS instructor for your employees	Organizations looking to train a team spread out in several locations
	AWS instructor delivers training remotely to a group in any location	
	Typically scheduled 6 to 8 weeks in advance	
	Class size: approx. 10 to 20 people	

Figure 8 – Features of AWS Training and Certification Delivery

Benefits of AWS Training and Certification include:

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- **Achieve your cloud adoption goals sooner**: Comprehensively trained organizations are faster to adopt cloud, compared to customers who did not have a comprehensive training program. This helps you bring your projects forward, getting to market faster, driving revenue faster, and helping you capitalize on AWS cost-savings faster.

- **Performance and operations**: International Data Corporation (IDC) published a whitepaper titled, Train to Accelerate Your Cloud Strategy, which asserted that comprehensively trained organizations were **4.4x[1] more likely** to overcome operational and performance concerns. This will help you get your team on board with your cloud initiatives. This means less time spent on stakeholder alignment, and more time on innovation and business growth.

- **Improve employee productivity**: IDC's whitepaper also found that decisions makers within comprehensively trained organizations are **4.7x[1] more likely** to agree cloud can improve IT staff productivity. Training can help your team be more productive using the cloud.

10.1.1 Digital and Classroom Training

We offer free AWS Digital Training, in-depth AWS Classroom Training, and private onsite training so you can learn when and where it's convenient for you:

- Free Digital Training – Over 500 on-demand digital courses that help you learn new cloud skills and services when and where it's convenient for you, at no cost.
- Classroom Training – Live classes delivered virtually or in person by accredited AWS instructors who teach you in-demand cloud skills and best practices using a mix of presentations, discussion, and hands-on labs.
- Private Onsite Training –In-person (or virtual) classes with accredited AWS instructors who teach in-depth AWS Cloud skills in a private environment that brings the classroom to you and allows hands-on learning.

10.1.2 AWS Certification

AWS Certification validates cloud expertise to help professionals highlight in-demand skills and organizations build effective, innovative teams for cloud initiatives using AWS. You can choose from diverse certification exams by role and specialty designed to empower you and your team to meet your unique goals.

11.0 Achieving Compliance on AWS

A properly-secured environment results in a compliant environment. AWS has many compliance-enabling features that you can use for your regulated workloads in the AWS Cloud. By using AWS, you get the benefit of the many security controls that we operate,

[1] Source: IDC White Paper, sponsored by AWS, *Train to Accelerate Your Cloud Strategy, October 2017*

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thus reducing the number of security controls that you need to maintain. Your own compliance and certification programs are strengthened, while at the same time lowering your cost to maintain and run your specific security assurance requirements.

Compliance is a shared responsibility between you and AWS. We demonstrate our compliance posture to help you verify compliance with industry and government requirements. We engage with external certifying bodies and independent auditors to provide you with detailed information regarding the policies, processes, and controls we establish and operate. You can use this information to perform your control evaluation and verification procedures as required under the applicable compliance standard. You can also incorporate the information that we provide about our risk and compliance program into your own compliance framework. We use thousands of security controls to monitor that we maintain compliance with global standards and best practices.

We categorize the AWS assurance programs into three groups:

- Certifications/Attestations
- Laws/Regulations/Privacy
- Alignments/Frameworks

Table 2 provides an overview of these categories, and the following subsections provide additional detail on the programs that our APN Partners most frequently ask about for the US state, local, and education market.

Table 2 – Summary of AWS Assurance Programs

Certifications/Attestations	Laws/Regulations/Privacy	Alignments/Frameworks
C5	CLOUD Act	CJIS
CMMC	HIPAA	CSA
Cyber Essentials Plus	IRS 1075	EU-US Privacy Shield
DoD SRG	ITAR	FISC
ENS High	SEC Rule 17a-4(f)	FISMA
FedRAMP	VPAT/Section 508	G-Cloud
FINMA		GxP (FDA CFR 21 Part 11)
FIPS		HITRUST
GSMA		MPAA
HDS		NIST
IRAP		Uptime Institute Tiers
ISMAP		
ISO 9001		
ISO 27001		
ISO 27017		
ISO 27018		
K-ISMS		
MTCS Tier 3		
OSPAR		
PCI DSS Level 1		
SEC Rule 17-a-4(f)		
SOC 1		
SOC 2		
SOC 3		

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TISAX		

11.1 Certifications/Attestations

Certifications and attestations are performed by a third-party independent auditor. Our certifications, audit reports, and attestations of compliance are based on the results of the auditor's work. Below are the most frequently requested certifications in the US state, local, and education market. The full list of certifications and attestations can be found at https://aws.amazon.com/compliance/.

11.1.1 Federal Risk and Authorization Management Program (FedRAMP)

FedRAMP is a US government-wide program that delivers a standard approach to the security assessment, authorization, and continuous monitoring for cloud products and services. The governing bodies of FedRAMP include the Office of Management and Budget (OMB), US General Services Administration (GSA), US Department of Homeland Security (DHS), US Department of Defense (DoD), National Institutes of Standards & Technology (NIST), and the Federal Chief Information Officers (CIO) Council.

Cloud services providers (CSPs) like AWS who want to offer their products and services to the US government must demonstrate FedRAMP compliance. FedRAMP uses the NIST Special Publication 800 series and requires CSPs to receive an independent security assessment conducted by a third-party assessment organization (3PAO) to ensure that authorizations are compliant with the Federal Information Security Management Act (FISMA).

There are two paths for CSPs to be FedRAMP compliant:

- **Joint Authorization Board (JAB) Authorization** – To receive FedRAMP JAB Provisional Authority to Operate (P-ATO), a CSP is reviewed by the FedRAMP Program Management Office (PMO), is assessed by a FedRAMP-accredited 3PAO, and receives a P-ATO from the JAB. The JAB is made up of the CIOs from DoD, DHS, and GSA.
- **Agency Authorization** – To receive FedRAMP Agency Authority to Operate (ATO), a CSP is reviewed by a customer Agency CIO or Delegated Authorizing Official(s) to achieve a FedRAMP-compliant ATO that is verified by the FedRAMP PMO.

AWS and FedRAMP

AWS offers the following FedRAMP compliant systems that have been granted authorizations:

- **AWS GovCloud (US)**, which has been granted a JAB P-ATO and multiple ATOs for high impact level. The services in scope of the AWS GovCloud (US) JAB P-ATO boundary at high baseline security categorization can be found within the AWS Services in Scope by Compliance Program.

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- **AWS US East-West**, which has been granted a JAB P-ATO and multiple ATOs for moderate impact level. The services in scope of the AWS US East-West JAB P-ATO boundary at moderate baseline security categorization can be found within the AWS Services in Scope by Compliance Program.

FedRAMP for APN Partners

APN Partners and prospective customers can request access to the AWS APN Partner FedRAMP Security Package using AWS Artifact. Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.

11.1.2 Federal Information Processing Standard (FIPS)

The FIPS Publication 140-2 is a US government standard that specifies the security requirements for cryptographic modules that protect sensitive information.

AWS and FIPS

AWS works with customers to provide the information they need to manage compliance when using the AWS US East-West or AWS GovCloud (US) Regions. For more information about the standard, see Cryptographic Module Validation Program on the NIST Computer Security Resource Center website.

FIPS for APN Partners

The Amazon VPC VPN endpoints in the AWS GovCloud (US) Regions operate using FIPS 140-2 validated cryptographic modules. If you require use of FIPS 140-2 validated cryptographic modules when accessing AWS US East/West or AWS GovCloud (US) through use of the CLI or programmatically by using the APIs, the list of available FIPS endpoints by AWS Region can be found on our FIPS Publication 140-2 page.

11.1.3 International Organization for Standardization (ISO) 9001:2015

ISO 9001:2015 outlines a process-oriented approach to documenting and reviewing the structure, responsibilities, and procedures required to achieve effective quality management within an organization. The key to the ongoing certification under this standard is establishing, maintaining, and improving the organizational structure, responsibilities, procedures, processes, and resources in a manner in which AWS products and services consistently satisfy ISO 9001:2015 quality requirements.

AWS and ISO 9001:2015

AWS has undergone a systematic, independent examination of our quality system to determine whether the activities and activity outputs comply with ISO 9001:2015 requirements. A certifying agent found our quality management system to comply with the requirements of ISO 9001:2015 for the activities described in the scope of registration. You can download AWS's ISO 9001:2015 certification from our website.

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ISO 9001:2015 for APN Partners

The certification covers the quality management system over a specified scope of AWS Cloud services and Regions of operations. If you are pursuing ISO 9001:2015 certification while operating all or part of your IT systems on the AWS Cloud, you are not automatically certified by association. However, using an ISO 9001:2015 certified provider like AWS can make your certification process easier.

11.1.4 ISO/IEC 27001:2013

ISO/IEC 27001:2013 is a security management standard that specifies security management best practices and comprehensive security controls following the ISO/IEC 27002 best practice guidance. The basis of this certification is the development and implementation of a rigorous security program, which includes the development and implementation of an Information Security Management System (ISMS) which defines how AWS perpetually manages security in a holistic, comprehensive manner. This widely-recognized international security standard specifies that AWS do the following:

- Systematically evaluate our information security risks, taking into account the impact of threats and vulnerabilities.
- Design and implement a comprehensive suite of information security controls and other forms of risk management to address customer and architecture security risks.
- Have an overarching management process to ensure that the information security controls meet our needs on an ongoing basis.

AWS and ISO/IEC 27001:2013

AWS has certification for compliance with ISO/IEC 27001:2013, 27017:2015, and 27018:2014. These certifications are performed by independent third-party auditors. AWS's ISO/IEC 27001:2013 certification can be downloaded from our website.

ISO/IEC 27001:2013 for APN Partners

The ISO/IEC 27001:2013 certification for AWS covers the AWS security management process over a specified scope of services and data centers. If you are pursuing ISO/IEC certifications while operating part or all of your IT on the AWS Cloud, you are not automatically certified by association. However, using an ISO/IEC 27001:2013 certified provider like AWS can make your certification process easier.

11.1.5 ISO/IEC 27017:2015

ISO/IEC 27017:2015 provides guidance on the information security aspects of cloud computing, recommending the implementation of cloud-specific information security controls that supplement the guidance of the ISO/IEC 27002 and ISO/IEC 27001 standards. This code of practice provides additional information security controls implementation guidance specific to CSPs like AWS.

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AWS and ISO/IEC 27017:2015

AWS's attestation to the ISO/IEC 27017:2015 guidance not only demonstrates our ongoing commitment to align with globally-recognized best practices, but also verifies that AWS has a system of highly precise controls in place that are specific to cloud services. AWS's ISO/IEC 27017:2015 certification can be downloaded from our website.

ISO/IEC 27017:2015 for APN Partners

AWS's ISO/IEC 27017:2015 certification covers the security management process and cloud provider specific controls. If you are pursuing ISO/IEC certifications while operating part or all of your IT environment on the AWS Cloud, you are not automatically certified by association. However, using an ISO/IEC 27017:2015 certified provider like AWS can make your certification process easier. The AWS ISO/IEC 27017:2015 assessment provides evidence that our security controls are aligned with the 27017:2015 guidance specific to CSPs.

11.1.6 ISO/IEC 27018:2019

ISO/IEC 27018:2019 is a code of practice that focuses on protection of personal data in the cloud. It is based on ISO/IEC information security standard 27002 and provides implementation guidance on ISO/IEC 27002 controls applicable to public cloud personally identifiable information (PII). It also provides a set of additional controls and associated guidance intended to address public cloud PII protection requirements not addressed by the existing ISO/IEC 27002 control set.

AWS and ISO/IEC 27018:2019

AWS maintains the high bar of data protection and privacy controls outlined in ISO/IEC 27018:2014 for all customer content, regardless of whether or not any particular data is PII. AWS's ISO/IEC 27018:2019 certification can be downloaded from our website.

ISO/IEC 27018:2019 for APN Partners

Alignment demonstrates to customers that AWS has a system of controls in place that specifically address the privacy protection of their content. AWS's alignment with and independent third-party assessment of this internationally recognized code of practice demonstrates AWS's commitment to the privacy and protection of customers' content.

11.1.7 Payment Card Industry Data Security Standard (PCI DSS)

PCI DSS Level 1 is a proprietary information security standard administered by the PCI Security Standards Council, which was founded by American Express, Discover Financial Services, JCB International, MasterCard Worldwide, and Visa Inc.

PCI DSS applies to all entities that store, process, or transmit cardholder data (CHD) or sensitive authentication data (SAD), including merchants, processors, acquirers,

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issuers, and service providers. PCI DSS is mandated by the card brands and administered by the PCI Security Standards Council.

AWS and PCI DSS

AWS is certified as a PCI DSS 3.2 Level 1 Service Provider, the highest level of assessment available. The compliance assessment was conducted by Coalfire Systems Inc., an independent Qualified Security Assessor (QSA). The PCI DSS Attestation of Compliance (AOC) and Responsibility Summary is available to AWS customers by using AWS Artifact. Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.

PCI DSS for APN Partners

As a customer who uses AWS products and services to store, process, or transmit cardholder data, you can rely on AWS technology infrastructure as you manage your own PCI DSS compliance certification.

AWS does not directly store, transmit, or process any customer CHD. However, you may create your own cardholder data environment (CDE) that can store, transmit, or process cardholder data using AWS products.

Customers must manage their own PCI DSS compliance certification, and additional testing will be required to verify that your environment satisfies all PCS DSS requirements. However, for the portion of the PCI CDE that is deployed in AWS, your QSA can rely on AWS AOC without further testing.

11.1.8 System and Organization Control (SOC) Reports

AWS SOC Reports are independent third-party examination reports that demonstrate how AWS achieves key compliance controls and objectives. The purpose of these reports is to help you and your auditors understand the AWS controls established to support operations and compliance. **Table 3** describes the four AWS SOC Reports.

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Table 3 – AWS SOC Reports

Report	What is the report?	What's the Primary Report Purpose?	Who is the Primary Report Audience?
SOC 1	A description of the AWS control environment and external audit of AWS defined controls and objectives.	To provide information to customers about AWS's control environment that may be relevant to their internal controls over financial reporting. To provide information to customers and their auditors for their assessment and opinion of the effectiveness of internal controls over financial reporting (ICOFR).	Customer management and their auditors. AWS's SOC 1 report is available through AWS Artifact. Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.
SOC 2: Security, Availability and Confidentiality	A description of the AWS controls environment and external audit of AWS controls that meet the AICPA Trust Services Security, Availability, and Confidentiality Principles and Criteria.	To provide customers and users with a business need with an independent assessment of AWS's control environment relevant to system security, availability, and confidentiality.	Users with business need. AWS's SOC 2 report is available through AWS Artifact. Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.
AWS SOC 2 Privacy Type I Report	A description of the AWS controls environment and external audit of AWS controls that meet the AICPA Trust Services Privacy Principles and Criteria.	To provide customers with an independent assessment of AWS's systems and the suitability of the design of AWS's privacy controls. The SOC 2 Privacy Trust Principle, developed by the AICPA, establishes criteria for evaluating controls related to how personal information is collected, used, retained, disclosed, and disposed to meet the entity's objectives.	Users with business need to understand the AWS controls relevant to privacy. AWS's SOC 2 report is available through AWS Artifact. Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.
SOC 3: Security, Availability and Confidentiality	A public facing report demonstrating AWS has met the AICPA Trust Services Security, Availability, and Confidentiality Principles and Criteria.	To provide customers and users with a business need with an independent assessment of AWS's control environment relevant to system security, availability, and confidentiality without disclosing AWS internal information.	Publicly available on our website.

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11.2 Laws/Regulations/Privacy

AWS customers remain responsible for complying with applicable compliance laws and regulations. In some cases, AWS offers functionality (such as security features), enablers, and legal agreements (such as the AWS Data Processing Agreement and Business Associate Addendum) to support customer compliance. No formal certification is available to (or distributable by) a CSP like AWS within these law and regulatory domains. The following subsections provide details on the laws, regulations, and privacy considerations that APN Partners ask about most in regards to the US state, local, and education market.

11.2.1 Family Educational Rights and Privacy Act (FERPA)

The FERPA of 1974 was enacted to support and promote the protection of privacy and reasonable governance of student education records. FERPA provides parents of students and eligible students with the following:

- The right to inspect and review their education records
- Governance over disclosure of their education records
- A mechanism to amend incorrect education records

FERPA requires states to use reasonable methods to ensure the security of their IT solutions. This may be achieved by hosting education records on cloud computing solutions. The law, in general, requires covered institutions and agencies to reasonably safeguard student education records from improper use or disclosure. Securing student record information, including students' PII, is essential for educational institutions and vendors that provide services which fall under the purview of FERPA.

AWS and FERPA

AWS implements physical and logical controls for internal services and provides robust offerings externally for customers to leverage in order to comply with FERPA. These controls are discussed in detail in our FERPA Compliance on AWS whitepaper.

FERPA for APN Partners

Because FERPA was authored in 1974, it lacks clear guidance on modern technology use, which means that educational institutions are often left to create their own solutions. As part of this solution, customers are encouraged to take steps such as creating device compliance policies, threat protection plans, and data loss prevention plans that suit their organization to protect sensitive information. In addition, customers are encouraged to use encryption and access controls. Access controls also provide auditing and logging capabilities to customers in order to validate privacy and data protection policies that customers have in place. AWS offers a comprehensive set of features and services to make encryption of PII easy to manage and simpler to audit, including AWS KMS. Customers with FERPA compliance requirements have a great deal of flexibility in how they meet encryption requirements for PII.

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11.2.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)/ Health Information Technology for Economic and Clinical Health (HITECH)

HIPAA legislation is designed to make it easier for US workers to retain health insurance coverage when they change or lose their jobs. This legislation also seeks to encourage electronic health records to improve the efficiency and quality of the US healthcare system through improved information sharing. Along with increasing the use of electronic medical records, HIPAA includes provisions to protect the security and privacy of protected health information (PHI).

HITECH expanded the HIPAA rules in 2009. HIPAA and HITECH together establish a set of federal standards that are intended to protect the security and privacy of PHI.

11.2.2.1 AWS and HIPAA

There is no HIPAA certification for a CSP such as AWS. In order to meet the HIPAA requirements applicable to our operating model, AWS aligns our HIPAA risk management program with FedRAMP and NIST 800-53, which are higher security standards that map to the HIPAA Security Rule. NIST supports this alignment and has issued SP 800-66: An Introductory Resource Guide for Implementing the HIPAA Security Rule, which documents how NIST 800-53 aligns to the HIPAA Security Rule.

Under the HIPAA regulations, AWS is considered a business associate. The BAA is an AWS contract that is required under HIPAA rules to ensure that AWS appropriately safeguards PHI. The BAA also serves to clarify and limit, as appropriate, the permissible uses and disclosures of PHI by AWS, based on the relationship between AWS and our customers, and the activities or services being performed by AWS.

AWS has a standard BAA we present to customers for signature. It takes into account the unique services AWS provides and accommodates the AWS Shared Responsibility Model. To review, accept, and manage the status of the BAA for your account, sign in to AWS Artifact. Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.

11.2.2.2 HIPAA for APN Partners

AWS enables covered entities and their business associates subject to HIPAA to use the secure AWS environment to process, maintain, and store protected health information.

For detailed information about how you can use AWS for the processing and storage of health information, see the whitepaper Architecting for HIPAA Security and Compliance on Amazon Web Services.

The following resources are available for more information:

- HIPAA Compliance webpage

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- SlideShare presentation "Security and Privacy, Using AWS to Meet Requirements for HIPAA, CJIS, and FERPA"

11.2.3 Internal Revenue Service Publication 1075 (IRS Pub 1075)

IRS Pub 1075 provides guidance for US government agencies and their agents to protect Federal Tax Information (FTI).

While the IRS does not publish an official designation or certification for compliance with IRS Pub 1075, AWS supports organizations to protect FTI managed on the AWS Cloud by aligning our implementations of NIST 800-53 and FedRAMP security controls with the respective IRS Pub 1075 security requirements. AWS has worked closely with the IRS to ensure that the AWS GovCloud (US) and AWS US East/West Regions meet Pub 1075 requirements for storing and processing FTI. Refer to section 11.1.1 for information on AWS and FedRAMP security controls.

11.2.4 Voluntary Product Accessibility Template (VPAT)/Section 508

In 1998, the US Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology accessible to people with disabilities. Inaccessible technology interferes with an individual's ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in IT, make available new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals.

The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. § 794 (d)), agencies must give disabled employees and members of the public access to information that is comparable to the access available to others. Because Section 508 is a federal and state requirement, any and all of AWS government customers will have Section 508 compliance needs.

11.2.4.1 AWS and VPAT/Section 508

AWS is committed to complying with all relevant government standards and compliance controls. This commitment is reflected in the importance we place on understanding, implementing, and maintaining ongoing compliance with these standards for all individuals who access and consume our services.

11.2.4.2 VPAT/Section 508 for APN Partners

AWS provides API-based cloud computing services with multiple interfaces to those services, including SDKs, IDE Toolkits, and Command Line Tools for developing and managing AWS resources. AWS provides two graphical user interfaces, the AWS Management Console and the AWS ElasticWolf Client Console. The AWS ElasticWolf Client Console has incorporated Section 508 requirements, and AWS has prepared a VPAT that outlines the AWS ElasticWolf Client Console's accessibility features. The VPAT is available to customers using AWS Artifact. Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of

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that NDA. APN Partners can use these tools to help build a solution compliant with Section 508.

11.3 Alignments/Frameworks

Compliance alignments and frameworks include published security or compliance requirements for a specific purpose, such as a specific industry or function. AWS provides functionality (such as security features) and enablers (including compliance playbooks, mapping documents, and whitepapers) for these types of programs.

Requirements under specific alignments and frameworks may not be subject to certification or attestation; however, some alignments and frameworks are covered by other compliance programs. The following subsections provide details on the alignments and frameworks that APN Partners ask about most frequently for the US state, local, and education market.

11.3.1 Criminal Justice Information Services (CJIS)

Criminal Justice Information (CJI) refers to the data necessary for law enforcement agencies to perform their mission and enforce the laws, such as biometric, identity history, person, organization, property, and case/incident history data. CJI also refers to data necessary for civil agencies to perform their mission, including data used to make hiring decisions.

The CJIS Security Policy reflects the shared responsibility between Federal Bureau of Investigation (FBI) CJIS, CJIS Systems Agency, and the State Identification Bureaus (SIB) of the lawful use and appropriate protection of CJI. The CJIS Security Policy provides a baseline of security requirements for current and planned services and establishes a minimum standard for new initiatives.

11.3.1.1 AWS and CJIS

By using solutions built on AWS, agencies can manage and secure their applications, data, and other CJIS resources in the AWS GovCloud (US). AWS GovCloud (US) Regions consist of US data centers hosting services authorized to FedRAMP High, managed by US citizens, and offering the FIPS validated endpoints necessary to build CJIS-compliant solutions.

Technological advancements have removed the need to engage in the traditional method of relying on physical security and background checks as a way to qualify an individual's "access" to unencrypted CJI. While the traditional approach can help achieve minimum compliance under the CJIS Security Policy, it doesn't compare to the security that can be achieved using strong encryption practices and the deployment of "least privilege" principles to restrict CJI access to those with a need-to-know, right-to-know, and your explicit authorization.

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11.3.1.2 CJIS for APN Partners

Properly securing CJI and maintaining compliance with the CJIS Security Policy requires a number of security controls aimed at ensuring only authorized individuals have access to the CJI.

One critical control is the use of **independently tested and validated encryption** to protect sensitive information both in-transit and at-rest, regardless of physical location. AWS empowers customers and partners to encrypt their criminal justice data in AWS GovCloud (US) employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest. AWS GovCloud (US) also offers AWS Key Management Service (AWS KMS) using FIPS 140-2 validated hardware security modules, allowing you to create, own, and manage your own customer master keys for all encryption. These customer master keys never leave the AWS KMS FIPS validated hardware security modules unencrypted and are never known to AWS personnel.

Another critical control involves **limiting access** to individuals that hold or manage encryption keys, allowing agencies to define and limit the universe of users with logical access to CJI. The principal of least privilege is one of the most fundamental underpinnings of the CJIS Security Policy based on a "need-to-know, right-to-know" standard. AWS GovCloud (US) you can enforce least privilege by securely encrypting your CJI and limiting all access to the CJI to only those with access to the encryption keys. By using AWS GovCloud (US), you are provided AWS Cloud services, tools, and security assurance to enable your customers to retain complete control and ownership over their own criminal justice data.

See our webpage, Using AWS for Criminal Justice Information Solutions, for additional information.

11.3.2 Cloud Security Alliance (CSA)

CSA is a not-for-profit organization with a mission to "promote the use of best practices for providing security assurance within Cloud Computing, and to provide education on the uses of Cloud Computing to help secure all other forms of computing."

11.3.2.1 AWS and CSA

AWS participates in the voluntary CSA Security, Trust & Assurance Registry (STAR) Self-Assessment to document our compliance with CSA-published best practices. We publish our completed CSA Consensus Assessments Initiative Questionnaire (CAIQ) on the AWS website.

11.3.2.2 CSA for APN Partners

The CSA CAIQ provides a set of questions that the CSA anticipates a cloud consumer and/or cloud auditor would ask of a CSP like AWS. It provides a series of security, control, and process questions that can then be used for a wide range of uses, including cloud provider security evaluation.

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11.3.3 Federal Information Security Management Act (FISMA)

AWS enables US government agencies to achieve and sustain compliance with FISMA. The AWS infrastructure has been evaluated by independent assessors for a variety of government systems as part of their system owners' approval process. Numerous Federal Civilian and DoD organizations have successfully achieved security authorizations for systems hosted on AWS in accordance with the Risk Management Framework (RMF) process defined in NIST 800-37 and DoD Information Assurance Certification and Accreditation Process (DIACAP). AWS's secure infrastructure has helped federal agencies expand cloud computing use cases and deploy sensitive government data and applications in the cloud while complying with the rigorous security requirements of federal standards.

11.3.4 National Institute of Standards and Technology (NIST) 800-53

NIST 800-53 security controls are generally applicable to US Federal Information Systems. Federal Information Systems typically must go through a formal assessment and authorization process to ensure sufficient protection of confidentiality, integrity, and availability of information and information systems.

The NIST Cybersecurity Framework (CSF) is supported by governments and industries worldwide as a recommended baseline for use by any organization, regardless of its sector or size. According to Gartner, in 2015 the CSF was used by approximately 30 percent of US organizations, and usage is projected to reach 50 percent by 2020. Since Fiscal Year 2016, federal agency FISMA metrics have been organized around the CSF, and agencies are now required to implement the CSF under the Cybersecurity Executive Order.

11.3.4.1 AWS and NIST 800-53

AWS Cloud infrastructure and services have been validated by third-party testing performed against the NIST 800-53 Revision 4 controls and additional FedRAMP requirements. AWS has received FedRAMP ATOs from multiple authorizing agencies for both AWS GovCloud (US) and the AWS US East/West Regions. For more information, see the AWS FedRAMP compliance webpage, or the following FedRAMP Marketplace webpages:

- AWS East/West Region complete list of authorizing agencies
- AWS GovCloud (US) complete list of authorizing agencies
- AWS GovCloud JAB P-ATO at the high baseline

11.3.4.2 NIST 800-53 for APN Partners

Under NDA, AWS provides an AWS FedRAMP SSP template based upon NIST 800-53 Rev. 4, which is prepopulated with the applicable NIST 800-5 Rev. 4 Low/Moderate/High control baseline. Control responsibility is as follows:

- **Shared Responsibility** – You will provide security and configurations of your software components, and AWS will provide security for its infrastructure.

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- **Customer-Only Responsibility** – You are fully responsible for guest operating systems, deployed applications, and select networking resources (for example, firewalls). More specifically, you are solely responsible for configuring and managing your security *in* the cloud.
- **AWS-Only Responsibility** – AWS manages the cloud infrastructure, including the network, data storage, system resources, data centers, physical security, reliability, and supporting hardware and software. Applications built on top of the AWS system inherit the features and configurable options that AWS provides. AWS is solely responsible for configuring and managing security *of* the cloud.

For security authorization purposes, compliance with the FedRAMP requirements (based on NIST 800-53 rev 4 Low/Moderate/High control baseline) is contingent upon AWS fully implementing AWS-only and shared controls and you implementing customer-only and shared controls. A FedRAMP-accredited 3PAO has assessed and authorized AWS implementation of our control responsibility. The portion of shared controls that you are responsible for and the controls related to applications you implement on top of the AWS infrastructure must be separately assessed and authorized by you in agreement with NIST 800-37 and your specific security authorization policies and procedures.

AWS FedRAMP-compliant systems have been granted authorizations, have addressed the FedRAMP security controls (NIST 800-53), use the required FedRAMP templates for the security packages posted in the secure FedRAMP Repository, have been assessed by an accredited independent 3PAO, and maintain the continuous monitoring requirements of FedRAMP.

You can use the NIST CSF whitepaper to assess your AWS environment against the NIST CSF and improve the security measures you implement and operate. The whitepaper also provides a third-party auditor letter attesting to the AWS Cloud services' conformance to NIST CSF risk management practices.

11.3.5 Uptime Institute Tiers

The Uptime Institute created the standard Tier Classification System to evaluate various data center facilities in terms of potential site infrastructure performance, or uptime. Uptime Institute has not authorized other organizations to certify data centers under its Tier Classification System. Uptime Institute does not design, build, or operate data centers.

11.3.5.1 AWS and Uptime Institute Tiers

AWS operates our data centers in alignment with the Tier III+ guidelines, but we have chosen not to have a certified Uptime Institute-based tiering level so that we have more flexibility to expand and improve performance. AWS's approach to infrastructure performance acknowledges Uptime Institute's tiering guidelines and applies them to our global data center infrastructure design to ensure the highest level of performance and availability for our customers. AWS then improves on the guidelines provided by the Uptime Institute to scale for global operations and produce an operating outcome for

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availability and performance that far exceeds that which would be achieved through the Uptime Institute tiering guidelines alone. Although we do not claim alignment with Tier IV, we can ensure that our systems have a fault tolerant sequence of operations with self-correcting mitigations in place.

AWS has identified critical system components required to maintain the availability of the system and recover service in the event of outage. Critical system components are backed up across multiple, isolated locations known as Availability Zones. Each Availability Zone runs on its own physically distinct, independent infrastructure, and is engineered to be highly reliable. Availability Zones are connected to each other with fast, private fiber-optic networking, enabling you to easily architect applications that automatically fail-over between Availability Zones without interruption.

11.3.5.2 Uptime Institute Tiers for APN Partners

AWS customers can build highly resilient systems in the cloud by employing multiple instances in multiple Availability Zones plus data replication to achieve extremely high recovery time and recovery point objectives, as well as service availability of 99.999% and more. Service availability is therefore a function of the design; customers who care about the availability and performance of their applications want to deploy these applications across multiple Availability Zones in the same region for fault tolerance and low latency. Some AWS Cloud services, such as Amazon S3, are built to leverage all Availability Zones within the region and have a durability objective of 99.999999999%.

12.0 Managing your AWS Resources

With the AWS Cloud, customers can easily provision, manage, and monitor all of their IT resources through a “single pane of glass” with the tool that best fits their unique needs. This helps you know what is going on in your cloud environment, such as instance health, logs of user actions, and ways you can save money. AWS Cloud services are driven by robust APIs that allow for a wide variety of monitoring, management and developer tools to integrate easily with AWS Cloud resources. Common tools from vendors such as Microsoft, VMware, BMC Software, Okta, RightScale, Eucalyptus, CA, Xceedium, Symantec, Racemi, and Dell are supported on AWS. Below are some AWS-native management options, which can be used alongside familiar management tools available on AWS Marketplace.

12.1 AWS Management Console

The AWS Management Console is a single destination for managing all AWS resources. Customers can use the AWS Management Console to perform any number of tasks (e.g., deploying new applications, monitoring the health of applications, accessing monthly spending by service, and managing security credentials). The AWS Management Console supports all AWS Regions and lets customers provision resources across multiple Regions.

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12.2 Command Line Interface (CLI)

The AWS CLI is a unified tool used to manage AWS Cloud services. With just one tool to download and configure, customers can control multiple AWS resources from the command line and automate them through scripts. The AWS CLI introduces a new set of simple file commands for efficient file transfers to and from Amazon S3.

12.3 AWS Developer Tools

AWS offerings are provided with a range of supporting components like developer tools, toolkits, and command line tools for developing and managing your AWS applications:

The AWS Developer Tools help you securely store and version control your application's source code and automatically build, test, and deploy your application to AWS or your on-premises environment, including tools for continuous integration and continuous delivery. Our developer tools include the following:

- AWS Cloud9 – Write, run, and debug code in a cloud integrated development environment (IDE)
- AWS CodeBuild – Build and test code
- AWS CodeCommit – Store code in private Git repositories
- AWS CodeDeploy – Automate code deployments
- AWS CodePipeline – Release software using continuous integration and delivery
- AWS CodeStar – Develop, build, and deploy applications on AWS
- Amazon Corretto – Develop and run Java applications on popular operating systems, including Linux, Windows, and macOS
- AWS X-Ray – Analyze and debug production applications

12.4 Management Tools

AWS provides management tools that allows you to programmatically provision, monitor, and automate all the components of your cloud environment. Using these tools, you can maintain consistent controls without restricting development velocity. These services all work together and are integrated with every part of the AWS platform, allowing you to have greater insight into your cloud environment as well as maintain logs necessary for audits. Our management tools include the following:

- AWS Auto Scaling – Easily and safely scale multiple AWS resources
- Amazon CloudWatch – Collect and track metrics, collect and monitor log files, set alarms, and automatically react to changes in your AWS resources
- AWS CloudFormation – Model and provision—in an automated and secure manner—all the resources needed for your applications across all regions and accounts
- AWS CloudTrail – Automatically log, continuously monitor, and retain account activity related to actions across your AWS infrastructure
- AWS Command Line Interface (AWS CLI) – Interact with AWS Cloud services using commands in your command-line shell

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- AWS Config – Inventory all configurations across your resources
- AWS Control Tower – Configure AWS management and security services based on established best practices in a secure, compliant, multi-account environment
- AWS License Manager – Manage licenses in AWS and on-premises servers from software vendors such as Microsoft, SAP, Oracle, and IBM
- AWS Management Console – Access and manage AWS Cloud services through a simple and intuitive web-based user interface
- AWS OpsWorks – Host and scale Chef Automate and Puppet Enterprise servers
- AWS Personal Health Dashboard – View the performance and availability of the AWS Cloud services underlying your AWS resources
- AWS Systems Manager – Centralize operational data from multiple AWS Cloud services and automate tasks across your AWS resources
- AWS Service Catalog – Create, manage, and distribute catalogs of approved products to end users, who can then access the products they need in a personalized portal
- AWS Trusted Advisor – Provision your resources by following best practices
- AWS Well-Architected Tool – Review the state of your workloads and compare them to the latest AWS architectural best practices

AWS also offers several tools for cost management:

- AWS Budgets – Set custom budgets that alert you when your costs or usage exceed (or are forecasted to exceed) your budgeted amount
- AWS Cost and Usage Report – Customize a report that lists AWS usage for each service category used by an account and its IAM users in hourly or daily line items, as well as any tags that you have activated for cost allocation purposes
- AWS Cost Explorer – Visualize, understand, and manage your AWS costs and usage over time

13.0 Back-up and Disaster Recovery (DR)

Customers of all sizes are using AWS to enable faster disaster recovery (DR) of their critical IT systems without incurring the infrastructure expense of a second physical site. AWS is a secure, high-performance, flexible, money-saving, and easy-to-use cloud computing platform. AWS takes care of the undifferentiated heavy lifting required to create, implement, and manage scalable backup and recovery solutions.

There are many advantages to using AWS as part of your data protection strategy:

- **Durability:** Amazon S3, Amazon S3 Glacier, and S3 Glacier Deep Archive are designed for 99.999999999 percent (11 nines) of durability. Both platforms offer reliable backup of data, with object replication across at least three geographically dispersed Availability Zones. Many AWS services use Amazon S3 for storage and export/import operations. For example, Amazon Elastic Block Store (Amazon EBS) uses Amazon S3 for snapshot storage.

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- **Security:** AWS provides a number of options for access control and data encryption while in-transit and at-rest.
- **Global infrastructure:** AWS services are available around the globe, so you can back up and store data in the Region that meets your compliance and workload.
- **Compliance:** AWS infrastructure is certified for compliance with the following standards, so you can easily fit the backup solution into your existing compliance regimen.
    - Service Organization Controls (SOC)
    - Statement on Standards for Attestation Engagements (SSAE) 16
    - International Organization for Standardization (ISO) 27001
    - Payment Card Industry Data Security Standard (PCI DSS)
    - Health Insurance Portability and Accountability Act (HIPPA)
    - SEC1
    - Federal Risk and Authorization Management Program (FedRAMP)
- **Scalability:** With AWS, you don't have to worry about capacity. As your needs change, you can scale your consumption up or down without administrative overhead.
- **Lower total cost of ownership (TCO):** The scale of AWS operations drives down service costs and helps lower the TCO of AWS services. AWS passes these cost savings on to customers through price drops.
- **Pay-as-you-go pricing:** Purchase AWS services as you need them and only for the period that you plan to use them. AWS pricing has no upfront fees, termination penalties, or long-term contracts.

AWS Elastic Disaster Recovery (AWS DRS) continuously replicates your machines (including operating system, system state configuration, databases, applications, and files) into a low-cost staging area in your target AWS account and preferred Region. In the case of a disaster, you can instruct CloudEndure Disaster Recovery to automatically launch thousands of your machines in their fully provisioned state in minutes.

Using these capabilities on our global infrastructure, you can build a DR solution to fit your budget, recovery time objective (RTO), and recovery point objective (RPO) (depicted in **Figure 9**). An organization typically decides on an acceptable RTO and RPO based on the financial impact when systems are unavailable. The organization

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then plans solutions to provide cost-effective system recovery based on the RPO within the timeline and the service level established by the RTO.

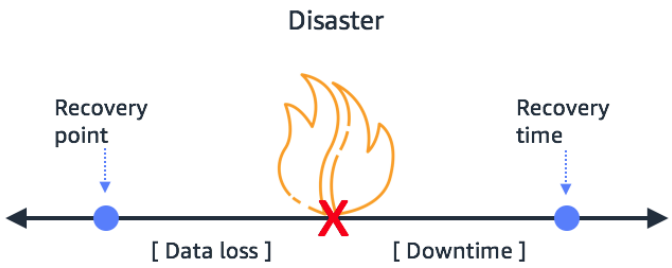

Figure 9 – RPO and RTO

Figure 10 shows a spectrum of scenarios—backup and restore, pilot light, warm standby, and multi-site—arranged by how quickly a system can be available to users after a DR event. Typically, the shorter the recovery, the higher the cost of the solution.

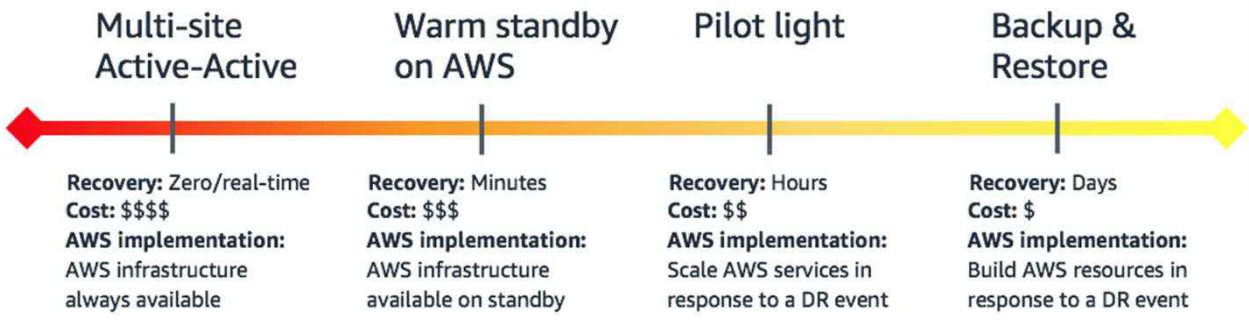

Figure 10 – Spectrum of DR Options

Each DR option is discussed in more detail below.

13.1 Backup and Restore

In most traditional environments, data is backed up to tape and sent offsite regularly. Recovery time will be the longest using this method, and lack of automation leads to increased costs. Amazon S3 is ideal for backup data, as it is designed to provide 99.999999999% durability of objects over a given year. Amazon S3 offers a range of storage classes—including options for one-zone infrequent access and archive—to help you save on costs. Transferring data to and from Amazon S3 is typically done via the network, and it is therefore accessible from any location. For a hybrid architecture, you can use AWS Storage Gateway to automatically back up on-premises data to Amazon S3. To centralize and automate your backup, AWS Backup allows you to configure backup policies and monitor backup activity.

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13.2 Pilot Light for Simple Recovery into AWS Warm Standby Solution

The idea of the pilot light is an analogy that comes from the gas heater. In a gas heater, a small idle flame that's always on can quickly ignite the entire furnace to heat up a house as needed. This scenario is analogous to a backup and restore scenario; however, you must ensure that you have the most critical core elements of your system already configured and running in AWS (the pilot light). The pilot light typically uses a compute service like Amazon EC2 or a database service like Amazon RDS. When the time comes for recovery, you would rapidly provision a full-scale production environment around the critical core.

13.3 Warm Standby Solution in AWS

The term "warm standby" is used to describe a DR scenario in which a scaled-down version of a fully functional environment is always running in the cloud. It further decreases recovery time because, in this case, some services are always running. By identifying business-critical systems, you could fully duplicate these systems on AWS and have them always on. These servers can be running on a minimum-sized fleet of Amazon EC2 instances on the smallest sizes possible. This solution is not scaled to handle a full-production load, but it is fully functional. It can be used for non-production work, such as testing, quality assurance, and internal use. In a disaster, you can scale out the system quickly to handle the production load by adding more instances. You can automate this process using Amazon EC2 Auto Scaling and Elastic Load Balancing.

13.4 Multi-Site Solution Deployed on AWS and Onsite

A multi-site solution runs in AWS as well as on your existing on-premises infrastructure in an active-active configuration. During a disaster situation, you can simply send all traffic to AWS servers, which can scale to handle the full production load. For this approach, you can use a DNS service that supports weighted routing, such as Amazon Route 53, to route production traffic to different sites that deliver the same application or service. A proportion of traffic will go to your infrastructure in AWS, and the remainder will go to your onsite infrastructure. In an onsite disaster situation, you can adjust the DNS weighting and send all traffic to the AWS servers. The capacity of the AWS Cloud service can be rapidly increased to handle the full production load. You can automate this process using Amazon EC2 Auto Scaling and Elastic Load Balancing.

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14.0 Security Questionnaires

Under the Shared Responsibility Model, AWS is responsible for security *of* the cloud: protecting the infrastructure that runs all of the services offered in the AWS Cloud. All other security *in* the cloud is dependent on your management of your account(s) and your solution. AWS personnel cannot fill out Security Questionnaires on behalf of our APN Partners. In addition, as an APN Partner, you maintain full control of your content and responsibility for configuring access to AWS services and resources. We provide an advanced set of access, encryption, and logging features to help you do this effectively (e.g., AWS Identity and Access Management, AWS Organizations and AWS CloudTrail). You choose how your content is secured. In the event that you need assistance to complete a questionnaire to document AWS security and compliance positions, we have the following resources to assist with understanding security on AWS. If you have additional questions about a specific requirement, please reach out and we will try to provide further information.

- Compliance FAQs – This page answers frequently-asked questions about compliance.
- AWS Artifact – AWS Artifact is your go-to, central resource for compliance-related information that matters to you. It provides on-demand access to AWS's security and compliance reports and select online agreements. The AWS SOC 2 report is particularly helpful for completing questionnaires because it provides a comprehensive description of the implementation and operating effectiveness of AWS security controls. Another useful document is the Executive Briefing within the AWS FedRAMP Partner Package. Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.
- CSA Consensus Assessments Initiative Questionnaire – The CSA Consensus Assessments Initiative Questionnaire provides a set of questions the CSA anticipates a cloud consumer and/or auditor would ask of a cloud provider. It provides a series of security, control, and process questions which can then be used for a wide range of uses, including cloud provider selection and security evaluation. This document contains the AWS answers to the CSA questionnaire.
- AWS Risk and Compliance Whitepaper – This document addresses AWS-specific information around general cloud computing compliance questions. There are detailed descriptions of all AWS certifications, programs, reports, and third-party attestations.
- AWS Data Center Controls Web Page – Many questionnaires have an entire section with questions related to data center physical security. This web page provides you with insight into some of our physical and environmental controls.
- Data Privacy – This page details our privacy and data security policies, practices, and technologies we've put in place.
- AWS Security and Compliance Quick Reference Guide – This guide provides an overview of our assurance programs and how to secure your content on the AWS Cloud.

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- AWS Compliance Center – This page offers you a central location to research cloud-related regulatory requirements and how they impact your industry.

15.0 AWS Public Sector Access Policy – Instructions

If this opportunity requires the resale of AWS offerings, you must include the AWS Public Sector Access Policy ("Access Policy") in your response and incorporate the Access Policy in any agreement regarding such resale, per your Reseller Agreement, as amended. The Access Policy sets out rules, conditions, and restrictions regarding use of the AWS cloud services and can be accessed at: https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Public+Sector+Access+Policy.pdf

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16.0 Industry Analyst Reports on AWS Market Position

[Note: "Do not edit content in this section, or use in a public document other than a direct RFx response. And, please include all citations and disclaimers outlined below."]

AWS offers reports from trusted third-party analysts to help organizations understand the benefits and value of the AWS Cloud. The AWS in Analyst Research page provides reports and analysis from firms such as Gartner, IDC, and Forrester covering a variety of product categories and geographies.

Gartner, Inc., a leading information technology research company, recently released its 2021 Magic Quadrant for Cloud Infrastructure and Platform Services[2] [3] report. In Gartner's second evaluation covering both cloud infrastructure and platform services (IaaS & PaaS, or "CIPS"), AWS is evaluated as a Leader placed highest in both axes of measurement, Ability to Execute and Completeness of Vision (see **Figure 11**). This is the eleventh straight year that Gartner has recognized AWS as a Leader in the Magic Quadrant.

[2] Gartner, Magic Quadrant for Cloud Infrastructure & Platform Services, Raj Bala, Bob Gill, Dennis Smith, Kevin Ji, David Wright, 27 July 2021. Gartner and Magic Quadrant are registered trademarks of Gartner, Inc. and/or its affiliates in the U.S. and internationally and is used herein with permission. All rights reserved. Gartner does not endorse any vendor, product or service depicted in its research publications, and does not advise technology users to select only those vendors with the highest ratings. Gartner research publications consist of the opinions of Gartner's research organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

[3] All statements in this report attributable to Gartner represent AWS's interpretation of data, research opinion or viewpoints published as part of a syndicated subscription service by Gartner, Inc., and have not been reviewed by Gartner. Each Gartner publication speaks as of its original publication date (and not as of the date of this proposal). The opinions expressed in Gartner publications are not representations of fact and are subject to change without notice.

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Source: Gartner (July 2021)

Figure 11 – 2021 Gartner Magic Quadrant for Cloud Infrastructure and Platform Services

More analyst reports can be found at AWS in Analyst Research.

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AWS Resources

AWS Overview

- What is Cloud Computing: https://aws.amazon.com/what-is-cloud-computing/
- Types of Cloud Computing: https://aws.amazon.com/types-of-cloud-computing/
- About AWS: https://aws.amazon.com/about-aws/
- AWS Global Infrastructure: https://aws.amazon.com/about-aws/global-infrastructure/

AWS Solutions

- Websites and Web Hosting: https://aws.amazon.com/websites/
- Development and Test: https://aws.amazon.com/dev-test/
- Backup and Restore: https://aws.amazon.com/backup-restore/
- Data Archive: https://aws.amazon.com/archive/
- Disaster Recovery: https://aws.amazon.com/disaster-recovery/
- Big Data: https://aws.amazon.com/big-data/
- High Performance Computing: https://aws.amazon.com/hpc/
- Internet of Things: https://aws.amazon.com/iot/
- Financial Services: https://aws.amazon.com/financial-services/
- Healthcare and Life Sciences https://aws.amazon.com/health/
- Genomics: https://aws.amazon.com/health/genomics/
- Business Applications: https://aws.amazon.com/business-applications/
- DevOps https://aws.amazon.com/devops/

AWS Products and Services

- List of all AWS cloud services: https://aws.amazon.com/products/
- AWS Marketplace: https://aws.amazon.com/marketplace/
- AWS service documentation: http://aws.amazon.com/documentation/

AWS in the Public Sector

- AWS Public Sector Homepage: https://aws.amazon.com/government-education/
- U.S. Federal Government: https://aws.amazon.com/federal/
- State and Local Government: https://aws.amazon.com/stateandlocal/
- Defense and Aerospace: https://aws.amazon.com/government-education/defense/
- Education: https://aws.amazon.com/education/
- Nonprofit Organizations https://aws.amazon.com/government-education/nonprofits/
- AWS GovCloud (US) Region: http://aws.amazon.com/govcloud-us/
- AWS Government Partners: https://aws.amazon.com/partners/government/
- AWS Public Sector Blog: https://aws.amazon.com/blogs/publicsector/

AWS Partner Community

- AWS Partner Network: https://aws.amazon.com/partners/
- AWS Partner Directory: http://www.aws-partner-directory.com/
- AWS Partner Programs: https://aws.amazon.com/partners/programs/

AWS Professional Services

- AWS Professional Services: https://aws.amazon.com/professional-services/
- AWS Cloud Adoption Framework: https://aws.amazon.com/professional-services/CAF/

AWS Pricing

- AWS Pricing Overview: http://aws.amazon.com/pricing/
- Pricing for each service: https://aws.amazon.com/pricing/services/
- AWS Economics Center: https://aws.amazon.com/economics/
- Cloud Financial Management: https://aws.amazon.com/aws-cost-management/
- AWS Simple Monthly Calculator: http://calculator.s3.amazonaws.com/index.html
- AWS TCO Calculator: http://aws.amazon.com/tco-calculator/

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AWS Billing

- AWS Billing and Cost Management: http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/billing-what-is.html
- Consolidated Billing: http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/consolidated-billing.html
- Cost Explorer: http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/cost-explorer-what-is.html
- AWS Budgets and Forecasts: http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/budgets-managing-costs.html

AWS Security and Compliance

- AWS Security Center: http://aws.amazon.com/security/
- AWS Shared Responsibility Model: http://aws.amazon.com/security/sharing-the-security-responsibility/
- AWS Compliance: http://aws.amazon.com/compliance/
- AWS Data Privacy: http://aws.amazon.com/compliance/data-privacy-faq/
- Access Control: http://aws.amazon.com/iam/
- AWS Security Blog: https://blogs.aws.amazon.com/security/

AWS Support

- AWS Support Tiers: https://aws.amazon.com/premiumsupport/
- Support Knowledge Center: https://aws.amazon.com/premiumsupport/knowledge-center/
- AWS Trusted Advisor: https://aws.amazon.com/premiumsupport/trustedadvisor/

AWS Training and Best Practices

- AWS Training and Certification: http://aws.amazon.com/training/
- AWS Architecture Center: http://aws.amazon.com/architecture/
- AWS Quick Starts: https://aws.amazon.com/quickstart/

Industry Analysis

- Analyst Reports: http://aws.amazon.com/resources/analyst-reports/
- Gartner Magic Quadrant for Cloud Infrastructure and Platform Services (July 2021): https://www.gartner.com/doc/reprints?id=1-271OE4VR&ct=210802&st=sb&refid=ar-card&trkcampaign=acq
- IDC Report: Quantifying the Business Value of Amazon Web Services: http://d0.awsstatic.com/analyst-reports/IDC_Business_Value_of_AWS_May_2015.pdf

AWS Case Studies

- AWS Case Studies: https://aws.amazon.com/solutions/case-studies/

Procurement

- AWS Public Sector Contract Center: http://aws.amazon.com/contract-center/
- 10 Considerations for a Cloud Procurement Whitepaper: http://d0.awsstatic.com/whitepapers/10-considerations-for-a-cloud-procurement.pdf
- How to Buy Cloud Computing Services for your Agency (Webinar): https://aws.amazon.com/webinars/buying-cloud-computing-services/

Legal

- AWS Customer Agreement: http://aws.amazon.com/agreement/
- AWS Service Terms: https://aws.amazon.com/service-terms/
- AWS Acceptable Use Policy: http://aws.amazon.com/aup/
- AWS Trademark Guidelines: http://aws.amazon.com/trademark-guidelines/
- AWS Site Terms: http://aws.amazon.com/terms/
- AWS Privacy Notice: https://aws.amazon.com/privacy/
- AWS Tax Help: http://aws.amazon.com/tax-help/

Additional Resources

- AWS Blog: https://aws.amazon.com/blogs/aws/
- AWS Discussion Forums: https://forums.aws.amazon.com/index.jspa
- What's New from AWS: http://aws.amazon.com/new/
- AWS YouTube Channel: https://www.youtube.com/user/AmazonWebServices
- AWS Twitter Feed: https://twitter.com/awscloud
- AWS on SlideShare: http://www.slideshare.net/AmazonWebServices
- Events and Webinars https://aws.amazon.com/about-aws/events/
- An E-Book of Cloud Best Practices:

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https://medium.com/aws-enterprise-collection/an-e-book-of-cloud-best-practices-for-your-enterprise-4a211840c55b#.corzpjf3m

AWS Whitepapers

- AWS Whitepapers and Guides: http://aws.amazon.com/whitepapers/
- Overview of AWS Whitepaper: http://d0.awsstatic.com/whitepapers/aws-overview.pdf
- Security Resources and Whitepapers: http://aws.amazon.com/security/security-resources/
- AWS Compliance whitepapers: http://aws.amazon.com/compliance/aws-whitepapers/
- Best Practices for Security, Identity, & Compliance: https://aws.amazon.com/architecture/security-identity-compliance
- AWS Risk and Compliance Whitepaper: https://d0.awsstatic.com/whitepapers/compliance/AWS_Risk_and_Compliance_Whitepaper.pdf
- AWS Storage Services Overview: https://d0.awsstatic.com/whitepapers/Storage/AWS%20Storage%20Services%20Whitepaper-v9.pdf

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DocuSign Envelope ID: D413147D-43F7-48D5-BE71-F404C2BA4D24

ATTACHMENT A

June 28, 2022

Stacie Becker
Proposal Manager
SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Stacie_becker@shi.com

Re: Award of Contract #R220804

Dear Ms. Becker:

Per official action taken by the Board of Directors of Region 4 Education Service Center on June 28, 2022, we are pleased to announce that after successful negotiated terms and conditions, SHI Government Solutions has been awarded an annual contract for the following, based on the sealed proposal (RFP#22-08) submitted on May 3, 2022:

Commodity/Service	**Supplier**
Total Cloud Solutions and Services	SHI Government Solutions

This contract is effective October 1, 2022 and will expire on September 30, 2025. As indicated above, your contract # is R220804. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and SHI Government Solutions.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Deborah Bushnell, the Contract Manager assigned to your contract, at (713) 554-7348 or deborah.bushnell@omniapartners.com

Sincerely,

DocuSigned by:
Robert Zingelmann
0B1D33BB0130490...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

Pricing:

CATEGORY	TYPES OF PRODUCTS	DISCOUNT FROM ADVERTISED LIST
Software		
SW: SW-GEN-14-3	All Cloud Products* *Note: AWS Direct Customers wishing to move to SHI minimum .50% discount off SHI Advertised List Price	1.00%
SW: SW-GEN-14-3	All Software Categories, Operating Systems, Security, Administrative, Backup and recovery, Development Products,Database Software	1.00%
Services		
Professional Services	All services will be handled and created custom per SOW provided	
Hardware		
HW: A	Cables (Network, Signal, Fiber Optic, Power), Cameras, Surveillance video, Security Cameras and Access Control Systems, Videoconferencing Systems	4.50%
HW: B	Computer Accessories (Keyboards, Mice, docks, Flash Memory, speakers), Telephones Sets, Headsets, Headphones, Network Routers, Channel Converters, Equipment and phone cases.	4.50%
HW: D	Racks and Rack Hardware	4.50%
HW: E	Batteries, Uninterruptable Power Systems, Battery Chargers	4.50%
HW: F	Memory Modules, RAM, DRAM, SDRAM, Pen or Flash Drives	4.50%
HW: H	Hard Drives, Disk Arrays and Array Controllers, Power adapters and Inverters, Network Interface Cards & Network Switch Products, Multimedia Storage Products,	4.50%
HW: HW6-1	Notebook computers, Tablets, Servers, Point of Sale, Desktops, Thin Clients, Workstations, All in One Desktops	1.00%
HW: J	Maintenance, Warrantees, etc.	4.50%
HW: Q	Flat Panel Display monitors, Large screen Monitors, TVs	2.00%
HW: R	Printers (Ink Jet, Laser, Matrix, Line Matrix, Label), Scanners, Multifunction Machines	4.50%

HW: T	Power Products, PDUs, Power Supplies, Power Monitors	4.50%
All Other		
Other	All other undefined categories that SHI is able to offer to Omnia Members	Per SOW

Sample Professional Services Rate* Card for SHI:

Role	Rate
Data / Mobility Architect	$325
Solution Architect / Consultant	$275
Engineer	$225
Project Manager	$185

Pricing is a sample and can vary on location, minimum billing requirements and other relevant variables. These rates do not include travel expenses. SHI reserves the right to review and update rates on an annual basis.

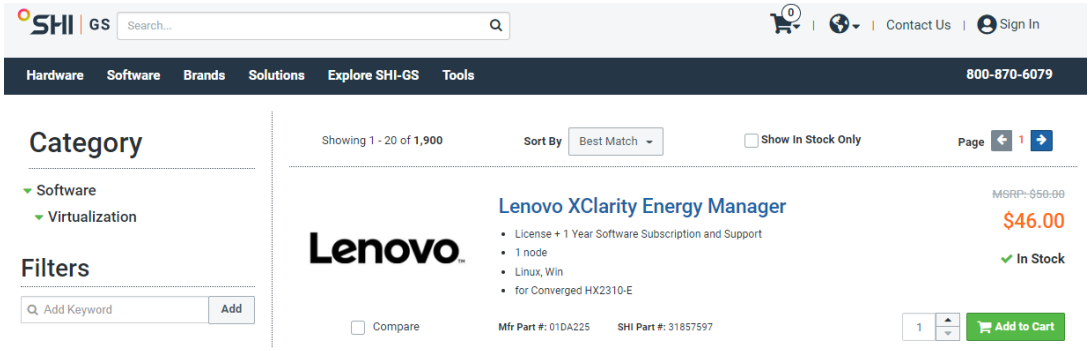
ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- *Manufacturer part #*
- *Offeror's Part # (if different from manufacturer part #)*
- *Description*
- *Manufacturers Suggested List Price and Net Price*
- *Net price to Region 4 ESC*

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e., Pin or Jump Drives).

SHI Response:

SHI is providing our full catalog of cloud publishers found at https://texas.gs.shi.com/. This catalog provides ESC Region 4 access to advertised pricing along with associated discounted price to ESC members.



Region 4 ESC

Contract # R220804

for

Total Cloud Solutions

with

SHI Government Solutions

Effective: October 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center (“ESC”), and SHI Government Solutions effective October 1, 2022:

I. Appendix A, Supplier Contract
II. Offer & Contract Executed Signature Form
III. Supplier’s Response to the RFP, incorporated by reference.

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TAB 1 – CONTRACT AND OFFER AND EXECUTED CONTRACT FORM

Please see the following pages for the completed required forms.

APPENDIX A - CONTRACT AND OFFER

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of June 28, 2022 by and between SHI Government Solutions ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 22-08 ("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. The 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 to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

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.

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: SHI Government Solutions

Address: 3828 Pecana Trail

City/State/Zip: Austin, TX 78749

Telephone No.: (800) 870-6079

Email Address: Stacie_Becker@SHI.com

Printed Name: Stacie Becker

Title: Proposal Manager

Authorized signature: Dan Calabrese

Dan Calabrese on behalf of Stacie Becker

Accepted by Region 4 ESC:

Contract No. R220804

Initial Contract Term October 1, 2022 to September 30, 2025

Carmen T. Moreno
Region 4 ESC Authorized Board Member

6/28/2022
Date

Carmen T. Moreno
Print Name

LaVerie Wise
Region 4 ESC Authorized Board Member

6/28/2022
Date

LaVerie Wise
Print Name

APPENDIX B - TERMS AND CONDITIONS ACCEPTANCE FORM

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☑ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Please see the following pages for our exceptions to Terms and Conditions.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4
III. INSTRUCTIONS TO OFFERORS; Section 22, "Samples"; Page 10	Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.	RESERVED [SHI Note: SHI requests this section be marked "reserved". Samples would not be applicable to cloud services.]	Accepted
APPENDIX A; DRAFT CONTRACT; Opening; Page 1	This Contract ("Contract") is made as of_____, 2022 by and between _____ _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").	This Contract ("Contract") is made as of___, 2022 by and between _ _____ ("Contractor") -and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").	Accepted
APPENDIX A; DRAFT CONTRACT; RECITALS; Page 1	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, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services, labor, materials, equipment, and supplies provided by Contractor under an SOW ("Sservices")/materials and third party software, computer peripherals, computer hardware, and associated IT services provided by third parties ("Product") described in the RFP and Proposal; [SHI Note: SHI requests these terms be defined to further clarify our role under this Contract.]	Accepted

APPENDIX A; DRAFT CONTRACT; 9) Contract Alterations; Page 2	No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.	No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC and Contractor. [SHI Note: SHI requires any changes to the terms be mutually agreed upon in writing by both parties.]	Accepted

APPENDIX A; DRAFT CONTRACT; 11) TERMINATION OF CONTRACT; a) Cancellation for Non-Performance or Contractor Deficiency; Page 2	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.	Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period, upon ten (10) days' written notice. 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 C~~c~~ontract, upon ten (10) days' written notice. 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;~~ ~~i~~i. Providing ~~work or material~~Product or Services ~~was~~ not awarded under the Contract; ~~i~~ii. Failing to adequately perform the S~~s~~ervices set forth in the scope of work and specifications; iii~~v~~. Failing to complete required Services~~work or furnish required materials~~ within a reasonable amount of time; iv. 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 v~~i~~. Performing ~~work~~ Services or providing ~~services~~ Product 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 for Region 4 ESC ("Deliverables") under the Contract shall immediately become the property of Region 4 ESC. [SHI Note: SHI requests 10 days' notice prior to termination of default, so we may have the opportunity to cure.]	Accepted

APPENDIX A; DRAFT CONTRACT; 11) TERMINATION OF CONTRACT; b) Termination for Cause; Page 3	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.	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~~ upon ten (10) days' written notice, 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 for Region 4 ESC 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. [SHI Note: SHI requests 10 days' notice prior to termination of default, so we may have the opportunity to cure.]	Accepted

APPENDIX A; DRAFT CONTRACT; 11) TERMINATION OF CONTRACT; c) Delivery/Service Failures; Page 3	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.	Failure to deliver ~~goods~~ Product or S~~s~~ervices 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~~Products in accordance with Contractor's return policy which is found at www.shi.com/returnpolicy ("Contractor's Return Policy"),~~/~~ or re-perform rejected S~~s~~ervices 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.~~ [SHI Note: Product returns are subject to SHI's return policy. SHI's remedy for non-conforming Services is re-performance. SHI is not liable for cost to cover.]	Accepted
APPENDIX A; DRAFT CONTRACT; 14) Delivery; Page 4	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	RESERVED [SHI Note: SHI requests this section be marked "reserved". SHI will not be physically shipping any Product under this Contract.]	Accepted

APPENDIX A; DRAFT CONTRACT; 15) Inspection & Acceptance; Page 4	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.	If ~~defective or incorrect~~ non-conforming ~~material~~ Product is delivered, Region 4 ESC may make the determination to return the ~~material~~ Product to the Contractor ~~at no cost to Region 4 ESC~~in accordance with Contractor's Return Policy. ~~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.~~ [SHI Note: All Product returns are subject to SHI's return policy.]	Accepted
APPENDIX A; DRAFT CONTRACT; 16) Payments; Page 4	Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	Payment shall be made ~~after satisfactory performance, in accordance with all provisions thereof, and upon~~ within thirty (30) days of receipt of a properly completed invoice. [SHI Note: SHI requires payment within 30 days of receipt of an invoice.]	Accepted
APPENDIX A; DRAFT CONTRACT; 19) Discontinued Products; Page 5	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.	RESERVED [SHI Note: SHI requests this section be marked "reserved", as this would not be applicable to cloud services.]	Accepted

APPENDIX A; DRAFT CONTRACT; 22)Warranty Conditions; Page 5	All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing	All ~~supplies, equipment and s~~Services and Deliverables shall ~~include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing~~ be free of material defects for ninety days commencing with Final Acceptance of the Services. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO SERVICES OR DELIVERABLES TO BE PROVIDED BY CONTRACTOR HEREUNDER, 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 PRODUCTS. [SHI Note: SHI warrants its Services and Deliverables will be free from defect for ninety days after acceptance of Services. SHI cannot warrant on behalf of third party product it resells.]	Accepted

APPENDIX A; DRAFT CONTRACT; 28) Stored materials; Page 6	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.	RESERVED [SHI Note: SHI requests this section be marked "reserved", as SHI will not be storing inventory for Region 4 ESC under this Contract.]	Accepted

APPENDIX A; DRAFT CONTRACT; 30) Indemnity; Page 6	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.	Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third party claims, damages, losses and reasonable expenses arising out of or resulting from the ~~actions~~ gross negligence, willful misconduct, or violation of law of the Contractor, Contractor employees or subcontractors ~~in the preparation of the solicitation and the later execution of~~ under the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. [SHI Note: SHI will indemnify Region 4 ESC for any third party claim caused by its gross negligence, willful misconduct, or violation of law under this Contract.]	

ADD		Limitation of Liability: NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL 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 FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF A PARTY'S OBLIGATION TO INDEMNIFY FOR THIRD PARTY CLAIMS, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS CONTRACT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY REGION 4 ESC TO CONTRACTOR UNDER THIS CONTRACT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. REGION 4 ESC ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS CONTRACT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS CONTRACT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. [SHI Note: SHI requests this clause be added to the final contract, if awarded.]	

TAB 2 – PRODUCTS / PRICING

2.a) Products and Services /Pricing

i. Offerors shall provide pricing based on a discount or discount range 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, they 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. For services, Offerors shall describe how professional services and technical solutions are priced, i.e., hourly, by project, etc. Offerors may elect to limit their proposals to any category or categories.

SHI Response:

SHI is pleased to offer Region 4 ESC our full catalog of cloud products. We have more than 400 vendors we are selling cloud-based products for today and this category is rapidly growing. We have included below a sampling list of those vendors.

In addition to the cloud-based products, SHI is offering our entire catalog of solutions to ensure Region 4 ESC members have access to purchase solutions based on the current and evolving needs of the IT environment.

Manufacturer			
1Path	Cygilant	Intresys	ProCloud
365 Labs	Cylance	iOffice	ProofPoint
Accelera	Databank	ITI	Propeller Aero
Agile Access Control Inc	DemTech Voting Solutions	Kuder	RDE Systems
AgileBits	DH Wireless	Labyrinth Solutions Inc	Ready Education
Airnet	DigiStamp	LawVu	ReadyOp Communications
AKA Enterprise Solutions	Digital Construction Works Inc	Legal Suite	Redapt
Asorb	Envoc	MediSked, LLC	SecureDynamics
Asset Panda	Eplexity	MedProctor LLC	SecurityScorecard
Astadia	Esi Acquisitions	Merit International	Securly
Bonfire Interactive Ltd.	Futurity IT, Inc.	NBEnvironmental	Streetlight Data

BrightBytes	G2lytics	NCCER	Submittable
CASK LLC	Gold Systems	On Point Tech	ThreadFin
Catch Intelligence	Google	OnCell Systems Inc.	ThreatAdvice
Change and Innovation Agency	GovInvest Inc.	OnCorps Report	Thycotic
Cherwell	GovQA	OneLogin	Trace First
Circuit Tree LLC	Grant Thornton	OneVision	Transformyx
Citrix	GrantVantage	Online Web Services US	Transvault Software Ltd
CityBase Inc	GreenRope	Opencounter	Trifacta Inc
Civitas Learning	GrenCourt Legal Technologies, LLC	OpenDataSoft	TriTech
Clairvoyant	Grow Tix	OpenGov	Trust First
Clckwrk Inc.	GTY	OpportunitySpace Inc. (D.B.A. Tolemi)	Tumbleweed Press
Clearwater Solutons	Helix Innovations LLC	OtisEd	Turnkey Cyber Solutions
Cloud Cyber Range	HireRising	Pacify Health LLC	UiPath
Cloudmersive, LLCs	HireVue	Page Scholar	Unite USA
CloudNimble	HoB	Paladin Data	Urban Logiq
CloudPWR	Hoonuit	Panther International	US eDirect Inc
Cludo Inc.	Hyland	Panzura	USEReady

Pricing:

CATEGORY	TYPES OF PRODUCTS	DISCOUNT FROM ADVERTISED LIST
Software		
SW: SW-GEN-14-3	All Cloud Products* *Note: AWS Direct Customers wishing to move to SHI minimum .50% discount off SHI Advertised List Price	1.00%
SW: SW-GEN-14-3	All Software Categories, Operating Systems, Security, Administrative, Backup and recovery, Development Products,Database Software	1.00%
Services		
Professional Services	All services will be handled and created custom per SOW provided	
Hardware		
HW: A	Cables (Network, Signal, Fiber Optic, Power), Cameras, Surveillance video, Security Cameras and Access Control Systems, Videoconferencing Systems	4.50%
HW: B	Computer Accessories (Keyboards, Mice, docks, Flash Memory, speakers), Telephones Sets, Headsets, Headphones, Network Routers, Channel Converters, Equipment and phone cases.	4.50%
HW: D	Racks and Rack Hardware	4.50%
HW: E	Batteries, Uninterruptable Power Systems, Battery Chargers	4.50%
HW: F	Memory Modules, RAM, DRAM, SDRAM, Pen or Flash Drives	4.50%
HW: H	Hard Drives, Disk Arrays and Array Controllers, Power adapters and Inverters, Network Interface Cards & Network Switch Products, Multimedia Storage Products,	4.50%
HW: HW6-1	Notebook computers, Tablets, Servers, Point of Sale, Desktops, Thin Clients, Workstations, All in One Desktops	1.00%
HW: J	Maintenance, Warrantees, etc.	4.50%
HW: Q	Flat Panel Display monitors, Large screen Monitors, TVs	2.00%
HW: R	Printers (Ink Jet, Laser, Matrix, Line Matrix, Label), Scanners, Multifunction Machines	4.50%

HW: T	Power Products, PDUs, Power Supplies, Power Monitors	4.50%
All Other		
Other	All other undefined categories that SHI is able to offer to Vizient Members	Per SOW

Sample Professional Services Rate* Card for SHI:

Role	Rate
Data / Mobility Architect	$325
Solution Architect / Consultant	$275
Engineer	$225
Project Manager	$185

Pricing is a sample and can vary on location, minimum billing requirements and other relevant variables. These rates do not include travel expenses. SHI reserves the right to review and update rates on an annual basis.

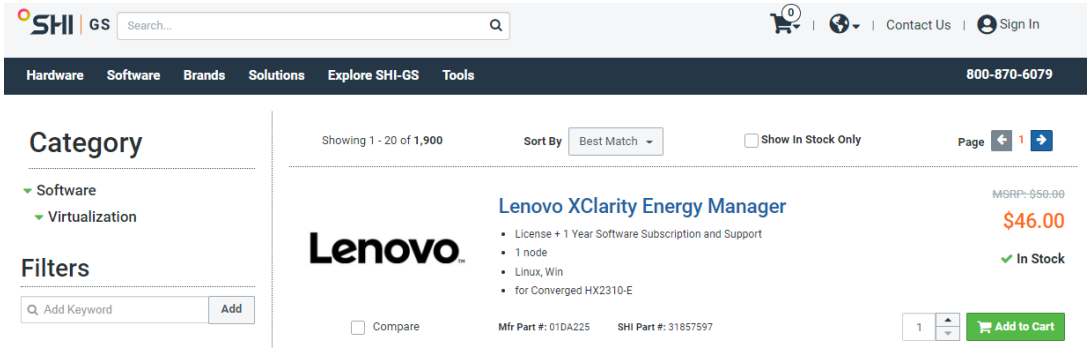
ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- *Manufacturer part #*
- *Offeror's Part # (if different from manufacturer part #)*
- *Description*
- *Manufacturers Suggested List Price and Net Price*
- *Net price to Region 4 ESC*

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e., Pin or Jump Drives).

SHI Response:

SHI is providing our full catalog of cloud publishers found at https://texas.gs.shi.com/. This catalog provides ESC Region 4 access to advertised pricing along with associated discounted price to ESC members.



iii. Public Cloud Service Providers (CSPs) *– For each CSP your company is authorized to resell please:*

a) Specify the Service Model(s) and Deployment Model(s) supported as defined by SP 800, The NIST Definition of Cloud Computing.

SHI Response:

SHI's Cloud Practice

SHI's cloud practice gives customers more visibility and control over their cloud environment without limiting functionality or hindering the user experience of what a cloud platform has to offer. SHI supports these major Cloud Service Providers (CSPs):

- Amazon Web Services (AWS)
- Google Cloud Platform (GCP)
- Microsoft Azure (Azure)

We do the heavy lifting where the customer needs it: aggregation of products and services, financial chargeback, management, performance rightsizing, and analysis. SHI collaborates with engineers and partners credentialed in top cloud platforms and compatible products such as AWS, Box, CommVault, One Login, Veeam, Symantec, VMWare, Cisco, Microsoft, and others, providing the customer a one-stop shop. We specialize in cost optimization, billing management, and governance, as well as infrastructure management and professional services. Today, SHI is AWS' largest reseller spanning many different industries such as financial services, pharma, and SaaS.

Overview

- We manage over $20M per month in IaaS assets for our clients.
- We provide tools and resources that help clients track their cloud assets and where their costs are going.
- We help align cloud usage and spend with clients' business processes while they take advantage of the benefits underlying platforms have to offer.
- We bring forward the best resources, partners, and technologies for getting the most out of your cloud and hybrid environment.

Transformation to Cloud Solutions

Cloud-Based Solutions have changed the dynamics of pre-sales, acquisition, and on-going IT management. To keep up with new demands, SHI has developed processes and support to address Cloud consumption-based models, and we have resources dedicated to emerging partners to support our customers' growing needs.

New licensing models

As licensing standards change to meet the demands of a mobile-first and cloud-first world, there is an emphasis on the "dual-user." A dual-user is someone who uses technology for school or work, as well as privately. As new licensing models arrive, SHI helps users make sense of the varied cloud-based solutions in order to efficiently license, adopt, and consume these technologies. Always sensitive to price-point, SHI simplifies asset management through self-provisioning and self-service agreement/account management.

SHI Support Services

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're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry standard and custom offerings through our Assess, Design, Build, and Manage methodology to integrate leading cloud technologies to your environment. Our certified solutions architects and technical consultants combine their technical 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, all while providing guidance on best practices.
- Net Terms Billing: Organizations need flexible payment terms to consider CAPEX vs. OPEX, extended net term billing options, financing, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provide a variety of billing options to fit your specific needs.
- Reporting & Analytics: Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions that are crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view as well as provide a guided analysis based on years of consulting experience with enterprise clients.
- Always Available Support: When you have a critical issue, you need to count on superior support. 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 don't 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 program(s), maintain licensing compliance, and best of all, avoid audits! Our licensing experts will identify, monitor and optimize your software assets to ensure you receive the most value in your IT investment.

b) Provide proof of your company's authorization to resell

- *For CSPs primarily engaged in delivery IaaS/PaaS, proof of authorization to resell must come for CSP*

  SHI Response:

  Please see section *Partner – Letters of Authorizations* to resell the following IaaS/PaaS products:

  - Amazon Web Services
  - Google
  - Microsoft

- *For CSPs primarily engaged in delivering SaaS, proof of authorization to resell may come from either the CSP or an authorized distribution channel*

  SHI Response:

  Please see section *Partner Packages* at the end of our response document.

c) Copy of (or link) any current CSP Service Level Agreement (SLA)

SHI Response:

Please see section *Partner – Terms and Conditions* for SLA information on the following products:.

- Amazon Web Services
- Google
- Microsoft

d) Copy of (or link) for any other relevant terms and conditions that may be required by the CSP

SHI Response:

Please see section *Partner – Letters of Authorizations* to resell the following IaaS/PaaS products:

- Amazon Web Services
- Google
- Microsoft

e) CSA STAR Self-Assessment

- *All proposed public CSPs must achieve a LEVEL ONE: CSA STAR Self- - Assessment by completing a Consensus Assessments Initiative Questionnaire (CAIQ) or submitting a report documenting compliance with Cloud Controls Matrix (CCM) that is current and publicly available at the CSA Star Registry.*

SHI Response:

The scope and requirements of this RFP are such that it would be extensive to include all of the cloud-based offerings that SHI has in its catalog today. Instead, we commit to adding products and solutions over the course of this contract as new technologies emerge or as customer needs arise.

SHI is responding today with offerings from AWS, Google and Microsoft, please see below for CSA Star Assessment links.

- Amazon's response to the CSA STAR Assessment can be found here: https://aws.amazon.com/compliance/csa/
- Google's response to the CSA STAR Assessment can be found here: https://cloud.google.com/security/compliance/csa
- Microsoft Azure's response to the CSA STAR Assessment can be found here: https://docs.microsoft.com/en-us/compliance/regulatory/offering-csa-star-self-assessment

Private Cloud Infrastructure *- Describe your capability and approach to providing private cloud environments to your Customers. For each CIP your company is authorized to sell, please:*

a) Specify how its solutions are relevant to private cloud infrastructure

SHI Response:

SHI provides a full range of capabilities across the Private Cloud Infrastructure spectrum. We partner with industry leaders such as VMware, Nutanix, and all tier 1 infrastructure and software manufactures to help support our customers on premises and off premises Private Cloud Infrastructure requirements. SHI provides a full catalog of options which will include a broad range of vendors. We are happy to provide proof of authorization as requested at time of quoting.

b) Provide proof of your company's authorization to resell

- *Proof of authorization to resell may come from either the CIP or an authorized distribution channel*

SHI Response:

SHI is providing a full catalog option which will include hundreds of various vendors. We are happy to provide proof of authorization as requested at time of quoting.

Cloud Application *– Describe your capability and approach to:*

a) Modernizing and migrating legacy applications to run on Customer clouds

SHI Response:

Fully realizing the possibilities of the cloud requires rethinking how organizations manage their workloads. Whether your migration or modernization effort is focused on public or private infrastructures or building a hybrid environment, SHI will support your journey. With experience supporting multi-cloud environments, SHI has expertise helping organizations evaluate migrating complex workloads, consider different approaches for different clouds, reduce migration time with automation, and help organizations realize an improved business time-to-value.

Because migrating and modernizing legacy systems is a major undertaking with many possible paths, SHI provides paid Cloud services which begins by evaluating your requirements and advising on the appropriate course of action. Through our assessments and evaluations, SHI's application and cloud experts can provide insights into your current database and application architecture, usage, resources, and dependencies.

Additionally, SHI can analyze the optimal method for migration and modernization with a "Six-Rs" analysis. This analysis considers the possible ways an application could and should be moved to

a cloud. These possibilities include *Retaining* on premises, *Retiring* the application, *Replacing* with another service or SaaS, *Rehosting* the application in its current form, *Replatforming* the application, or *Refactoring* the application with native cloud services. By thoroughly reviewing these applications, SHI can guide you through the options, risks, and benefits for migrating these applications to the cloud in their current form or with modern cloud techniques that utilize native services.

In addition to our own internal capabilities, SHI has a highly vetted subcontractor network that can provide paid assistance Cloud services around the following:

- Migrations
- Virtualization
- Containerization
- Virtual Desktop Infrastructure
- DevOps
- Cloud Hosted Databases
- DRaaS

b) Developing and deploying new applications to run on Customer clouds

SHI Response:

Evolving business requirements sometimes exceed the capabilities of existing applications. In some of these cases, it may become necessary to develop and deploy new applications in public clouds. Frequently this also means leveraging the latest in native cloud technologies. Based on the scope of the project, SHI can assist with this by ensuring that best practices are followed throughout the cloud adoption journey. SHI provides paid Cloud services which begins by understanding the purpose and requirements of the initiative in order to advise on the appropriate course of action. Based on the requirements, SHI's services and solutions organization of internal and 3rd party partners and subcontractors can offer various types of support.

In most cases, SHI follows a multi-step process of assessing, designing, building, and implementing a solution. Whether upgrading or a replacing, SHI helps you take your legacy applications to the next level. We create a future-state roadmap for your legacy applications for cloud and retool your infrastructure bringing enhanced capabilities to business long term.

Beyond applications, a common challenge for many organizations deploying cloud applications is governance and security. As a partner of AWS, Azure, and GCP, SHI frequently advises customers about best practices for cloud environment health and governance. This includes solutions such as landing zone designs, cost optimization, and infrastructure modernization, and cloud security solutions.

***Managed Cloud Services** – Describe your capability and approach to managing cloud services to Customer running solutions on public and/or private clouds*

SHI Response:

Organizations are moving their workloads to cloud to scale, keep up with remote workforces, and improve flexibility, but often internal IT departments don't possess the skills to effectively maintain and expand their cloud environment. As organizations accelerate innovation, take greater risks, and enjoy more

adaptable operations, SHI's provides paid Cloud services and solutions which enable you to maximize and align cloud resources with your business and IT goals.

SHI helps our customers reimagine their possibilities by providing dependability through our Public Cloud managed services. These paid services can include assistance such as cost optimization, patching and change management, service and incident response, securing workloads, monitoring and alerting, cloud backup management, and other solutions. Depending on the service tier provided, SHI can provide 24x7 technical support.

SHI has multiple capabilities working with partners as shown in the Letters of Authorization following this section. In addition to our own internal capabilities, SHI has a highly vetted subcontractor network that can provide paid assistance for certain Cloud services as well.

***Services** – Describe any additional cloud services*

SHI Response:

Cloud Optimization is crucial, especially for organizations in the midst of transforming workloads and modernizing applications to leverage the public cloud. SHI has developed a one-of-a-kind paid Multi-Point Cloud Optimization Assessment structure designed for customers who are trying to get the most from their cloud investment.

Our exclusive Cloud Optimization methodology does not solely focus on cost; it also addresses architecture and governance tuning to leverage the dynamic pricing and scalability models of the cloud. For qualifying customers, SHI will address the Compute, storage and network optimization. SHI can check governance policies currently in place, gain improved visibility and insight to stay ahead of future optimization efforts, including tagging, account structure, alerts, reports, policies and licensing which are all essential for budgetary forecasting.

SHI O365 Optimization

In addition to the details above, another example of SHI's cloud service optimization capabilities are SHI helps customers gain insight into user-based consumption in order to help remediate the sprawl we see that lead to overspending. Our ITAM experts will help you achieve centralized visibility across any number of tenants and agreements. We can automatically perform subscription provisioning, de-provisioning and re-tiering in the O365 portal. SHI offers three subscriptions: Standard (Value Add), Professional and Premier (Fee-Based), that ranges from providing insight (Standard) to an ongoing managed service where SHI implements optimization recommendations for you (Premier).

iv. Is pricing available for all products and services?

SHI Response:

Yes, SHI is uniquely positioned to provide best pricing for all of your IT needs and has established long-tenured relationships with all major OEM's and emerging partners. We accomplish this by working with your team to understand your requirements and addressing your technology needs early and often.

v. Describe your unique offerings or attributes of your company and/or cloud solutions offering as compared to your competition and how its differentiators provide additional value to Region 4 and OMNIA Partners members

SHI Response:

As cloud technologies have progressed, SHI has worked to keep up with these ever-growing changes. Our cloud portfolio has grown exponentially over the past five years, and we have developed our cloud

solutions team and services to meet the evolving needs of our customers. SHI takes pride in delivering the best technology with the top leaders in the industry, and it is our goal to help our customers understand every aspect of cloud technology – from implementing, managing, and troubleshooting their cloud solution. We recognize with our customers, especially our education customers, that every dollar counts; we will work to provide the best pricing that our customers are eligible for and continue to assist in evaluating cloud costs with support from our cloud services team.

vi.

SHI Response:

Not Applicable, no question here.

vii. Provide pricing for warranties on all products and services.

SHI Response:

SHI will apply any appliable publisher warranty.

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.

SHI Response:

SHI is not offering incremental sales volume growth rebates at this time. SHI is however offering Region 4 ESC our most competitive pricing upfront.

ix. Describe how customers verify they are receiving Contract pricing.

SHI Response:

SHI facilitates several Public Sector contracts across the State of Texas to ensure customers procure the best technology at the most competitive prices possible.

The proposed pricing model discount is based off of SHI's Advertised List Price, which is a verifiable source, referenceable 24/7/365 at https://texas.gs.shi.com/. SHI Advertised List Price is based on current market conditions and in many cases, already reflects a substantial discount off Manufacturer Published List prices, where a list price exists. SHI's internal support regularly analyzes the current market to verify that SHI Advertised List Price is competitive.

We offer best pricing to our customers at the time of purchase. 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 and as often as possible.

x. Describe payment methods offered.

SHI Response:

SHI offers several billing options. Your dedicated SHI Account Team will work closely with Region 4 ESC to understand your billing needs and will work in coordination with your assigned SHI Accounts Receivable representative to establish a billing method that works for you.

Transactional Invoices

At the time of shipment, SHI will provide an invoice for each shipment under each customer purchase order number. Our standard payment terms are Net 30 Days.

Monthly Summary

The SHI consolidated billing option can offer tremendous savings; at the end of each month a single invoice will provide a detailed account of all transactions processed for that month. SHI's standard payment terms for monthly invoicing are Net 30 days.

Corporate Procurement Card

Many of our larger customers have implemented a Corporate Procurement Card Program, which SHI supports through our acceptance of MasterCard, Visa, and American Express. SHI provides Level II reporting data for credit card transactions, which means we are able to provide order header information on your credit card statements.

Financing

SHI Capital offers flexible payment solutions for our customers to finance 100% of their equipment, software, and services with 0% down payment, allowing them to preserve cash and accelerate their ROI while hedging against inflation and keeping updated with the latest technology. Let us suggest a customized, flexible payment solution to match the budget requirements that offer several different outcomes at the end of your finance agreement.

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.

SHI Response:

SHI is proposing a discount off SHI Advertised List Price. therefore Region 4 ESC will be presented with most up to date discounted pricing.

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.

SHI Response:

SHI is committed to providing you with a pricing model that will stand the test of time throughout the contract term, based upon two primary values: customer-centric approach and honest pricing.

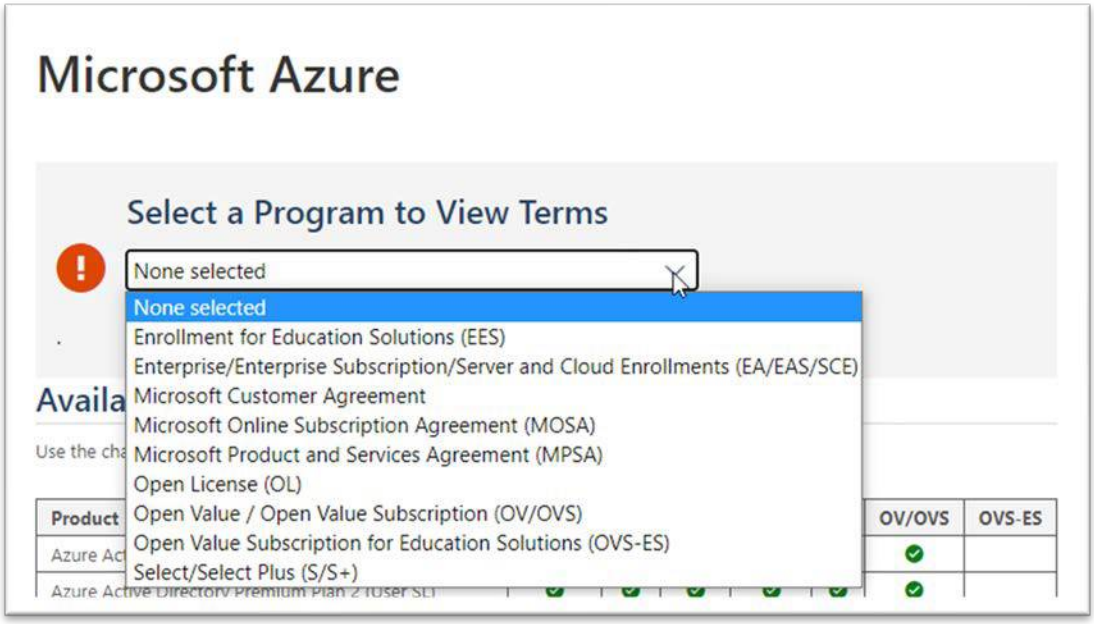
xiii. Provide any additional information relevant to this section.

SHI Response:

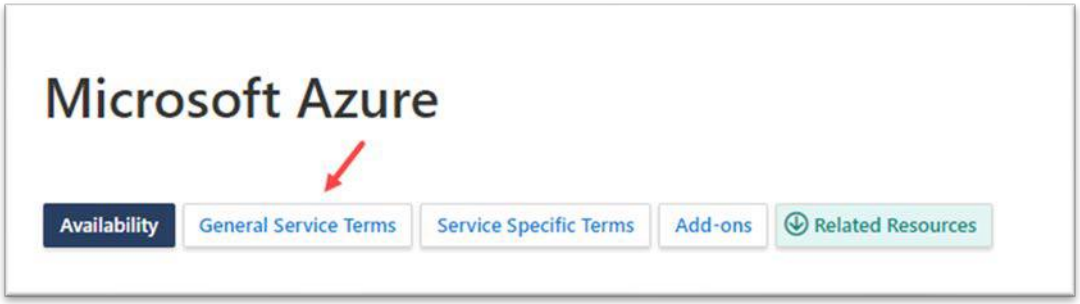
Not Applicable.

PARTNER – TERMS AND CONDITIONS

- **AWS Terms and Conditions**
    - Please see section *Partner Packages* at the end of our response document.
- **Google,** through **Carahsoft** as Google's single-source distributor for Public Sectors Terms and Conditions:
    - Workspace (Public Sector)
    - Workspace for Education
    - GCP
    - PSO
- **Microsoft Azure Terms and Conditions with Instructions:**
    - Azure Terms



Then choose "General Service Terms"



PARTNER - LETTERS OF AUTHORIZATION

Please see the following pages for authorization to resell the following products:

- AWS
- Google
- Microsoft

AWS – Letter of Authorization

CC VND 00300568 2022 TR

Amazon Web Services, Inc. • 410 Terry Avenue N. • Seattle, WA 98109

April 28, 2022

SHI International Corp.
290 DAVIDSON AVE
SOMERSET, NJ 08873-4145
United States of America

Re: Letter of Support for RFP# 22-08

To Whom It May Concern:

Amazon Web Services, Inc. (AWS) is very pleased to support SHI International Corp. in its efforts to assist Region 4 Education Service Center for RFP# 22-08 using the AWS Cloud. This letter confirms that SHI International Corp. is an AWS Partner Network (APN) AWS Premier Partner in good standing.

SHI International Corp. participates in the following AWS Partner Programs: AWS Solution Provider Program, AWS Public Sector Solution Provider, and Well Architected.

AWS offers commercially available, web-scale computing services that help organizations avoid much of the heavy-lifting typically associated with launching and growing successful applications. These services are based on Amazon's own back-end technology infrastructure and incorporate over a decade and a half of experience building one of the world's most reliable, scalable, and cost-efficient web infrastructures. The use of AWS will provide you with access to expertise in large-scale distributed computing and operations and will enable your applications to be robust and scalable.

AWS values and appreciates the opportunity to support SHI International Corp., and we look forward to a long and productive relationship. If you have any questions, or require additional information, please contact Sean Walsh, Manager, PDM, at setwalsh@amazon.com or 7575601547.

Sincerely,

Amazon Web Services, Inc.

Shannon Lowther
Senior Manager, Worldwide Public Sector Contract Management

Google / Carahsoft – Letter of Authorization

carahsoft.

Carahsoft Technology Corp.
11493 Sunset Hills Rd
Suite 100
Reston, VA 20190

April 25, 2022

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

To whom it may concern,

Carahsoft Technology Corp., Google Cloud's public sector distributor, authorizes the above named partner for resale of the following services:

-- Google Cloud Platform

-- Google Services

-- Google Workspace

Should you require any additional information, please contact the undersigned at 703-889-9838 or direct email at Jeff.Dowdy@carahsoft.com.

Jeff Dowdy

Jeff Dowdy
Director
Carahsoft Technology Corp.

Microsoft – Letter of Authorization

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com

Microsoft

4/21/2022
Region 4 ESC
RFP#22-08

To whom it may concern:

I hereby confirm that SHI International Corp has satisfied the requirements for demonstrating and validating their technical capabilities in the Microsoft Partner Network program.

SHI International Corp (MPNID: 1023126)
290 Davidson Ave
Somerset, NJ - 08873
United States

Competencies: Demonstrate technical capabilities in Microsoft products or technologies.

- Gold Messaging (Expires on 12/15/2022)
- Gold Application Integration (Expires on 12/15/2022)
- Gold Data Analytics (Expires on 12/15/2022)
- Gold DevOps (Expires on 12/15/2022)
- Gold Data Platform (Expires on 12/15/2022)
- Gold Enterprise Resource Planning (Expires on 12/15/2022)
- Gold Project and Portfolio Management (Expires on 12/15/2022)
- Gold Communications (Expires on 12/15/2022)
- Gold Application Development (Expires on 12/15/2022)
- Gold Collaboration and Content (Expires on 12/15/2022)
- Gold Cloud Platform (Expires on 12/15/2022)
- Gold Datacenter (Expires on 12/15/2022)
- Gold Cloud Productivity (Expires on 12/15/2022)
- Gold Small and Midmarket Cloud Solutions (Expires on 12/15/2022)
- Gold Enterprise Mobility Management (Expires on 12/15/2022)
- Gold Windows and Devices (Expires on 12/15/2022)
- Gold Security (Expires on 12/15/2022)

Microsoft Corporation is an equal opportunity employer.

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com

Microsoft

Advanced specializations: Validate technical capabilities to deliver specialized services in a specific solution area.

- Adoption and Change Management (Expires on 11/30/2022)
- Teamwork Deployment (Expires on 10/26/2022)
- Microsoft Windows Virtual Desktop (Expires on 9/29/2022)

Azure Expert Managed Service Provider: Validate expertise in end-to-end cloud lifecycle management including assessing, migrating, building, deploying, optimizing, and efficiently managing business solutions on Microsoft Azure.

- (Expires on 7/1/2022)

SHI International Corp is currently doing business with Microsoft in the following locations:

- SHI International Corp, US, Somerset (Somerset) (MPNID: 351789)
- SHI INTERNATIONAL CORP, GB, MILTON KEYNES (MILTON KEYNES) (MPNID: 988165)
- SHI Canada ULC, CA, NORTH YORK (NORTH YORK) (MPNID: 1645489)
- SHI France, FR, Issy-les-Moulineaux (Issy-les-Moulineaux) (MPNID: 2485733)
- SHI International Corp, NL, Hertogenbosch (Hertogenbosch) (MPNID: 2721352)
- SHI Switzerland, CH, Zug (Zug) (MPNID: 2747384)
- SHI International Corp, CN, Hong Kong (Hong Kong) (MPNID: 3005607)
- SHI INTERNATIONAL SAS,FR,ISSY LES MOULINEAUX (ISSY LES MOULINEAUX) (MPNID: 4411644)
- Gabriel Cohen (ISSY LES MOULINEAUX) (MPNID: 4411645)
- SHI Singapore Solutions PTE. Ltd., SG, Singapore (Singapore) (MPNID: 5010404)
- SHI International Corp Hong Kong Limited, HK, Central HK (Central HK) (MPNID: 6082723)
- SHI Global IT Solutions Ireland Limited, IE, Dublin (Dublin) (MPNID: 6082726)
- SHI Corporation UK Ltd, GB, Milton Keynes (Milton Keynes) (MPNID:

Microsoft Corporation is an equal opportunity employer.

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com

Microsoft

6236818)

- SHI International Corp Australia Pty Ltd. (Sydney) (MPNID: 6399328)

Best Regards,

Dan Rippey
Program Director for the Microsoft Partner Network

Microsoft Corporation

TAB 3 – PERFORMANCE CAPABILITY

2.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.

SHI Response:

Please see Appendix D, Exhibit A tab below.

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 exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

SHI Response:

Please see Appendix D, Exhibit B tab below.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

SHI Response:

Please see Appendix D, Exhibits F and G tabs below.

iv. Describe how Offeror responds to emergency orders.

SHI Response:

In general, nearly all cloud-based software offered through this response will be delivered through a download or another electronic method. In situations where physical product is required SHI can offer expedited delivery if the order is placed before the cutoff time and the product is in stock. Fees may apply.

v. What is Offeror's average Fill Rate?

SHI Response:

Per Q&A - Not applicable to this RFP.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

SHI Response:

Per Q&A - Standard language; if applicable to your offering please provide shipping & delivery timelines.

vii. Describe Offeror's return and restocking policy.

SHI Response:

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 then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to 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 in order 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 are available at SHI's GS Return policy link:
https://texas.gs.shi.com/CustomerServices/SHIInfo.aspx?ContentId=768.

viii. Describe Offeror's ability to meet service and warranty needs.

SHI Response:

SHI can offer 3rd party, non-manufacturer warranties that will allow customers to extend the life of mission critical devices with world-class service and support. These upgraded warranties are offered for an additional fee.

SHI Complete Care warranty programs allow customers to maximize their warranty benefits at minimal costs. Leveraging our partner network, SHI has managed to secure standard product manufacturer warranties for most customers at no charge for the first year. With the addition of SHI Complete Care, the same level of warranty services is provided for subsequent years – generally at a cost far lower than an equivalent manufacturer's warranty. Additionally, SHI Complete care customers pay no deductibles for claims.

Your SHI Complete Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our Warranty Services alleviate multi-year budgeting constraints and deliver service when and where you 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, our warranties protect against accidental damage, including drops, spills, and cracked screens.

Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use.

THE BENEFITS OF SHI'S ENTERPRISE WARRANTIES	SHI'S COMPREHENSIVE PRODUCT PROTECTION
• Coverage up to 5 years • 24/7 technical support • U.S. based call center • Global support Capabilities • 100% coverage for commercial use, parts, labor, and accidental damage • $0 deductible	• 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

If you maintain equipment under a warranty that is about to expire – or already has expired – SHI's post-warranty and maintenance agreements keep you covered. Our field engineers serve as an extension of your IT organization and deliver reliable, 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 your organization. Our 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 your needs, no matter where the equipment is located.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

SHI Response:

In general, SHI manages issues through the prioritization of your requests. Your dedicated SHI Account Team will escalate requests both internally and through our OEM partners, as required. SHI is committed to prioritizing customers interests and will be an advocate for your organization to resolve any issues. SHI is committed to providing Region 4 ESC with the resources you need to ensure high quality customer service in the support of your agreements. The team is committed to dedicating as much time as required to meet the required service levels. SHI's escalation process is simple and straightforward. You may escalate a question to the next level at any time that you feel is appropriate. Also, you can rest assured that, if necessary, your SHI representative will escalate an issue internally for resolution.

SHI is committed to your total satisfaction and has been and will continue to be willing to make the changes necessary to the account/support team and any levels of service, as required, to resume business continuity and restore harmony.

A key aspect of SHI's Quality Management System is our attention to performance by reviewing metric data. All departments must work together to meet SHI's Quality Objective. A breakdown in one area may

result in a delay in other areas. When all departments meet their objectives, SHI can meet or exceed our customers' expectations.

SHI encourages our customers to send emails to our Director of Quality at QualityDirector@SHI.com. The Director of Quality reports customer feedback to Top Management and Department Leaders at SHI. As necessary, they will respond to the customer's comment, assign a corrective action, and follow up with the customer to ensure that the issue has been resolved.

SHI is prepared to report on and take corrective action related to service incidents on a company-wide basis through our ISO 9001:2015 Quality Management System. SHI is committed to acting quickly and effectively to resolve any issues that may arise.

Our public sector field territories are structured by vertical and geography. With Account Executives (AEs) who live and work in their territories, our emphasis is on frequent, consistent, face-to-face communication with customers. Each AE is supported by a team of Inside Account Managers (IAMs) who are responsible for day-to-day customer service and questions surrounding quotations, order placement, and general concerns. Our inside sales teams coordinate an extensive network of additional support and resources behind the scenes and will work to get any question you have answered quickly and accurately.

SHI provides support to our customers between the hours of 8:00 am – 8:00 pm in every time zone. Individual team hours depend on the location of customers and contractual requirements. We are only completely closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Support is available every other business day of the year. Furthermore, SHI.com, SHI's e-commerce platform, is available to our customers 24/7/365.

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.

SHI Response:

SHI offers several billing options. Your dedicated SHI Account Team will work closely with Region 4 ESC to understand your billing needs and will work in coordination with your assigned SHI Accounts Receivable representative to establish a billing method that works for you.

Transactional Invoices

At the time of shipment, SHI will provide an invoice for each shipment under each customer purchase order number. Our standard payment terms are Net 30 Days.

Monthly Summary

The SHI consolidated billing option can offer tremendous savings; at the end of each month a single invoice will provide a detailed account of all transactions processed for that month. SHI's standard payment terms for monthly invoicing are Net 15 days.

Corporate Procurement Card

Many of our larger customers have implemented a Corporate Procurement Card Program, which SHI supports through our acceptance of MasterCard, Visa, and American Express. SHI provides Level II reporting data for credit card transactions, which means we are able to provide order header information on your credit card statements.

Financing

SHI Capital offers flexible payment solutions for our customers to finance 100% of their equipment, software, and services with 0% down payment, allowing them to preserve cash and accelerate their ROI while hedging against inflation and keeping updated with the latest technology. Let us suggest a customized, flexible payment solution to match the budget requirements that offer several different outcomes at the end of your finance agreement.

xi. Describe Offeror's contract implementation/customer transition plan.

SHI Response:

SHI understands the issues for our customers to transition their OEM agreements and procurement from one SHI to another. With the hurdles that our customers face in mind, SHI will create and execute a seamless implementation plan with as little disruption to customer as possible. Please find below an overview of SHI's implementation plan. More details can be added, as we work together to understand all of the requirements.

Transition Schedule

Please see the details below pertaining to SHI's transition schedule activities:

- The Account Executive would handle all contract negotiations, ensuring closure to support implementation of the program.
- After the contracts are completed, SHI would request a ramp up time window, to be determined by SHI and customer.
- A Program Management team would be formed to support customer; including members of the SHI Dedicated Account Team.
- A kick-off Sales/Operations meeting would take place to thoroughly review all customer requirements in detail. Parties in attendance would include members of your dedicated SHI Account Team along with additional SHI resources who will support the Contract. This review will follow the tentative schedule below:

Week One:

- Service Levels: Review of the customer requirements to ensure the implementation plan adheres to all expected and agreed to service levels for the services identified to be performed by SHI at the various levels.
- Dedicated Account Team Staffing: Begin process of naming primary and secondary IAM's and Licensing Executives for all customer's IT procurement activities.
- Assets: Begin process of defining customer's current assets and requirements.
- Previous/Existing Service Customer Transition Plan: Discussion regarding any obligations from any previous or current service provider, identifying areas of assistance SHI can provide in transition plan.
- Week One Program Management Review

Week Two:

- Customer to identify details and conditions.
- Customer/SHI to notify manufacturers of change in Reseller on the Agreements.
- SHI to create overview documents of each agreement for access by all Account Team Members.
- Customer/SHI to identify new agreement opportunities.
- Order Process Flow: A complete review of required order flow processes would take place, ensuring any modifications to standard processes to meet the unique requirements of customer are documented and communicated across the entire support team.
- Week Two Program Management Review

Week Three:

- Orientation: Both SHI and customer would receive orientation as to responsibilities, requirements, standard operating procedures as well as critical tasks and timelines. Important areas of review will be customer specific training on purchasing policy and procedures, ordering procedures and specifics, points of contact within customer environment to include but not limited to the Technical Staff, Operational Staff, Third Party SHIs and others as deemed appropriate.
- Training on Value-Added Tools: Training to identify customer staff on how to utilize tools such as order status tracking, Report Factory, License Management System, License Allocation System, License Redeployment Management Service and SHI Direct.com comparison features.
- Week Three Program Management Review

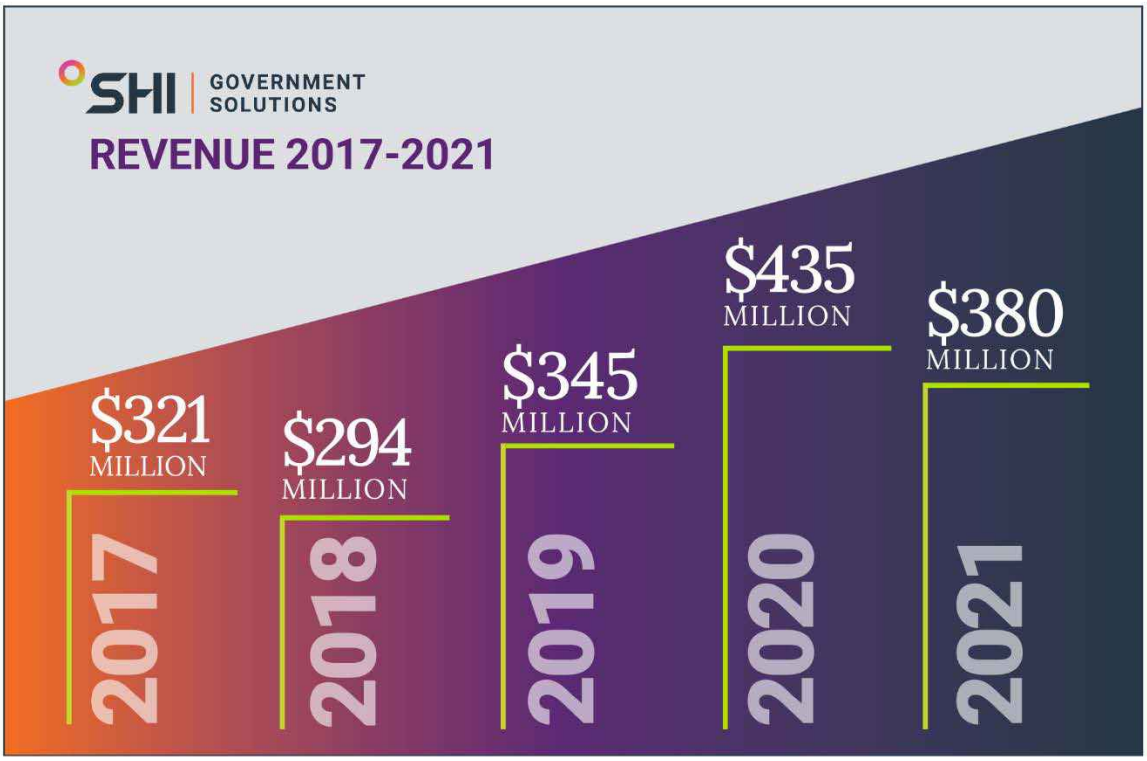
Week Four:

- Week Four Final Program Management Review: Meeting to review all pieces to ensure cohesive program planning. Implementation plan finalized with go-live date solidified.
- Pilot: A selected number of orders will be run through the process identified for real-life scenarios to gain final approval for all procurement activities. Once this has been agreed as operational by all parties, the go-live date will be confirmed.

xii. Describe the financial condition of Offeror.

SHI Response:

SHI Government Solutions is a privately held company under the same ownership since 1999, and we have a financially strong and stable business model that has proven itself over time. In 2021, we transacted business with more than 600 unique public sector entities across the State of Texas, recognizing revenues at more than $380 Million. We are sufficiently capitalized and funded to support the full scope of services and full potential term of any contract resulting from this RFP without jeopardy to any other ongoing or future business endeavors. SHI-GS's gross annual sales for the prior five years are:



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.

SHI Response:

As part of SHI's Procurement Services, SHI will provide a web-based procurement platform, https://texas.gs.shi.com/. Our platform offers the latest in functionality and the greatest in a user-friendly interface. SHI.com also offers functionality explicitly designed for business-to-business. Whether used as a stand-alone procurement system or integrated with the customer's current procurement systems, SHI.com provides the functionality and customized user experience needed to manage your I.T. procurement workflow.

The SHI E-Commerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule training based on the customer's level of access to the site. Upon award, your Account Executive will work with Region 4 ESC's stakeholders to determine the program and schedule that would work best for them.

SHI's Procurement Platform includes innovative Custom Catalog capabilities, which dynamically filter product offerings to provide SHI clients with personalized product information views. SHI clients can easily find and compare SHI's products. SHI can deliver a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products and contracts or standard items. We provide tremendous customization and seamless workflow that meets your unique needs.

Users with the appropriate permissions can run the following types of reports on SHI.com:

- Invoicing
  - 12-month spend manufacturer profile
  - Invoice detail report
  - Invoice detail for manufacturer report
  - Invoice detail with serial numbers report
  - Invoice detail with serial numbers and tracking report
  - Invoice summary report
  - Product purchase history report
- Order
  - Order detail report
  - Shipped order detail report
  - Un-invoiced order report
- Entitlements
  - Maintenance renewal report

The user will select the report type, the date range for the report, and will enter the email address for delivery, up to an unlimited number. Also, you will select the format in which you want the reports, i.e., Microsoft Excel, HTML, tab-delimited text file, or fixed-width text file. Once the form is complete, our server will run the report and send the email with an attachment in the requested format. Our web-based reporting tool delivers 95% of all reports within 5 minutes.

SHI would look forward to the opportunity to demonstrate the full capabilities of this site to the Region 4 ESC.

xiv. Describe the Offeror's safety record.

SHI Response:

Per Q&A - Not applicable to this RFP.

xv. Provide any additional information relevant to this section.

SHI Response:

Not applicable.

APPENDIX D, EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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.

Appendix D, Exhibit A - 3.0 SUPPLIER RESPONSE

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

3.1 Company

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

SHI Response:

SHI Government Solutions (SHI) welcomes the opportunity for partnership with OMNIA Partners as we deliver the following proposal in response to your invitation to secure a provider for the Contract for Total Cloud Solutions and Services. As a total IT solutions provider and a value-added reseller, SHI is best and specifically qualified to meet the ongoing needs of OMNIA Partners, evidenced by our dedication to procuring top holistic IT solutions and partnerships, and our commitment to understanding the specific needs and requirements of our Texas government and education customers.

In 1999, SHI International Corp. dedicated a subsidiary sales force division to government and education sales. The new company, SHI Government Solutions, is incorporated in the state of Texas with its principal place of business in Austin. All state of Texas government and education contracts were assigned to SHI Government Solutions.

SHI International Corp., and subsequently **SHI Government Solutions,** has been a contract vendor for the state of Texas since 1994. Over our 27-year history supporting Texas public sector customers, we have consistently transacted business with education and government organizations throughout the Lone Star State including state agencies, local government, K-12, and higher education.

SHI offers custom IT solutions for every aspect of your environment from software and hardware procurement to deployment planning, configuration, data center optimization, mobility, and IT asset management. SHI offers next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by the leading manufacturers, publishers, and providers in the industry.

SHI has sustained consistent growth in not only our business, but also the expansion of our regional sales teams. Our success has stemmed from outstanding customer support through dedicated account teams, constant development of service and support enhancements, strong partnerships with industry leading manufacturers, and a company-wide determination to be the best in the industry.

> "Because SHI Government Solutions is affiliated with UT supply chain, we can be confident that we are receiving the best value for products/services."
>
> **IT Administrative Specialist**
> UT Tyler

Achievement to us is tallied primarily by the strength and endurance of our partnerships with organizations like yours. The success of our relationship with OMNIA Partners be founded upon three key principles:

- Our proven ability as a holistic IT solution provider to supply OMNIA Partners with an unsurpassed catalog of hardware peripherals, software, and services.
- Our commitment to innovation, cost-reduction, and proactive customer service for OMNIA Partners.
- Our dedication to proactive communication and building relationships with representatives of OMNIA Partners at every opportunity.

We have focused our partnership with the fundamental purpose of improving processes throughout the Contract. Our approach to continuous advancement and innovation is demonstrated in SHI's robust web portal, which provides order processing and asset management reporting.

With more than $380 million of technology products and related services sold to Texas government and education customers in 2021, SHI is a reliable and experienced IT solutions vendor to customers throughout Texas. Boasting the largest field sales team in Texas, we are confident that we are uniquely positioned to help OMNIA Partners focus on meeting their evolving technology needs.

SHI's proposal incorporates our values and mission to deliver a high quality and high value service and support model for this contract and those using the contract. As you will see in Tab 3 – 3.3 G Marketing and Sales, SHI supports the state of Texas using an extensive team of local account executives and technical and licensing specialists, all of whom are proficient in supporting education customers. Our dedicated field account executives live and work in geographically concentrated territories, tailoring marketing and selling strategies for their customers. Our localized presence allows us to deliver products and services employing both the benefits of SHI's broad partnership network and our incomparable customer-centric approach. With SHI as your partner, you can trust in more meaningful account oversight and a guarantee that we are effectively collaborating with all geographies throughout Texas and with OMNIA Partners at a local level.

Our proposal responds directly to the prompts and requirements within OMNIA Partners request for proposal and validates how SHI is uniquely qualified to receive the position as the preferred supplier for the Total Cloud Solutions and Services proposal. With an engagement plan and

customer support services designed to enhance OMNIA Partners' current productivity and allow for better delivery of services to the staff and students of OMNIA Partners. SHI is poised to provide the OMNIA Partners and its affiliates with business continuity, improved services, and modern innovations. Our success is based on a foundation of customer centricity, accessibility, and consistency. We are pleased to present this proposal to you, and pledge to collaborate with you with integrity, transparency, and success – from products to partnership and at every step along the way.

Demonstratable Success

We thoroughly understand the business nuances, intricacies and contract management requirements articulated within the RFP, and we will ensure continued, determined success. The greatest strength we offer is the profound experience and dedication of our SHI team. We are eager to employ our vision forward to provide continued solutions for identifying and leveraging innovations that benefit all OMNIA Partners, and we've included concepts in our response that detail many of those modernizations. SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their specific needs and concerns – and OMNIA Partners will receive devoted attention from our local team members who call Texas home.

Expert Partnership

SHI is committed to providing the most advantageous pricing models and the most exceptional value; we recognize that our role as your partner is to support OMNIA Partners, providing expert best practices to keep your IT resources safe, secure, and operational: 24 hours a day, 365 days a year. As an OEM-neutral partner, we will take pride in helping you optimize your cloud solutions and services investment to create streamlined and efficient processes and aggregate your purchasing power to obtain the best pricing available.

SHI is recognized as a leading partner for all major Cloud Provider platforms, with the expertise and certifications to prove it. The mission of our cloud specialists has been to help organizations like yours choose the right platform strategy for their unique needs, creating highly tailored solutions that build on the individual strengths of platforms and technologies. Our success is shown through our cloud partners awarding us with recognitions and certificates that demonstrate our knowledge and ability to migrate, optimize, and modernize our customers cloud infrastructure.

Quality and Commitment

We currently hold several state of Texas and Texas-based cooperative contracts and maintain successful partnerships with customers in every vertical: state government, local government, education (K-12 and higher ed), and healthcare. Through these often-complex contracts, we build connections to partner closely with each entity and dive deeply into the infrastructure, procurement, and regulation obstacles that they face. We provide our customers with complete, end-to-end lifecycle management by combining the abilities of our experienced field sales team, local technical resources, internal presales technical resources, and our widespread partner network.

SHI continues to adapt and grow with the ever-progressing IT industry, ensuring our customers have reliable, consistent, functional hardware and software – and technology services – regardless of circumstance. Now in our 23rd year of business, we specialize in results that are customized to our clients, including providing educational technology, grants support, and services that substantiate the expressed needs and requirements within this RFP. We are committed to providing OMNIA Partners with comprehensive and complete IT solutions.

At SHI, we measure our success not just by the bottom-line numbers on our spreadsheets, but by the quality of our relationships. We understand that our growing success stems directly from our purpose – to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for decades to come as an industry leader.

> "As I have been thinking back on this from last year, I know we were faced with extra challenges, which makes it even more laudable that y'all (SHI-GS) were able to successfully navigate the large deployment volume given the newness of COVID-19.
>
> **THERE WAS LOTS OF COMMUNICATION, TRANSPARENCY, AND RESPONSIVENESS.**
> If one person on your team was not available, I was able to get what I needed answered/taken care of from someone else.
>
> **SHI HELPED TO MAKE AN EXTRA STRESSFUL AND STRANGE TIME A LITTLE MORE BEARABLE ...**
> I would definitely recommend working with you again in the future."
>
> **Connie DiVincenzo**
> UT Austin, Administrative Services Officer III
> Financial and Business Services

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

SHI Response:

SHI-GS – 25 Account Executives and 22 tele-sales specialists.

SHI International – 165 Account Executives and 175 tele-sales specialists.

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

SHI Response:

SHI supports clients from its Somerset, N.J. world headquarters and over 35+ global offices throughout the U.S., Canada, the U.K., Ireland, France, Hong Kong, Singapore and most recently, Australia. SHI's goal is to foster long-term, mutually beneficial relationships with its customers and partners daily. SHI's strategic footprint grants global scale and local reach, allowing us to be both responsive and proactive when delivering a complete solution to our customers. 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 is an $12 Billion company with over 5,000+ employees. Please see the list below, which represents our global locations. In addition to the sites listed, SHI plans to expand our global footprint during 2021 to Germany and the Netherlands.

SHI partners with our major distributors to provide efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.

To further support our customers need for reliable stock, SHI is proud of our abundant and broad community of distributors and partners, and 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. For every customer transaction, we source from the supplier with

inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.

SHI Government Solutions' headquarters is: 3828 Pecana Trail, Austin, Texas 78749.

SHI International Corp.'s headquarters is: 290 Davidson Avenue, Somerset, New Jersey 08873.

D. Annual sales for the three previous fiscal years.

SHI Response:

SHI-GS:

- 2021: $380 million
- 2020: $435 million
- 2019: $345 million

SHI International:

- 2021: $12 billion
- 2020: 11.1 billion
- 2019: $10.7 billion

a. Submit FEIN and Dunn & Bradstreet report.

SHI Response:

SHI Government Solutions Federal ID is 22-3695478.

SHI Government Solutions DUNS number is 14-724-3096

D&B Finance Analytics

LIVE REPORT

SHI/GOVERNMENT SOLUTIONS, INC.

D-U-N-S Number: 14-724-3096

Phone: +1 512-634-8100

Address: 3828 Pecana Trl, Moved From: 1301 St Mo-pac Expy Ste 375, Austin, Tx,Austin, TX, 78749, United States Of America

Endorsement:keith_markowski@shi.com

Summary

KEY DATA ELEMENTS

KDE Name	Current Status	Details
D&B® Paydex® Norm	77	
Credit Limit - D&B Conservative	20,000.00	Based on profiles of other similar companies.
Credit Limit - D&B Aggressive	35,000.00	Based on profiles of other similar companies.
Delinquency Score Class	2	Low to Moderate Risk of severe payment delinquency
Delinquency Score Raw	576	Low to Moderate Risk of severe payment delinquency.
PAYDEX®	55	26 days beyond terms
Delinquency Score	89	Low to Moderate Risk of severe payment delinquency.
Failure Score	20	Moderate to High Risk of severe financial stress.
D&B Viability Rating	5 7 8 G	View More Details
Bankruptcy Found	N	
D&B Rating	--	Unavailable.

ALL ACCOUNTS

Totals	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due
-	-	-	-	-

Account Level Detail

Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due

No data found

E. Describe any green or environmental initiatives or policies.

SHI Response:

As a reseller and not a manufacturer, SHI naturally has a low impact on the environment. However, we are always mindful of the environment and work to reduce any damaging effects from our organization while protecting our staff's safety and well-being.

Preserving the environment and fostering a sustainable future are crucial principles of our overall business strategy. Incorporating environmentally-friendly initiatives — whether internally or alongside our partners — minimizes the amount of yearly technology waste and maximizes our impact toward a greener planet.

Our environmental initiatives focus on four areas:

- Sustainable Solutions
- Securing Green Products
- Resource Usage and Efficiency
- Employee Awareness

SHI's Sustainability Solutions

As a solutions provider and technology advisor, we are here to help you reduce, reuse, and recycle technology assets through our various eco-friendly solutions. Sustainability is a crucial part of SHI's overall business strategy.

Driven by the issues of rising energy costs, asset disposal, Restriction of Hazardous Substances (RoHS), and government regulations to reduce carbon footprint, SHI understands that "Green IT" in the data center is as much about business necessity as it is about corporate social responsibility. SHI recognizes that moving towards a green data center requires going beyond the data center and adopting a broad approach that drives behavioral changes and technology improvements. Providing a vendor-independent approach to data center efficiency, SHI is available to help our customers with the many questions and challenges faced in today's data centers - from asset disposal to data center design.

Incorporating environmentally friendly initiatives into our business strategy helps us protect the planet and reduce IT hardware waste each year. In support of "Green IT," SHI's sustainable solutions include Asset Recovery, Asset Disposal, E-Waste Recycling, Hardware Redeployment, Hardware Remarketing, and leveraging Cloud and Data Center Solutions to reduce carbon emissions derived from physical IT infrastructure. We have also recently added a Carbon Neutral IT Asset Disposition (ITAD) program detailed below.

The outline below are sustainable solutions that SHI can implement for your organization:

- Asset Recovery – We pick up your old equipment, take inventory of what's still usable, and report our findings back to you.
- E-Waste Recycling – We hold multiple recycling events so you can quickly and properly dispose of unwanted devices.
- Hardware Remarket – We put your hardware back on the market if you cannot or choose not to reuse it.

- Asset Disposal – We work with partners to ensure your old hardware is recycled correctly.
- Hardware Redeployment – We determine if your equipment is eligible for reuse and keep stock in our warehouse that you can redeploy at any time.
- Cloud and Data Center Solutions – A study commissioned by AWS and conducted by 451 Research shows that enterprises can reduce their carbon footprint by up to 88% by leveraging the cloud. SHI has the expertise and people to help our customers get to the cloud smartly and take advantage of this and other cloud computing benefits.
- IT Asset Disposition Program – The CO2Neutral™ Program is a practical, cost-saving option for businesses and organizations to receive top dollar cash and carbon credits for their aging and unwanted IT assets. For more information about our Carbon Neutral program, please contact AssetRecoveryServices@shi.com.

To learn more about SHI's sustainable solutions, please visit our website: IT Sustainability.

Securing Green Products

SHI has access to manufacturer product lines across all key solution groups and can source products with environmental certifications such as Energy Star and EPEAT. SHI will work on the customer's behalf to identify products with these certifications from our major OEMs.

Resource Usage and Efficiency

SHI's policy is to operate its business as an excellent environmental citizen committed to managing resources and concern for our environment's well-being. While SHI is not a manufacturer of the products we sell, we are not ignorant of its impact on the environment. We have no fumes, wastewater, or electromagnetic discharge coming from our facility.

Energy Efficiency

SHI's goal is to consume less energy and reduce our environmental impact. Our goal is to reduce our power consumption by 1% per year. We take action through:

- Monitoring power consumption
- Utilizing advanced energy-saving systems such as automatic lights and energy-saving computer monitors.
- Use of materials from renewable resources, non-toxic materials, and recyclable items
- Installing timers on facility lighting to reduce electrical consumption

Waste Minimization

SHI encourages individual responsibility and supports waste minimization in the following ways:

- Striving to reduce paper consumption by 1% per year
- Monitoring the purchase of cut sheet paper
- Establishing a goal of 100% for recycling paper, plastics, glass, and cardboard
- Comply with county and municipal recycling regulations by recycling paper, glass, plastic, batteries, and cardboard.
- Recycle toner, computers, and other office equipment according to EPA guidelines
- Providing recycling facilities for paper, printer toners, etc.
- Supporting double-sided printing and photocopying
- Using proper disposal or recycling of IT and electronic equipment per local regulations
- Using appropriately licensed organizations to remove special waste (such as defective monitors or neon tubes).
- Donating IT assets to those who would not otherwise have access

Carbon Neutral

SHI's Carbon Neutral program offers customers incentive to support green initiatives because customers now have the option to trade their aging or unwanted IT assets for cash or Carbon Credits. To participate, customers will first contact SHI to identify the End-of-First-Life™ technology requiring disposal, and SHI will provide an appraisal detailing what the assets are worth. If the customer accepts the offer, Carbon Neutral will securely pick-up and transport the IT assets to an ISO-Certified processing facility where the assets are audited, tested, de-branded, and wiped clean in accordance with National Institute of Standards and Technology 800-88 Guidelines for Media Sanitation. Lastly, these securely sanitized assets can be turned into cash by selling into established markets, or customers can opt to receive Carbon Credits.

Water Efficiency

SHI has installed water-efficient plumbing fixtures, which reduces water usage by 40%.

Greenhouse Gas Emissions

Our goal to reduce Scope 2 greenhouse gas emissions is a 1% reduction per year since our power consumption goal and Scope 2 greenhouse gas goal are directly linked.

Employee Awareness

SHI maintains our employees' awareness of SHI's commitment to reduce our environmental impact and limit our carbon footprint.

SHI's vow to sustainability extends beyond our organization as we look to raise awareness of sustainable practices with our customers and assist in their environmental initiatives. To help our customers maintaining environmentally friendly practices, SHI offers asset disposal and recycling programs to ensure the safe disposal of computers and office equipment. These programs are customizable to complement the customer's initiatives while upholding EPA guidelines and regulations. Equipment will be redeployed within an end customer's organization, donated to a

recognized charitable organization, recycled to the fullest extent possible, or disposed of per EPA regulations.

Furthermore, SHI promotes sustainable practices for our staff and focuses on increasing employee awareness of environmental initiatives. SHI encourages employees to carpool and work from home offices when possible and has further reduced the travel-related environmental impact of our staff by promoting:

- Teleconferencing and other collaborative working tools to limit the number of business trips
- A Work-from-Home policy, when possible
- Flexible working hours
- Use of public transportation

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.

SHI Response:

In 2004, SHI launched an executive initiative to increase SHI International Corp's presence in the minority business community and established a diversity business development program. An executive-level position was created to meet our customers' expectations for SHI's participation in their M/WBE development and 2nd Tier programs. SHI is the only M/WBE that maintains a fully staffed team dedicated to supplier diversity matters for our clients and vendor partners.

Why are diverse suppliers an essential part of SHI's mission statement and philosophy? The answer is simple. SHI sees diverse suppliers as the cornerstone of our organization's success, helping us in an exemplary fashion consciously source our products and services while maintaining profits, growing customers, improving the economy, and encouraging innovation.

Our team manages and distributes just over 200 diversity spend reports to our clients today. SHI continues to increase the number of diverse suppliers in SHI's Managed Partner Network, which our internal operational requirements alongside accommodating our clients to meet their specific governmental, educational and corporate diversity goals. Also, SHI annually sponsors and supports a little over 50 supplier diversity-related events annually, including corporate client-sponsored events that value diversity spends opportunities across the country. SHI is a Corporate Plus member and a sustaining annual contributor to the Business Consortium Fund of the NMSDC.

SHI's Diversity Team

SHI's Diversity Team seeks to enhance business opportunities with companies whose corporate objectives include supplier diversity. As a minority-owned (MBE) and woman-owned (WBE) enterprise, SHI is the country's largest MWBE provider of information technology products and services. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet SHI product requirements and operational needs. Our Diversity Team brings broader, fresh ideas and new perspectives to the table for the good of everyone.

MBE Partner Network and Initiatives

SHI has an active program to recruit minority, women, veterans, and disabled/small disadvantaged/HUB zone-owned businesses as "Go-To" partners for both SHI internal services and Client Services requests. This program's success is coupled with an executed Partner Teaming Agreement with minorities, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses. We actively mentor several groups seeking to promote them internally and to other SHI customers. To date, these businesses have gained entrée into several of SHI customers as a direct result of SHI's referral. Our diversity team engages our Director of Partner Network to attended supplier diversity events with the sole purpose of recruiting additional "Go-To" minority-owned businesses.

Tier II Program

The growth, development, and mentoring of minority, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses is a commitment SHI regards as crucial to our significant client's continued success. Capturing and retaining our clients' loyalty that value diversity spend is an integral part of our professional services strategy and mutual benefit. As a Large M/WBE, we continue to grow an effective Tier II program by accessing our Services Partner database utilizing qualified certified minority, women, veteran, and disabled/small disadvantaged/HUB Zone-owned businesses complements our major clients' overall supplier diversity program today.

SHI plays a key role as a Primary vendor or Tier I supplier to many of our major business segment clients today. We provide Tier I quarterly reports to 200+ clients today. By customer request, we also offer Tier II reporting where the totals reflect a direct link to our customer procuring professional services through a subcontract arrangement that is directly tied to the client's performed service.

SHI understands there is value along with a continued commitment on your organization's part to help increase your Tier II spend with minority, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses. In support of this commitment, SHI International collaborates with these diverse businesses as our sub-service providers to furnish your company when they meet your quality, service, and price standards.

Whether positioned as a prime supplier or a minority / woman-owned supplier, SHI International Corp. provides the same great level of outstanding products, services, and first-class support to our customers. SHI has successfully launched and is committed to growing its diverse business development initiative. We have paired with our Partner Network team to fully engage minority, women, veterans, and disabled/small disadvantaged/HUB zone-owned 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: NY&NJ Minority Supplier Development Council and Women's Business Enterprise Council

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: The Texas Comptroller of Public Accounts

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: _____

THIS CERTIFIES THAT

SHI International Corp.

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **NEW YORK & NEW JERSEY MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 423430; 541519

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

03/02/2022		NY03805
Issued Date		**Certificate Number**
03/31/2023	**Ying McGuire** **NMSDC CEO and President**	
Expiration Date		**Terrence Clark, President & CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

SHI International Corp.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Metro NY, a WBENC Regional Partner Organization.

Certification Granted: February 28, 2013
Expiration Date: February 28, 2023
WBENC National Certification Number: 2005121863

Sandra Eberhard, President & CEO Women's Business Enterprise Council Metro NY

WBEC METRO NY
WOMEN'S BUSINESS ENTERPRISE CENTER

NAICS: 541519, 423430, 541511
UNSPSC: 43000000, 43211500

Great Lakes Women's Business Council · Greater Women's Business Council · Women's Business Council Southwest · Women's Business Development Center · WBEC Greater NW · WBEA · WBEC East · WBEC Florida · WBEC ORV · WBEC Pacific · WBEC South · WBEC West

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	1223695478500
File/Vendor Number:	082075
Approval Date:	21-APR-2020
Scheduled Expiration Date:	21-APR-2024

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SHI GOVERNMENT SOLUTIONS, INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 24-APR-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/19

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.

SHI Response:

SHI International Corp. will provide services that will augment what SHI Government Solutions provides directly in support of Region 4 ESC customers. They have been selected because they have the licenses and certifications required to perform these services and have proven their capabilities and reliability through previous engagements to be valuable partners to SHI.

SHI Government Solutions is a state certified HUB vendor. We have the resources to complete the defined scope of work within this RFP with our own sales team, equipment, supplies and materials. If sub-contracting opportunities are identified at a future date, we will immediately contact the project manager and HUB Coordinator and commit to perform a Good Faith Effort through solicitation of HUB firms and submit an amended HUB Subcontracting Plan.

When searching for a partner for a subcontracting opportunity, we use the Centralized Master Bidders List HUB Directory to search for potential HUB partners. We also participate in local events, such as the State of the State conference and the Texas Association of State Systems for Computing and Communications conference which offer networking opportunities to connect with local HUB vendors.

I. Describe how supplier differentiates itself from its competitors.

SHI Response:

SHI's breadth of offerings is unparalleled in the industry. SHI is committed to providing customers with as many products as possible, from as many publishers as possible. Not all of our competitors are willing to do this, but SHI understands this is a valuable service for our customers. It would be expensive and time consuming for contract users to establish buying relationships directly with a large number of software publishers and hardware manufacturers, and it is our pleasure to fulfill this role for you.

It is important, however, to be aware that not all resellers are willing to accommodate requests for longtail software (software and hardware partners with whom a reseller does very little business and does not have an automated process established). SHI's list of longtail partners is over 10,000 partners, and we have proven our commitment to taking care of our customers' needs in this way over years of service to contract users. We take the time to research, quote, and procure software and hardware that is important to our customers, even when the orders are small, or it is challenging to transact business.

This is unusual in an industry where our competitors will often refuse to quote or process these orders and try to restrict the number of partners they work with. In fact, most of our competitors will not offer longtail publishers at all and restrict their offerings to just a handful of partners. We encourage you to explore this as you endeavor to compare "apples to apples" among offers.

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

SHI Response:

Within the last five years, SHI-GS has not been involved in any investigations or litigation, whether civil or criminal, that are material to its business or financial condition or that pertained to failures in its business relationships, and no such investigation or litigation is currently pending, and SHI-GS has received no claims pertaining to significant contractual failures, whether actual or alleged, and has not entered into any settlement agreements relating thereto.

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.

SHI Response:

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

L. Describe any debarment or suspension actions taken against supplier

SHI Response:

Within the last five years, SHI-GS has not been involved in any investigations or litigation, whether civil or criminal, that are material to its business or financial condition or that pertained to failures in its business relationships, and no such investigation or litigation is currently pending, and SHI-GS has received no claims pertaining to significant contractual failures, whether actual or alleged, and has not entered into any settlement agreements relating thereto.

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.

SHI Response:

One of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing software, hardware, Cloud, and other products. SHI's current catalog includes tens of thousands of hardware, software, and other product partners. Generally, SHI can sell between 75%-100% of our partners' product lines. We typically offer a wide range of services directly or by leveraging our Elite Partner Network's expertise. SHI can provide our customers with full IT solutions, from commodity software and hardware to complete, end-to-end data center solutions. SHI has a diverse partner ecosystem, supporting over 15,000+ unique Publishers and OEMs today. For OEMs that SHI does not do business with today, we can utilize a Letter of Authorization from your organization to onboard new suppliers. SHI will work in coordination with your procurement team as needed to engage these software publishers.

Top Partnerships

SHI has top-tier authorizations and certifications for every major OEM. The table below represents SHI's top 25 partners:

SHI Support Structure

Over the past decade, the requirements for effective IT have transformed. Although there is still a need for commodity products, attention has shifted to a “building solutions” approach to solve customers' needs. In response to this shift and working from our customer-centered foundation, we developed solution-based support teams. The common goals of our support teams are to address our customers' needs, help them acquire the right technology, and facilitate the adoption of that technology into their customers' environment. SHI has technical expertise around our entire portfolio of services and products, ensuring we are able to meet all customers IT needs.

Our support teams include:

- Core Solutions Executive—In order to provide more technical expertise, SHI employs a team of Core Solution Engineers. Our CSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions.
- Advanced Solutions Group—In synchrony with other support teams, SHI’s Advanced Solutions Group (ASG) has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions. ASG's goal is to help customers execute their mission and educate end- users by getting the right technology to the right people at the right time.
- SHI Training—Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our SHI Training team complements our other services seamlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our SHI Training team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology.
- Software and Hardware Partner Support Organizations—SHI has the largest team of Hardware, Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award-winning team of Software and Licensing Specialists is available to assist customers with selecting licensing programs, executing agreements, and supporting the agreement lifecycle. Today, SHI also has dedicated teams that support over 100 Strategic and Emerging Technology Partners.

Subject Matter Experts

Specializing in IT solutions that fit precisely with our customers' needs, SHI offers robust technical advice and support through product selection and options analysis. SHI offers custom solutions and services for every aspect of an IT environment, from software and hardware procurement to deployment planning, configuration, cloud and data center optimization, networking, mobility, and IT asset management. Through our large support team of 500 pre-sales technical support that comprises SHI's Software Licensing and Hardware and Advance Solutions departments, SHI has the expertise to help our customers identify best-fit products. No other IT products reseller provides as extensive an internal support organization dedicated to providing superior customer support.

Technical pre-sales resources support categories such as:

In addition to the partner support associated with these categories outlined above, SHI has an Emerging Partners Team. They are constantly reviewing new technologies and new OEMs to offer to our customers, including a Cloud Partners Team that concentrates on specific cloud technologies. SHI has OEM Support Teams, technical resources, and relationships with manufacturers to assist your organization with your specific needs concerning emerging technologies and new solution sets. SHI has quarterly meetings with Gartner and IDC to stay abreast of the latest and best technologies. SHI works closely with each OEM to provide new products as soon as they are available. Your organization can pre-order new products through SHI yet to be released to get them as soon as they come to market. SHI's Solutions Teams and Product Specialists will alert your Account Team of the newest and most cutting-edge technologies to make them available to your organization.

Professional Services

Whether it's streamlining the business of IT with innovative eProcurement, fulfillment and IT asset management solutions, helping you build hybrid data center and storage solutions, securing your growing diversity of data and assets or building a truly collaborative digital workplace, SHI has got your back at every stage of the technology lifecycle.

Regardless of your needs, our experts are ready to help you select, deploy and manage the very best solutions that our partners have to offer, complemented with a growing portfolio of SHI consultancy and managed services.

Our Professional Services team is vendor-neutral and uses its range of experience to help tailor conversations optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with deliberate planning, assessments, whiteboarding, proof of concepts, and obtaining demo units.

From product implementation through lifecycle support and asset retirement, SHI offers solutions customized to the unique needs of your environment. Whether you need a single service call or a complex roll-out, SHI will work with you every step of the way to ensure your goals are met on time and within budget. The chart below represents SHI's robust Professional Services portfolio.

Today, we continue to fine-tune our products and services to meet our customers' needs and the ever-changing technology landscape. Our catalog of products continues to grow and change in response to technological demands and customer needs. While the following is by no means a comprehensive list of all that we offer our customers, some services and products that we commonly provide include:

SHI Hardware Partnerships

End-User Computing Partners

Barcode Scanning
Honeywell
Zebra*

Mobility Solutions
Android Enterprise Recommended*
Apple Business Manager*
Google Chrome and Workspace*
JAMF*
Microsoft Endpoint Manager*
Microsoft Surface*
Samsung*
Workspace ONE (VMware)*

Carrier Activations
AT&T
T-Mobile/Sprint
Verizon Wireless

AR/VR
HTC
Microsoft
HoloLens*
Reality Labs at Meta*

Displays
Acer*
ASUS
Clear Touch
Dell*
Elo
HP Inc.*
Lenovo*
LG
Microsoft Surface Hub*
Panasonic
Planar
Promethean
Samsung*
Sharp NEC
ViewSonic*
Mounts
Chief Manufacturing
Ergotech
Ergotron
Humanscale
Peerless
Premier Mounts

Memory
Axiom
Kingston*
Micron
Samsung

Projectors
Epson*
Hitachi
InFocus
Optoma
Sharp NEC*
ViewSonic*

Cabling and Accessories
Barco
Belkin*
Black Box
C2G
CODi
Crestron
Griffin Technology
Incipio
Jabra
Kensington
Legrand AV
Logitech
Otter Box
Poly*
StarTech.com
Targus

Data Center Partners

Storage
Cohesity*
DataCore
Dell EMC*
ExaGrid
Hewlett Packard Enterprise* (+ Nimble)
Hitachi Vantara
IBM*
Lenovo*
NetApp*
Nexsan
Oracle*
Overland Storage
Pure Storage*
QNAP
Quantum
Qumulo
Rubrik
Seagate
Synology
Tintri
Western Digital

Networking
AddOn Networks
Arista Networks
AudioCodes
Avaya*
Cisco*
Cradlepoint
ExtraHop Networks
Extreme Networks
(+ Aerohive)
F5 Networks*
Forescout
Gigamon
Hewlett Packard Enterprise*
(+ Aruba)
Juniper Networks
(+ Mist)
Kemp
Lenovo*
NETGEAR
Opengear
Ribbon Communications
Riverbed
Ruckus Wireless
Thales Group
Ubiquiti
Verkada
Yealink
Zoom Video Communications

Converged Infrastructure
Cisco*
Cohesity*
Dell EMC*
Fujitsu
Hitachi Vantara
Hewlett Packard Enterprise*
(SimpliVity + Nimble)
IBM*
Lenovo*
NetApp*
Nutanix*
Oracle*
Supermicro
VMware*

* Dedicated Resources

SHI Software Vendor Partnerships

Strategic Software Partners

Acronis
Adobe
Altair
Arcserve
Attachmate
Autodesk
Bitdefender
Blackberry Cylance
Check Point
Citrix
Commvault
Druva
Erwin
ESET
Forcepoint
Fortinet
IBM
Ivanti
LogRhythm
Malwarebytes
McAfee
Microfocus
Microsoft
MobileIron
Okta
Oracle
Palo Alto
Parallels
Progress Software
Proofpoint
Quest
Rapid7
Red Hat
RSA
SentinelOne
SolarWinds
SonicWall
Sophos
Stealthbits
Symantec
Tableau
Tenable
Thycotic
Trend Micro
Unitrends
Veeam
Veritas
VMware

Cloud-Based Partners			
Amazon Web Services Actifio Alert Logic Bitglass BitTitan Box Carbonite Centrify Cloudflare	Cloudera CrowdStrike Datadog Dialpad Dropbox Dynatrace Fuze HashiCorp INAP/SingleHop	Informatica Infrascale Lightspeed LogMeIn LogicMonitor Lookout Mimecast Nasuni	Netskope OneLogin PagerDuty Qualys RingCentral ServiceNow TBI TeamViewer Zendesk Zerto Zscaler

Emerging Technology Partners			
Absolute Software Accellion AlgoSec AlienVault/AT&T Cybersecurity Alteryx Altova Arctic Wolf Atlassian Barracuda BeyondTrust BitSight Blancco BMC CA Checkmarx Chef Cherwell	Code 42 Cofense Contrast Security Couchbase CyberArk Cybereason Docker DocuSign Elasticsearch Exabeam Extensis FireEye FireMon Globalscape Idera Igel Imperva Infoblox	Infragistics Intel Software Intuit Kaspersky KnowBe4 MongoDB NetMotion Wireless New Relic Nexthink Nitro PDF Nuance/Kofax OpenText Ping Identity PulseSecure Puppet Qlik Redgate Software SAP/Business Objects	Seagull Scientific SecurityScorecard Silobreaker Skybox Security SmartBear Software Sparx Systems Splunk StorageCraft SUSE TechSmith think-cell Tibco Tripwire Tufin Turbonomic Varonis Veracode WatchGuard Zoho Corporation

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.

SHI Response:

Our approach to warehousing consists of relying on our SHI owned and operated warehousing facilities and capabilities as well as leveraging the robust network of our distribution partners. Our ISO certified Integration Center/Warehouses located in Piscataway, NJ are capable of securely storing customers inventory. In addition to warehousing your product standards, these state-of-the-art integration centers offer robust configuration services

To further support need for reliable stock, SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.

In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product.

In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.

Our major distribution centers are located strategically in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA
- Swedesboro, NJ

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 of this pricing.

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.

SHI Response:

Our Public Sector Division has been successfully supporting contracts that represent a broad portfolio of services and products for a range of public entities. Through these contracts, we build deep connections that allow us to partner closely with each organization and dive into the infrastructure, procurement, and compliance parameters they encounter.

In partnership with our 14,000 public sector customers, SHI's Public Sector manages over 500 current contracts, including hardware, software, services, cloud, and some that take a modern approach on technology procurement: allowing for a comprehensive catalog of both products and services. The SHI Public Sector unit made up over $3B of SHI's overall sales last year and was recognized as the #1 business unit. While 2021 was one of the largest growth years, SHI's Public Sector has grown consistently over the last 33 years. This overall growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. Whomever you work with at SHI, whatever location or specialty, however big or small your organization, you'll find that we all have one trait in common: our number one priority is your success.

We remain flexible in our approach to Public Sector and engage customers on an individual basis; we understand that one size does not fit all, and that philosophy is apparent in our service structure. In terms of organization, we have retained a small business feel in order to remain agile for Public Sector. 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.

SHI has access to top-level pricing discounts via our certifications and partner rankings with almost every major OEM. We maintain relationships with many distributors in order to ensure that our pricing is always competitive, allowing you to benefit from the combined buying power of all SHI customers.

For top tier spend with strategic suppliers, SHI leverages our decades-long experience as one of the largest, global software resellers, and calls upon the resources in our award-winning licensing and solutions teams to help customers optimize the key technologies in their IT software portfolio. For those key technologies, including security, storage, mobility, data center and networking, SHI can present customers with a neutral view of the industry, identify the leading technology providers to assist customers with portfolio analysis. SHI shares industry best-practices and trends and will help customers understand the total value and cost of potential changes.

For non-strategic tail spend suppliers, the SHI team will review spend on a quarterly basis to identify areas of overlap among customers' tail spend suppliers, to identify opportunities for contract co-termination, as well as supplier consolidation. For these opportunities, SHI will make recommendations for our customer's consideration as their end-users are likely to be the best source of subject-matter expertise on the technologies for their direct needs. The end-user community can then determine which products meet their requirements, and SHI can assist in contacting the selected suppliers to leverage volume discounting and preferential usage terms as directed by you – the customer.

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

SHI Response:

We maintain relationships with large IT Distributors, as well as smaller, local distributors, and the manufacturers directly, and we leverage our unique distribution model with these distributors to drop ship orders directly to the customers' locations. Our extensive distribution network allows for reduced time to market for our customers with distribution centers located throughout the U.S. SHI will always ship from the location with inventory closest to the customer's shipping address that has the best cost and availability for our customers. Shipments are made Monday through

Friday. Next day and Saturday delivery are available for in-stock items but are subject to a shipping fee and will require that the order be received before a certain cut off time.

Most transactional orders do not have an established on-time delivery guideline against which to measure our average on-time delivery rate. Where SHI has established a Service Level Agreement (SLA) for delivery of product to a customer, we have an average success rate of 98% or higher for meeting the established SLA. We will collaborate with our customers to ensure that we are able to meet your timeline for delivery.

With the exception of custom built or custom configured products, most products are delivered within 2-5 days of being ordered. Pre-configured systems are delivered to the customer on average 1.5 days from receipt of order. Custom PCs and Data Center hardware have longer lead times depending on the manufacturer and product ordered. At the time of quoting and again at order placement, the SHI sales team will inform the end user of the exact delivery timeframe.

On average, across our largest distributors, our fill rate is between 93%-100%. In most cases, where we are not filling orders on time, it is due to constrained items. In these cases, we notify the customer immediately and either source from a different distributor at the same cost to customer, continue to wait, or cancel the order based on what the customer wishes to do.

SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.

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- Fort Worth, TX
- Jonestown, PA
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA
- Swedesboro, NJ

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 of this pricing.

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

SHI Response:

SHI supports clients from its Somerset, N.J. world headquarters and over 35+ global offices throughout the U.S., Canada, the U.K., Ireland, France, Hong Kong, Singapore and most recently, Australia. SHI's goal is to foster long-term, mutually beneficial relationships with its customers and partners daily. SHI's strategic footprint grants global scale and local reach, allowing us to be both responsive and proactive when delivering a complete solution to our customers. 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 is an $12 Billion company with over 5,000+ employees. Please see the list below, which represents our global locations. In addition to the sites listed, SHI plans to expand our global footprint during 2021 to Germany and the Netherlands.

SHI partners with our major distributors to provide efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.

To further support our customers need for reliable stock, SHI is proud of our abundant and broad community of distributors and partners, and 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. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.

3.3 Marketing and Sales

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

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

SHI Response:

SHI was previously an awarded supplier on OMNIA Partners' Information Technology Solutions & Services contract, so we understand how important go to market strategy is to overall success. Our relationship has been tremendously fruitful and mutually beneficial over the last 4 years, and we intend to further grow our affiliation through the addition of this contract vehicle.

Denise Verdicchio, SHI's Sr. Vice President of Public Sector Sales, has been an enormous ambassador for OMNIA since we first partnered two years ago. She will continue to not only sponsor this partnership but will also be an active participant in creating and supporting all marketing plans. Denise, along with the rest of our public sector leadership, is fully committed to the success of this contract. OMNIA Partners and its members will benefit from this personal touch and commitment.

OMNIA Partners will also work closely with Aimee Ballenger, SHI's Director of Contract and Strategy dedicated to public sector contract strategy and implementation. Aimee frequently collaborates with OMNIA for matters pertaining to our existing contract. Her level of engagement has been instrumental to the success of the OMNIA-SHI relationship, and you can expect that level of attention to continue if awarded the Total Cloud Solutions & Services contract.

Ongoing training of our sales force on this contract will be critical to our success. Within one week of award, SHI will organize a call that includes public sector senior leadership, marketing, sales and contract personnel for OMNIA. We will design a plan to:

- Train and enable all SHI public sector field Account Executives and leadership
- Train and enable SHI's SM SLED Inside Account Executives and leadership
- Announce contract strategies
- Facilitate current and prospective member market strategy
- Create ongoing marketing plans

SHI has monthly review calls with OMNIA in relation to our current contract. We'd fully anticipate adding discussions around this new contract to the agenda, if awarded. A healthy contract review will allow us to stay focused, to analyze results for plans and strategies currently in place, to discuss new campaign and marketing ideas, and to review the overall success of the contract.

Since our Account Executives in the field are located all over the country, the most efficient way to conduct training and enablement amongst them is through regional webcasts. There are, on

average, 30 Account Executives per region, so this will allow each call to have a more collaborative feel, while also allowing for in-depth discussion and answers.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

SHI Response:

SHI intends to collaborate with OMNIA Partners to formulate an extensive marketing plan. While our sales teams will be actively promoting this contract with our base of current/prospective customers, our goal is to increase the number of public sector customers that buy through

OMNIA cooperative contracts. We have dedicated resources in place who will market and support growth around our national contracts such as OMNIA. If SHI is awarded, the OMNIA team, alongside Denise and public sector leadership, will work with the following people towards creation and execution of this marketing plan:

Aimee Ballenger, Director of Contract and Strategy

Aimee_Ballenger@shi.com

Amelia Jakubczyk, Senior Capture and Development Manager

Amelia_Jakubczyk@shi.com

We have prepared the below marketing plan but will remain flexible and open to collaboration post award. We are agile and will work quickly to execute the agreed upon plan.

First week:

- Post announcement along with contract details and contact information to https://texas.gs.shi.com/.
- Begin design of co-branded marketing materials including print, electronic, email, and presentations.
- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads.
- Design and implement OMNIA Partners secured website on https://texas.gs.shi.com/ including OMNIA logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to OMNIA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials
- Finalize plans to publish and distribute
- Begin distribution to current and prospective OMNIA members

First 90 days:

- Complete training and enablement for SHI sales force
- Complete publishing and distribution of initial marketing materials
- Analyze initial activity
- Discuss next 90-day plan for marketing

Ongoing:

- Design and publish national and regional advertising in trade publications
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts

SHI participates in hundreds of trade shows, conferences, and meetings across the country. OMNIA has our commitment to participate at specified shows, as well as to look for additional

opportunities to broadcast and promote our partnership. Specifically, SHI will attend, exhibit and participate at the NIGP Annual Forum alongside OMNIA suppliers. We are happy to assist OMNIA in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance.

SHI currently provides seminars and workshops to our public-sector customers across the country. We would be pleased to do the same for National IPA members. In all cases, we would work with you to determine the right topics, venue, timing, and participants. Some examples include:

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with OMNIA as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together public sector IT professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from software volume licensing (Microsoft EA, VMWare ELA) and specific product features, to more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ.

Custom Events - SHI will help OMNIA coordinate any event that they believe will be beneficial to the participating entities.

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.

SHI Response:

SHI realizes that the transition process is essential to OMNIA Partners' success. In order to make the transition smooth, efficient, and effective, the process described may be customized to best meet the each member's specific needs. For now, the SHI team recognizes 6 areas of focus to help ensure that OMNIA's transition is successful:

- Manufacturer Supply and Pricing Agreements
- Product Standards
- Dedicated Account Team and Team Tools
- Custom/Customer Specific Reports
- Order Acknowledgement Customization
- Non e-Procurement Site Implementation: SHI.com

Current cooperative contracts that SHI holds include NASPO ValuePoint, Sourcewell, PACE, TIPS, BuyBoard and NCPA. The relationship we've forged with OMNIA over the past 2 years has

far exceeded anything we've done with these other cooperatives, and OMNIA contracts have become a "go-to" for our public sector sales teams.

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.

SHI Response:

SHI acknowledges and will comply.

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

SHI Response:

OMNIA Partners will benefit from SHI's laser focus on being the best at delivering the products and services your members need. A dedicated approach to our public sector business for the last 20+ years has helped us to create solutions that are specific to the unique needs of state/local government and education customers across the country.

SHI's public sector sales force actively promotes the availability of OMNIA contracts to customers and prospects across the country and will continue to do so under this new contract. With the assistance of our public sector marketing team, all leads that are generated will be followed up on immediately. Any leads that come in, regardless of the source, are uploaded to our CRM database and assigned to an Account Executive. In addition, the lead is attached to a specific lead source so we have the ability to track ROI on various marketing strategies. The AE is then emailed to make them aware that a new lead has been published to them. The AE will document any activity with that customer in CRM. When appropriate, the lead can be transitioned to an opportunity and tracked through close.

SHI agrees that all joint sales materials for this contract will include the OMNIA logo and reference the required information as required by this RFP.

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

SHI Response:

SHI understands and agrees to train our national sales force on the Master Agreement. As discussed previously, our sales leadership will be actively involved in ongoing training over the life of the contract. Training will include key features of the agreement, working knowledge of the solicitation process, awareness of the public agencies that can utilize the agreement and specific information on the benefits of this Master Agreement as opposed to other cooperative contracts available.

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

SHI Response:

OMNIA's primary point of contact with SHI will be:

Amelia Jakubczyk, Senior Capture and Development Manager

Amelia_Jakubczyk@shi.com

If other people are needed to address a situation, Amelia will make connections with the appropriate people and stay involved until resolution.

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.

SHI Response:

Public Sector Team (Nation/Statewide)

Our ethos at SHI stems from our team members, and those team members remain our greatest asset. Everyone on the SHI Account Team is dedicated to providing high quality customer service and support to our customers. Our success begins with our outstanding customer support and has grown with constant development of procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers.

Due to our customers' expanding needs, and our desire to fulfill their needs, SHI has experienced tremendous growth in size and scope. Our organic growth, in combination with over two decades of organizational stability, is a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists, and certified IT services professionals.

In addition to our global Headquarters, located in Somerset, NJ, we have a second large office in Austin, Texas and smaller regional offices located around the country. The majority of our Public Sector Account Executives live and work from their homes, within their territories.

In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:

1) Public Sector Field

2) Public Sector Inside

3) Federal

Public Sector Field

Below is an overview of our public sector regional structure:

The highest-level executive in charge of our sales team is Denise Verdicchio, whose contact information can be seen in the graphic above.

The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Customers in the Public Sector Field are supported by an Account Executive and a dedicated Inside Sales Team.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable for ensuring customer satisfaction, SHI is able to 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.

In addition, SHI believes in regular and transparent communication with our customers. Our Account Executives meet with the participating entities and individual 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 tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives. If awarded, SHI will provide this level of service for all entities that use this contract to procure IT products

Public Sector Inside

Our Public Sector Inside division focuses on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of organizational size. In this case, we have defined small as a K-12 district with 7,500 students or less, a higher education institution with 1,500 students or less, or a city/town with a population of 50,000 or less. These customers often are overlooked by large resellers, though they have the same needs as their larger counterparts. Our SM SLED division, based at our global headquarters in Somerset, New Jersey, consists of 185 (IAEs) who support customers' needs from start to finish. Each IAE is a single point of contact for their customers.

Federal

For our Federal customers, SHI manages each cabinet-level agency (or large System Integrator) with an SHI Account Executive. The Account Executive serves as the primary point of contact and is empowered to negotiate on behalf of the company.

Each Federal Account Executive is supported by a well-qualified and trained inside sales team. Our customers can feel confident that they will receive fast accurate quoting, along with industry distinguished product sourcing, and order processing expertise. The sales team will interact with customers responsible for procuring under this contract and develop a personal understanding of their specific needs. The team is well educated on the methodology, requirements, and SLAs of the contract and provide consistent and efficient support tour customers. Together, this team will be the point of contact for any and all questions and problem resolution. Similar to our other GWAC offerings of similar size and scope, including GSA IT Schedule 70 and SEWP V, our seasoned account management team stands ready to support the mission, spirit, and goals of this contract.

Commitment to all Public Sector Customers

SHI remains nimble in our approach to supporting our customers' IT needs, allowing us to address each customer on an individual basis. We understand that "one size does not fit all" and that philosophy is apparent in our service structure.

We believe our commitment to meeting our customers' needs is demonstrated in our level of success under our public sector contracts nationwide.

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

SHI Response:

SHI has extensive experience administering contracts of this nature and has already worked with OMNIA Partners toward implementation of a major national contract. We take great pride in our ability to administer agreements of this nature to the maximum benefit of the contract users.

SHI's sales team will work in conjunction with the OMNIA sales team to promote the Master Agreement to both existing and prospective participating public agencies. As detailed previously in this response, the SHI sales teams will receive in - depth and ongoing training on the Master Agreement. Public sector leadership will be actively involved in implementing and servicing this agreement. The entire team is committed to growth and success of this contract.

SHI Account Executives will promote this agreement actively within their account base during regular face-to-face meetings and calls with customers and prospects. In addition, we hope to add discussion of this contract to our ongoing joint sales calls with the OMNIA team.

We understand the intricacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each individual customer.

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.

SHI Response:

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with OMNIA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via OMNIA contracts in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts. If SHI is awarded, the following team members will collaborate with the OMNIA team to create and implement the marketing plan:

Aimee Ballenger, Director of Contract and Strategy

Aimee_Ballenger@shi.com

Amelia Jakubczyk, Senior Capture and Development Manager

Amelia_Jakubczyk@shi.com

SHI has already teamed with OMNIA Partners in previous instances where our joint implementation of the national program was a resounding success. We fully expect to continue that trend if awarded on this new contract.

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.

SHI Response:

In 2021, SHI's Public Sector accounted for $3B of SHI's $12 Billion total company revenue and was recognized as the #1 business unit for 2021. The table below is a breakdown of SHI's Public Sector sales by vertical.

2021 Public Sector Verticals	
Vertical	**Revenue**
Federal Government	$82,000,000
Healthcare	$42,000,000
Higher Ed	$475,000,000
K-12 Ed	$386,000,000
Local Government	$983,000,000
State Agencies	$1,154,000,000

Customer revenue and contact information associated with these customers is confidential. SHI would be happy to have a discussion and provide additional details if required.

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.

SHI Response:

When an order is placed through SHI's website, 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 acknowledgement email and can include any and all information required by the customer.

Order Confirmation

Sales order	**S51236870**
Order date	2/11/2020
Customer Account	1009179
Customer PO	DO - 2000004351
Shipping Method	ESD
Customer Reference	
Payment	Net 30 Days

SHI Account Executive Dan Pressley
SHI Account Manager Erik T Ekstrand

Bill To
dtssoftware
STATE OF UTAH
1 STATE OFFICE BLDG, FL 6
ATTN: ACCOUNTS PAYABLE
SALT LAKE CITY, UT 84114
US

Ship To
Department of Technology Services
1 State Office Building
Basement, B108 Attn: DTS Receiving
Salt Lake City, UT 84114
USA
DO - 2000004351/dtssoftware

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
38681687 CMBBNDG01-19/20M TechSmith	Camtasia/Snagit Bundle 2019/2020 - license - 1 user Multiple platforms English ESD Software Contract number: ADSPO16-130651 Sub Contract: MA096 Maintenance From date: 2/11/2020 Maintenance To date: 2/10/2021	1	260.30	260.30

Quote: 18410434

Sales Balance	260.30
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	**260.30**
Currency	**USD**

*** This Is Not An Invoice ***
Thank You for Your Order
The Products offered under this order confirmation are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Page 1 of 1

Once an order is entered, it is then directed to SHI's Purchasing department for processing. This team is responsible for placing the order with the appropriate distributor or manufacturer. All orders are placed within 24 hours of being received. Should there be a change in product delivery time, the sales team will be notified immediately. At that point we will reach out to the end user to discuss options.

If a product is 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 options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user. Assuming there are no delays, the tracking number will be uploaded to the website upon shipping if/when provided by our vendors. In addition, the customer can opt to receive an

advanced shipping notification, which will be emailed automatically upon shipment of the product. See an example of the ASN below:

Shipment Notification

Sent from SHI
Somerset, NJ Office: 1-800-527-6389
www.shi.com

Order Date: 28 May 2014
SHI Order #: S12183345
PO # 15698

Ship To: Parkside Utility Construction
219 Ruth Rd
Harleysville,PA 19438

Delivery Memo: 15698/Lisa Malcolm

Shipment Date: 28-May-14
Ship Via UPS Ground
Tracking # 1ZX717350309365643

SHI Part #	Mfg Part #	Description	Qty Shipped	Qty Ordered
22873569	SHI-TAG-1	Asset Tagging & Reporting (Per 1x Tag) Config/Install SHI CONFIG **Nothing ships for this virtual item**	1	1
27752697	DYCOM-IMAGE-2	Image Install: Dycom - W7PRO Standard Laptop Image Config/Install SHI CONFIG **Nothing ships for this virtual item**	1	1
28786615	J4P16US#ABA	E840g1u74600ujn256fiwcn08ye Us Hardware Hewlett-Packard **SN:CNU420CL6R Asset Tag:A2271455**	1	1

* Thank you for your business! *
* Your order has shipped today. If you have not received your order within one business week, please contact your sales team for order status. *

We want to hear from you. If you have any comments regarding the service that you have received from SHI, please Email our Director of Quality at Quality_Director@shi.com

SHI is able to customize our invoices to meet the needs of individual customers. If awarded, we will work with each customer to add necessary fields to our order entry system so that information will be captured on the invoice as well. A sample invoice is included for you below. Again, this can be customized to meet any requirements necessary.

Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Wire information: Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641964
SWIFT Code: WFBIUS6S
For W-9 Form, www.shi.com/W9

Invoice No. **B09004163**

Invoice date	10/18/2018
Customer number	1105530
Sales order	S48518845

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

SAMPLE INVOICE

Bill To
MO-FSD - Director's Office
615 Howerton Court
Jefferson City, MO 65109
USA

Ship To
FSD Director's Office
615 Howerton Court
Jefferson City, MO 65109
USA
1901952/Jessie Maupin

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/18/2018	Rick Wolters	1901952	FEDEX GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
30074046 1018740-ER Hardware eReplacements	eReplacements projector lamp Hardware Hardware Contract number: CT160910001	2	2	137.09	274.18

Sales Balance	274.18
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	**274.18**
Currency	**USD**

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 simply reach out to their sales team and they will work with our Accounting department to correct.

SHI is able to accommodate sending hard copy invoices, electronic invoices or both. Summary billing is also available. We can accommodate changes to a customer's preference at any time. Invoices will be sent only after the products have been delivered. If chosen for award, we would like to sit down with each OMNIA customer to understand their requirements, typical acceptance procedures and time frames.

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. This includes a wide range of applications. In addition, SHI supports the following Punch-out types:

- Ariba Punchout
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

SHI's order entry, procurement and invoicing systems are all standardized on AX. This allows for seamless process and maximum efficiency from order placement to billing. SHI has a team of AX developers in house to accommodate our various customers' needs.

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").

$_____.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.

SHI Response:

SHI would prefer not to guarantee sales at this time. As a general predicator of potential volume, SHI reported $380M 2021 under our existing OMNIA Partners contract. While the scope of the Online Marketplace contract is more limited, we have full confidence in our ability to generate sales and would be happy to discuss forecasts at further length with OMNIA if awarded.

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.

SHI Response:

We understand that some public agencies will choose to conduct their own formal solicitations even though this Master Agreement is in place. In these cases, SHI will evaluate each situation as it arises. We will do everything we can to ensure that the resulting sales are priced at or below the OMNIA pricing and reported to OMNIA. It is our goal to make this contract as successful and widely used as possible and will not look to steer business away from it, even if the agency chooses to do a formal solicitation. SHI has put forth our most aggressive pricing to OMNIA in this proposal. For this reason, we believe that responding with this pricing will be the most widely used strategy. If a publisher/OEM offers competitive pricing, SHI will pass that pricing along and report those sales to OMNIA. It is highly unlikely for SHI to offer pricing higher than what is in the Master Agreement unless we were using the Master Agreement pricing as a comparison to show the value of this agreement.

APPENDIX D, EXHIBIT F – FEDERAL FUNDS CERTIFICATIONS

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.

Version October 19, 2021

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.

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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 DC 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 DC 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 DC Initials of Authorized Representative of offeror

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(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 DC 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 DC 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 DC 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 DC 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 DC 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 DC 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 DC 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.

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Does offeror agree? YES DC Initials of Authorized Representative of offeror

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 DC 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 DC 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: SHI Government Solutions

Address, City, State, and Zip Code: 3828 Pecana Trail, Austin, TX 78749

Phone Number: (800) 870-6079 Fax Number: (512) 732-0232

Printed Name and Title of Authorized Representative: Dan Calabrese, Proposal Specialist

Email Address: Dan Calabrese@SHI.com

Signature of Authorized Representative: Dan Calabrese Date: May 3, 2022

FEMA

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

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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. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

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 nationalorigin.

(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.

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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 suchworkweek.

(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 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, SHI Government Solutions, 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.

Dan Calabrese

Signature of Contractor's Authorized Official

Dan Calabrese, Proposal Specialist

Name and Title of Contractor's Authorized Official

May 3, 2022

Date

Version October 19, 2021

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. 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.

13. 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.

14. 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.

15. 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."

16. 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."

17. 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: SHI Government Solutions

Address, City, State, and Zip Code: 3828 Pecana Trail, Austin, TX 78749-3559

Phone Number: (800) 870-6079 Fax Number: N/A

Printed Name and Title of Authorized Representative: Stacie Becker, Proposal Manager

Email Address: Stacie_Becker@SHI.com

Signature of Authorized Representative: Dan Calabrese

Date: May 3, 2022 Dan Calabrese on behalf of Stacie Becker

APPENDIX D, EXHIBIT G – NEW JERSEY BUSINESS COMPLIANCE

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

Doc 1 - Ownership Disclosure Form

DOC #1

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: SHI Government Solutions

Organization Address: 3828 Pecana Trail, Austin, TX 78749

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
Thai Lee - 51% KoGuan Leo - 49%	3828 Pecana Trail, Austin, TX 78749

Version October 19, 2021

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
Not Applicable, SHI is a privately held company and does not report to SEC.	

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):	Dan Calabrese	Title:	Proposal Specialist
Signature:	Dan Calabrese	Date:	May 3, 2022

Doc 2 - Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Somerset ss:

I, Dan Calabrese (name of affiant) residing in New Jersey (name of municipality)
in the County of Somerset and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am Proposal Specialist (title or position) of the firm of SHI Government Solutions (name of firm)

_____ the bidder making this Proposal for the bid

entitled Total Cloud 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 OMNIA Partners.

Subscribed and sworn to

before me this day

April 29, 2022

Washington
Notary public of

My Commission expires 10/16/2024

(Seal)

SARAH LEA ST JOHN
Notary Public
State of Washington
Commission # 185062
My Comm. Expires Oct 16, 2024

Dan Calabrese
Signature

Dan Calabrese
(Type or print name of affiant under signature)

Sarah St John, Notary
Sarah St John

Doc 3 - Affirmative Action Affidavit

DOC #3

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

Company Name: SHI Government Solutions

Street: 3828 Pecana Trail

City, State, Zip Code: Austin, TX 78749-3559

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 photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

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 upon receipt from the

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.

May 3, 2022
Date

Dm Calabrese Proposal Specialist
Authorized Signature and Title

on behalf of Stacie Becker, Proposal Manager

Certification 15505

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-FEB-2020 to 15-FEB-2023

SHI INTERNATIONAL, CORP.
290 DAVIDSON AVE.
SOMERSET NJ 08873

ELIZABETH MAHER MUOIO
State Treasurer

DOC #3, continued

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).

Dan Calabrese

Signature of Procurement Agent

SHI's Affirmative/EEO Plan

To comply with the company's policy to employ, retain, promote, terminate, and otherwise treat any and all employees and job applicants on the basis of merit, qualifications, and competence.

- A complete up-to-date Personnel Profile of all employees classified by race, sex, and job classification will be maintained and annual reports will be submitted to the Office of Equal Employment Opportunity and Contract Compliance.
- All employees will be advised at the time of employment and during the HR orientation that SHI is an equal opportunity/affirmative action employer and that hiring, promotion, is based on an individual's qualifications and ability to perform the work.
- A company policy statement outlining SHI's commitment to equal employment opportunity will be posted on SHI's intranet site, MySHI as well as within the Handbook. A detailed policy outlining SHI's commitment to affirmative action will be accessible upon request within the Human Resources department.
- The company has an appointed contact to serve as the equal employment opportunity/affirmative action officer. The EEO/AA is authorized to supply reports and represent this company in all matters regarding this affirmative action plan.
- Officer will be responsible for the following:
    - Implementing all phases of the plan;
    - Conducting quarterly audits of employment practices to ensure nondiscrimination;
    - Yearly instructing supervisor about their responsibility to ensure that minorities are not subject to any type of discriminatory practices or harassment;
    - Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity, this is done via Job posting (MySHI), SHI newsletter, recruiters.
- HR reviews all applicants and the hiring/promoting records with CEO of SHI to audit the increase in the job categories that are available or promotable in the recruitment labor area.
- Training is provided to the degree that the company is reasonably able to undertake as a means of making all job classes available to minorities.

Doc 4 - Political Contribution Disclosure Form

DOC #4

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.

DOC #4, continued

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:	SHI Government Solutions		
Address:	3828 Pecana Trail		
City:	Austin	State: Texas	Zip: 78749

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.

Dan Calabrese	Dan Calabrese	Proposal Specialist
Signature	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
Not applicable			$

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

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: Thai Lee Home Address: 3828 Pecana Trail, Austin, TX 78749-3559	Name: KoGuan Leo Home Address: 3828 Pecana Trail, Austin, TX 78749-3559
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 29th day of April, 2022

(Notary Public)

My Commission expires: 10/16/2024

SARAH LEA ST JOHN
Notary Public
State of Washington
Commission # 185062
My Comm. Expires Oct 16, 2024

Dan Calabrese
(Affiant)

Dan Calabrese, Proposal Specialist
(Print name & title of affiant)

(Corporate Seal)

Doc 6 - Certification of Non-Involvement in Prohibited Activities in Iran

SHI was unable to access this form online.

SHI does not conduct business in the country of Iran.

Doc 7 - New Jersey Business Registration Certificate

12/20/11

Taxpayer Identification# 223-009-648/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
SHI INTERNATIONAL CORP.

TRADE NAME:
SOFTWARE HOUSE

ADDRESS:
290 DAVIDSON AVENUE
SOMERSET NJ 08873

SEQUENCE NUMBER:
0078008

EFFECTIVE DATE:
12/11/89

ISSUANCE DATE:
12/20/11

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC
(04-08) D205848V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Doc 8 – EEOAA Evidence

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: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

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

Name: Dan Calabrese Title: Proposal Specialist

Signature: Dan Calabrese Date: May 3, 2022

Certification 15505

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-FEB-2020 to 15-FEB-2023

SHI INTERNATIONAL, CORP.
290 DAVIDSON AVE.
SOMERSET NJ 08873

ELIZABETH MAHER MUOIO
State Treasurer

Doc 9 – McBride Principles

DOC #9
MCBRIDE-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 #: 22-08 **VENDOR/BIDDER:** SHI Government Solutions

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.

Dan Calabrese
Signature

May 3, 2022
Date

Dan Calabrese, Proposal Specialist
Print Name and Title

TAB 4 – QUALIFICATION AND EXPERIENCE

2.c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

SHI Response:

SHI Government Solutions (SHI) welcomes the opportunity for partnership with the Region 4 Education Service Center (Region 4 ESC) as we deliver the following proposal in response to your invitation to secure a provider for the Contract for Total Cloud Solutions and Services. As a total IT solutions provider and a value-added reseller, SHI is best and specifically qualified to meet the ongoing needs of Region 4 ESC, evidenced by our dedication to procuring top holistic IT solutions and partnerships, and our commitment to understanding the specific needs and requirements of our Texas government and education customers.

In 1999, SHI International Corp. dedicated a subsidiary sales force division to government and education sales. The new company, SHI Government Solutions, is incorporated in the state of Texas with its principal place of business in Austin. All state of Texas government and education contracts were assigned to SHI Government Solutions.

SHI International Corp., and subsequently **SHI Government Solutions,** has been a contract vendor for the state of Texas since 1994. Over our 27-year history supporting Texas public sector customers, we have consistently transacted business with education and government organizations throughout the Lone Star State including state agencies, local government, K-12, and higher education.

SHI offers custom IT solutions for every aspect of your environment from software and hardware procurement to deployment planning, configuration, data center optimization, mobility, and IT asset management. SHI offers next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by the leading manufacturers, publishers, and providers in the industry.

SHI has sustained consistent growth in not only our business, but also the expansion of our regional sales teams. Our success has stemmed from outstanding customer support through dedicated account teams, constant development of service and support enhancements, strong partnerships with industry leading manufacturers, and a company-wide determination to be the best in the industry.

> "Because SHI Government Solutions is affiliated with UT supply chain, we can be confident that we are receiving the best value for products/services."
>
> **IT Administrative Specialist**
> UT Tyler

Achievement to us is tallied primarily by the strength and endurance of our partnerships with organizations like yours. The success of our relationship with Region 4 ESC will be founded upon three key principles:

- Our proven ability as a holistic IT solution provider to supply Region 4 ESC with an unsurpassed catalog of hardware peripherals, software, and services.
- Our commitment to innovation, cost-reduction, and proactive customer service for Region 4 ESC.
- Our dedication to proactive communication and building relationships with representatives of Region 4 ESC at every opportunity.

We have focused our partnership with the fundamental purpose of improving processes throughout the Contract. Our approach to continuous advancement and innovation is demonstrated in SHI's robust web portal, which provides order processing and asset management reporting.

With more than $380 million of technology products and related services sold to Texas government and education customers in 2021, SHI is a reliable and experienced IT solutions vendor to customers throughout Texas. Boasting the largest field sales team in Texas, we are confident that we are uniquely positioned to help Region 4 ESC focus on meeting their evolving technology needs.

SHI's proposal incorporates our values and mission to deliver a high quality and high value service and support model for this contract and those using the contract. As you will see in Tab 3 – 3.3, SHI supports the state of Texas using an extensive team of local account executives and technical and licensing specialists, all of whom are proficient in supporting education customers. Our dedicated field account executives live and work in geographically concentrated territories, tailoring marketing and selling strategies for their customers. Our localized presence allows us to deliver products and services employing both the benefits of SHI's broad partnership network and our incomparable customer-centric approach. With SHI as your partner, you can trust in more meaningful account oversight and a guarantee that we are effectively collaborating with all geographies throughout Texas and with Region 4 ESC at a local level.

Our proposal responds directly to the prompts and requirements within Region 4 ESC request for proposal and validates how SHI is uniquely qualified to receive the position as the preferred supplier for the Total Cloud Solutions and Services proposal. With an engagement plan and customer support services designed to enhance Region 4 ESC's current productivity and allow for better delivery of services to the staff and students of Region 4 ESC. SHI is poised to provide the Region 4 ESC and its affiliates with business continuity, improved services, and modern innovations. Our success is based on a foundation of customer centricity, accessibility, and consistency. We are pleased to present this proposal to you, and pledge to collaborate with you with integrity, transparency, and success – from products to partnership and at every step along the way.

Demonstratable Success

We thoroughly understand the business nuances, intricacies and contract management requirements articulated within the RFP, and we will ensure continued, determined success. The greatest strength we offer is the profound experience and dedication of our SHI team. We are eager to employ our vision forward to provide continued solutions for identifying and leveraging innovations that benefit all Region 4 ESC, and we've included concepts in our response that detail many of those modernizations. SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their specific

needs and concerns – and the Region 4 Education Service Center will receive devoted attention from our local team members who call Texas home.

Expert Partnership

SHI is committed to providing the most advantageous pricing models and the most exceptional value; we recognize that our role as your partner is to support Region 4 Education Service Center, providing expert best practices to keep your IT resources safe, secure, and operational: 24 hours a day, 365 days a year. As an OEM-neutral partner, we will take pride in helping you optimize your cloud solutions and services investment to create streamlined and efficient processes and aggregate your purchasing power to obtain the best pricing available.

SHI is recognized as a leading partner for all major Cloud Provider platforms, with the expertise and certifications to prove it. The mission of our cloud specialists has been to help organizations like yours choose the right platform strategy for their unique needs, creating highly tailored solutions that build on the individual strengths of platforms and technologies. Our success is shown through our cloud partners awarding us with recognitions and certificates that demonstrate our knowledge and ability to migrate, optimize, and modernize our customers cloud infrastructure.

aws partner network
Premier Consulting Partner
MSP Partner
Migration Competency
Well Architected
Storage Competency
Solution Provider

Gold Microsoft Partner | Azure Expert MSP

Google Cloud Partner

VMware Cloud on AWS
Master Services Competency

Quality and Commitment

We currently hold several state of Texas and Texas-based cooperative contracts and maintain successful partnerships with customers in every vertical: state government, local government, education (K-12 and higher ed), and healthcare. Through these often-complex contracts, we build connections to partner closely with each entity and dive deeply into the infrastructure, procurement, and regulation obstacles that they face. We provide our customers with complete, end-to-end lifecycle management by combining the abilities of our experienced field sales team, local technical resources, internal presales technical resources, and our widespread partner network.

SHI continues to adapt and grow with the ever-progressing IT industry, ensuring our customers have reliable, consistent, functional hardware and software – and technology services – regardless of circumstance. Now in our 23rd year of business, we specialize in results that are customized to our clients, including providing educational technology, grants support, and services that substantiate the expressed needs and requirements within this RFP. We are committed to providing the Region 4 Education Service Center with comprehensive and complete IT solutions.

At SHI, we measure our success not just by the bottom-line numbers on our spreadsheets, but by the quality of our relationships. We understand that our growing success stems directly from our purpose – to deliver exceptional value and experience as we help customers select, deploy, and

manage their technology. And our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for decades to come as an industry leader.

> "As I have been thinking back on this from last year, I know we were faced with extra challenges, which makes it even more laudable that y'all (SHI-GS) were able to successfully navigate the large deployment volume given the newness of COVID-19.
>
> **THERE WAS LOTS OF COMMUNICATION, TRANSPARENCY, AND RESPONSIVENESS.**
> If one person on your team was not available, I was able to get what I needed answered/taken care of from someone else.
>
> **SHI HELPED TO MAKE AN EXTRA STRESSFUL AND STRANGE TIME A LITTLE MORE BEARABLE ...**
> I would definitely recommend working with you again in the future."
>
> **Connie DiVincenzo**
> UT Austin, Administrative Services Officer III
> Financial and Business Services

ii. Describe Offeror's reputation in the marketplace.

SHI Response:

Privately held and under the guidance of its current ownership since 1989, SHI is uniquely qualified to support OMNIA's goal of locating reliable service partners to support your robust business. We strive with purpose and passion to provide exceptional value and experience as we help customers select, deploy, and manage technology.

We are unique in both our stability and in the tenure of our executive leaders and team members (many of whom have been dedicated to SHI since its inception). SHI Account Executives support their clients locally from over 30 offices throughout the U.S., Canada, the U.K., France, and Hong Kong; and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.

SHI is proud of the reputation we have established, particularly in the Public Sector, as an organization uniquely capable of understanding and addressing the specific needs and concerns of the IT community. And customers benefit from our high-value solutions that are focused on meeting the distinctive requirements of each customer, while always incorporating opportunities for partnership and innovation.

We provide custom technology solutions for every aspect of customers' 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.

Our infrastructure and integration services provide top-of-the-line solutions supported by leading manufacturers, publishers, and providers in the industry.

iii. Describe Offeror's reputation of products and services in the marketplace.

SHI Response:

The SHI program management team will be gathering information on the overall services engagement to ensure customer satisfaction, including all necessary statistics on services and customer feedback. We collect and use this information for project status/SLA tracking, lessons learned, and customer satisfaction and experience - all with the intent of continuous improvement. We will collaborate with Apple to develop formal survey questionnaires as well as periodic sampling of the overall customer experience with deployments and all other managed services.

SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their specific needs and concerns. We accomplish this through a single-minded focus on customer satisfaction: every SHI employee understands that we are here because of our clients and will remain here only as long as we continue to provide extraordinary customer satisfaction.

In addition, we monitor customer satisfaction through two primary vehicles:

- Customer Feedback—SHI encourages our customers to send emails to our Director of Quality, whose email address is included in most customer communications, including the order acknowledgment. The Director of Quality reports all customer feedback to the Top Managers and Department Managers at SHI. As necessary, she will respond to the customer's comment, will assign a corrective action, and will follow-up with the customer to ensure that the issue has been resolved.
- Customer-specific Satisfaction Surveys—Some SHI customers require that we provide customer satisfaction surveys to their employees. In these instances, SHI creates a customized survey that specific reflects the products and services we provide to that organization. The Dedicated Account Team is responsible for submitting the surveys and the results are sent directly to the Director of Quality.

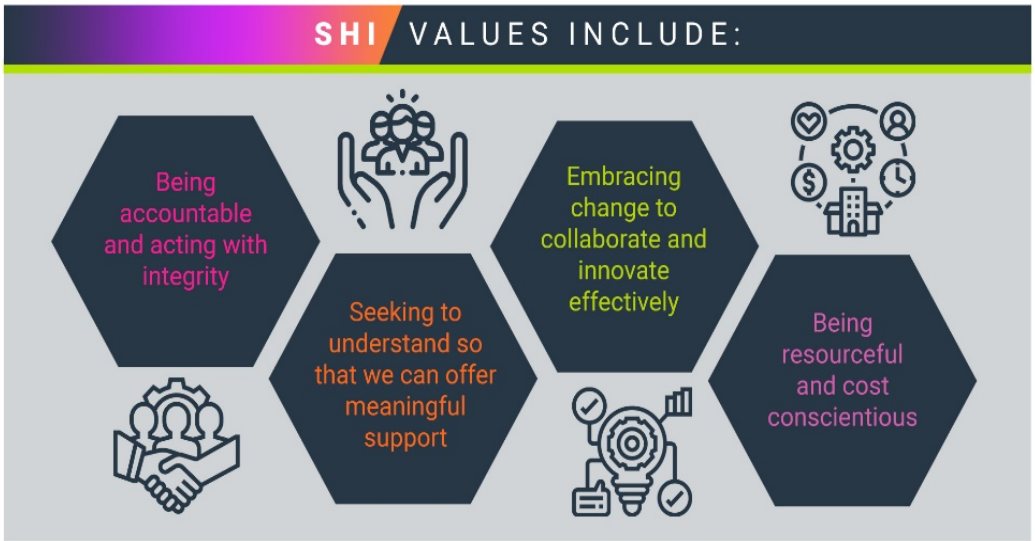
iv. Describe the experience and qualification of key employees.

SHI Response:

SHI is proud to present the account team who will be dedicated to Region 4 ESC and OMNIA Partners. Our primary goal of our field and inside sales teams is to bring value to our customers at every opportunity. Through consistent, transparent communication and providing information on the ever-evolving facets of the IT industry, our experienced account executives and leadership will be there to support Region 4 ESC every step of the way. Our sales force is divided into two teams:

- **Our Field Team** comprised of account executives who understand the needs of their communities and who collaborate to streamline and improve IT procurement.

- **Our Inside Team** comprised of experts who are dedicated to supporting customers with their daily needs. SHI commits to a collaborative process that is customer centric. We maintain robust,



award-winning partnerships with top manufacturers and, in doing so, we can ensure customers get the best products and services, designed specifically for their needs. In fact, our dynamic sales force, software volume licensing experts, hardware procurement specialists, and Certified IT service professionals facilitate not just purchasing, but also strategic evaluation, solutions design, and IT support, always with a specific focus on cost savings for every purchase.

SHI ACCOUNT TEAM — World Class Support

Adrienne Publyski

Vice President, EDU West Public Sector Field Sales, West EDU

There is no denying Adrienne Pubylski's dedication to SHI. Beginning as an Inside Sales Rep for SHI in 1996, she transitioned two years later to an Education Account Executive. After 20 years, Adrienne has worked her way to become Public Sector Vice Present of EDU West.

In her current role, Adrienne supports a dynamic group of District Managers who are eager to bring forth technology solutions that address customers' needs in the K12, Higher Education, and Higher Education/Healthcare arenas.

To ensure a world class customer experience, Adrienne leads her team with the priorities of elevating the needs of our customers more than anything else, and leading with integrity, transparency, and honesty. Adrienne works on covering a variety of perspectives and insights to determine best solutions and works with her team members on building relationships that are mutually beneficial in support of end-users.

Adrienne's dedication to the education sector as well as to her customers is what truly matters to her: "If we are able to help a school district improve the lives of the students that they support, that is tremendously rewarding."

Calling Austin, Texas home for the last 24 years, Adrienne appreciates spending time with her family—especially her nephews, and friends who are a part of her "chosen" family.

To learn more about Adrienne, to view her complete resume, or to connect with her, visit her on LinkedIn.

The South Texas Education branch retains one of SHI's top district sales managers—Dakota Haines. He leads a team of Account Executives who help SHI's education customers select, deploy, and manage technology in a world that is constantly changing. No one can possibly be an expert in all the facets that touch IT, but Dakota and his team help SHI customers bridge the gap in knowledge by connecting and using resources.

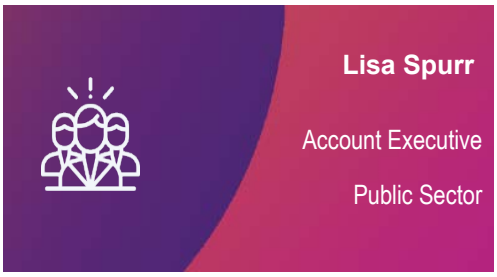
Dakota began his career at SHI as an Inside Account Executive at the corporate office in Austin, Texas. After just a few years of hard work and dedication to SHI customers, he moved into the education vertical as an Account Executive. After two years, he moved into an AE role covering larger, local government accounts in Austin and West Texas for three years before moving back into the education vertical as a district sales manager.

Dakota was born and raised in Austin, Texas, and to this day, could not imagine himself living anywhere else. Along with his unrivaled love for the city of Austin comes a responsibility to support his community. At the start of 2020, Dakota helped alleviate issues around remote access and device shortages in the city of Austin.

To connect with Dakota, or to view his resume, please visit him on LinkedIn.

With more than 12 years in the Public Sector, Amelia Jakubczyk has been helping her customers understand contracts and has built lasting connections with them. SHI's culture allows this to happen naturally to the point where Amelia says her customers feel "more like friends." Joining SHI in 2009, she quickly gained experience and expertise as an Account Executive for Arizona and Nevada SLED and spent nearly a decade supporting state and local governments. Now, Amelia takes on her newest role as the Senior Manager of Capture and Strategy, where she is confident that she has what it takes to build relationships with her customers and "find a path forward." When she's not working, Amelia can be found exploring outdoors in her home state of Colorado. There, she and her family enjoy biking, hiking, skiing, paddle boarding, and "getting off the grid" in their travel trailer to camp.

To learn more about Amelia, or to view her resume, connect with her on LinkedIn.



Lisa Spurr is constantly seeking opportunities to learn and grow. She appreciates that SHI values its employees and fosters these opportunities, which is what first attracted her to the company. In fact, it's that attitude that sets SHI apart for her and "the way people are really helpful and want to do the right thing for our customers and each other."

Lisa has been in the technology industry for over 15 years, but in her current role at SHI as an Account Executive, her focus is on our education customers. She is responsible for understanding her customer's business objectives, priorities, and initiatives so she can align their needs with SHI's products, solutions, and capabilities. Lisa says she feels most rewarded when she is able to solve her customer's problems by prioritizing their individual goals and maximizing company resources.

Residing in the Woodlands, Texas, Lisa enjoys the family-friendly atmosphere of the Houston suburb and can often be found walking and bike riding with her family.

To learn more about Lisa or to view her full resume, connect with her on LinkedIn.

Jaye Romo joined the SHI family in 2020, coming from a nearly 30-year IT career across EMC, Datalink, Presidio, and US Signal. Given his depth of experience and detailed knowledge of the solutions SHI can provide, Jaye leverages his aptitude for logical problem solving to see challenges from opposing points of view to find an innovative and effective solution.

In his current role as Account Executive, Jaye manages the State of Illinois and Cook County. As a resident of Greater Chicago, Jaye is quick to point out that it is not just government he serves, but their clients – the residents of the State of Illinois and Cook County.

To learn more about Jaye and connect with him, check out his LinkedIn.

v. Describe Offeror's experience working with the government sector.

SHI Response:

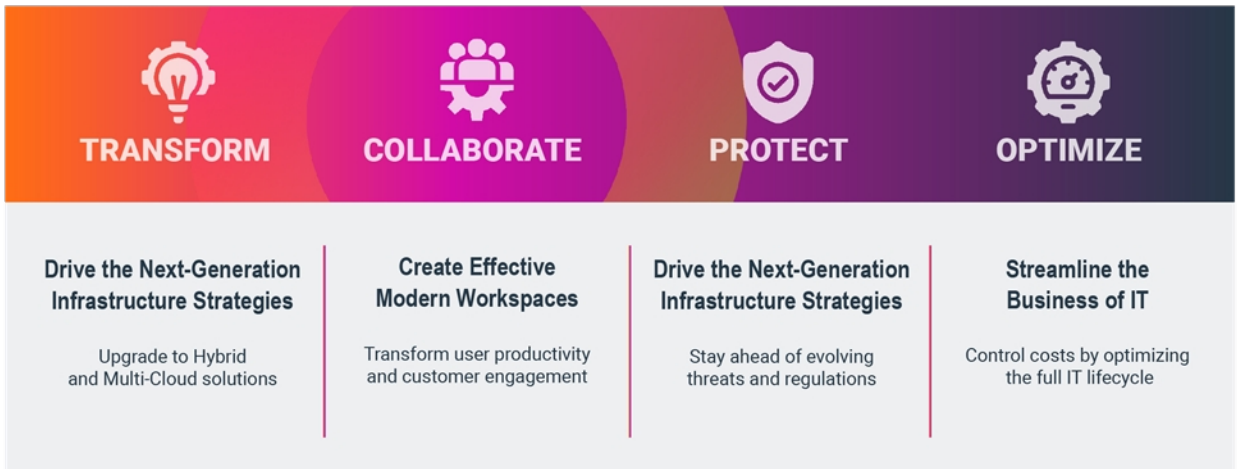
The Government Affairs (G.A.) team is a value-add, internal resource designed to empower the OMNIA Account Team to deliver meaningful and exceptional outcomes. With deep and diverse government knowledge and acumen, the team of Government Affairs professionals helps facilitate grant acquisition and federal funding. It leverages its vast network of I.T. leaders to benefit your end-users and communities, facilitate grants acquisition and federal funding for higher education, and leverages their vast network of IT leaders to benefit your end-users and communities.

Led by Michael Esolda, a former CTO whose career was built upon Professional Development for Teachers and Professional Services for Staff, the Government Affairs team engages with partner organizations to monitor policy trends at all levels of government; attends influential IT industry conferences, collaborates with consultants to identify opportunities; and helps with special, customized projects designed to add value for government customers.

Existing as part of Government Affairs, our Educational Affairs team focuses solely on how technology enhances learning and provides equitable environments for all students and educators. Since 2020, four areas have emerged as vital to a successful learning community:

- Hybrid learning
- Immersive technologies
- esports
- Cybersecurity

With the massive implementation of hybrid learning, the increased use of immersive technologies, and the growing recognition of esports' benefits, comes an influx of new devices that need to be managed – and a growing need for cybersecurity. Technology and education are more inextricable than ever before – and that's not going to change any time soon. Our Educational Affairs team can help OMNIA stay ahead of emerging technologies. Working in tandem with our Professional Training team, we bring tremendous value and support to your initiatives.



Working symbiotically, your SHI Account and Government Affairs Teams will ensure that customers learning environments are transformative; collaborative; protected, and optimized. Our Solutions Specialists augment our strategic teams – including our Professional Training Team – and integrate value with every aspect of your procured technology. For more detailed information on this team, please visit SHI Customer Services.

vi. Describe how your company will assist in educating customers on the distinct difference of IaaS, PaaS and SaaS offerings and responsibilities.

SHI Response:

In collaboration with the specific manufacturer or partner, your **Field Solutions Engineers** are dedicated to the Public Sector and geographically spread across the country, this team's mission is to help customers choose exactly the right technology solutions. FSEs are tightly aligned with our Account Executives to bring maximum value to our customers. This dedicated team is unique in the Public Sector Value-Added Reseller space, and our FSEs help customers compare competing software products and provide valuable technical insights on choosing the right solution for each unique organization. FSEs consult with customers, often helping them to avoid erroneous or superfluous costs. Additionally, they consider organizational skill sets, compatibility with current environment, redundancy, alignment with objectives, and total cost of ownership – all through a vendor-neutral lens. As a specific example, in the

last 12 months, our FSE team and our other sales teams have sourced over 2,000 different manufacturers' products.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

SHI Response:

Within the last five years, SHI has not been involved in any investigations or litigation, whether civil or criminal, that are material to its business or financial condition or that pertained to failures in its business relationships, and no such investigation or litigation is currently pending.

REFERENCES

*viii. Provide a minimum of **5 customer references** relating to the products and services within this RFP within the past three **(3) years.** References should include at least one customer who is:*

a) Using a Microsoft Azure Solution

b) Using an Amazon Web Solution (AWS) Solution

c) Academic/education leveraging a cloud solution

d) Using a PaaS solution

e) Has purchased an IaaS solution

f) Provide any other significant information about your company that is relevant to demonstrating your experience in the cloud marketplace

Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

SHI Response:

Reference 1:

- Entity name: State of Florida
- Contact name: Tony Abid
- Contact title: Senior Systems Engineer
- Contact email: Tony.Abid@dot.state.fl.us
- City, State: Tallahassee, Florida
- Years serviced: 8 Years
- Description of services: Microsoft, Symantec, VMware Contracts
- Annual volume: Approximately $45 million in cloud sales in the last 2 years

Reference 2:

- Entity name: State of Alabama
- Contact name: Roy Case
- Contact phone: 334-206-7000
- Contact email: Roy.case@adph.state.al.us
- City, State: Montgomery, Alabama
- Years serviced: 5 Years
- Description of services: Microsoft, Symantec, VMware Contracts
- Annual volume: Approximately $15 million in cloud sales in the last 2 years

Reference 3:

- Entity name: City of Baltimore
- Contact name: Eric Wildberger
- Contact title: Sr. IT Project Manager
- Contact email: Eric.Wildberger@baltimorecity.gov
- City, State: Baltimore, Maryland
- Years serviced: 2 Years
- Description of services: AWS
- Annual volume: Approximately $12 thousand in cloud sales in the last 2 years

Reference 4:

- Entity name: Commonwealth of Kentucky Office of Technology
- Contact name: Cody Taylor
- Contact phone: 502-584-9879
- Contact email: Cody.Taylor@ky.gov
- City, State: Frankfort, Kentucky
- Years serviced: 9 Years
- Description of services: Microsoft Azure
- Annual volume: Quarterly Billing: $31,648 Office 365 Users: 29000

Reference 5:

- Entity name: Commonwealth of Kentucky Department of Education (KETS)
- Contact name: Melissa Moore
- Contact phone: 502-564-2020
- Contact email: Melissa.Moore@education.ky.gov
- Description of services: Microsoft Azure
- Annual volume: Quarterly Billing: $32,751 Office 365 Users: 1,250,000

ix. Provide any additional information relevant to this section.

SHI Response:

Not Applicable.

TAB 5 – VALUE ADD

2.d) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

SHI Response:

With our extensive experience administering cloud solutions and services contracts, we are confident that we will exceed the requirements of this request. We take pride in our ability to administer to the maximum benefit of the contract users.

When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each contract user. SHI serves as an advocate for the organizations and end-users that Region 4 ESC ultimately serves.

Following are some of the initiatives that SHI takes to maximize the value to all contract users.

Managed Services

Staying on top of technology trends has become increasingly expensive. With our deep understanding of cloud deployment, together with our expertise in cloud-based IT infrastructure, we can design unique solutions that make technology your trusted investment.

Let SHI help your organization—

- Transition to a cloud environment or extend the value of existing IT investment.
- Scale out quickly and affordably by running apps and workloads in the cloud.
- Boost productivity and collaboration with SharePoint Online.
- Work with full versions of Microsoft Office anytime, anywhere, and on virtually any device with Office 365.
- Implement flexible, affordable data backup and disaster recovery solutions by taking advantage of cloud services like Microsoft Azure.
- Safeguard organizational data by integrating enterprise identity management solutions like Active Directory with cloud services.

Security Planning Services

SHI will provide services within a Microsoft Azure Cloud environment to protect against spyware and malware, data interception, identity theft, viruses, and hacking attempts. Standard best practices for security are given priority importance, to include the following:

- Acceptance of industry/organizational standards
- System development and maintenance
- Organizational continuity planning
- Compliance and governance

SHI One Overview

The SHI One Management Platform is a portal for customers to manage both cloud and IT services bought through SHI. It gives customers 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.

SHI One enables customers to perform the following self-services on a single platform:

User Management

Control who can access SHI One by adding, editing, and removing users, assigning their security groups, and granting different levels of user permissions.

Team Management

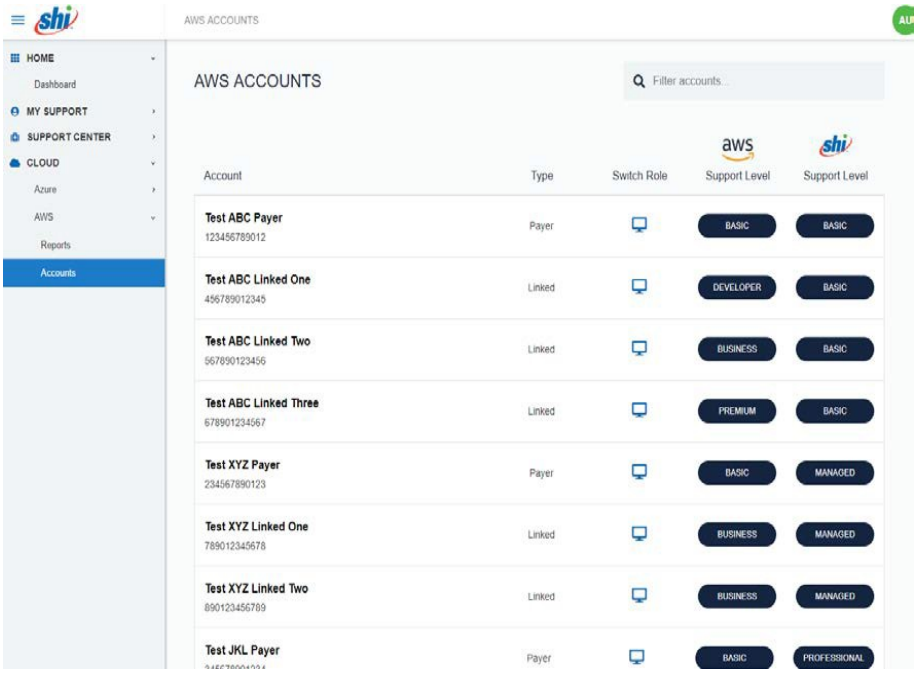
Control which teams can access which contracts and submit technical, billing, or account management tickets.

Invoice History

All Amazon Web Service (AWS), Azure Cloud Service Provider (CSP), and O365 CSP basic, professional, and managed customers can view and send invoices to the requested contact on file.

AWS Account View

Accessed within the SHI One portal, the AWS Account View allows companies to view their AWS Accounts that are resold through SHI, including the level of support provided by SHI and provided by AWS. As an added benefit, Region 4 ESC can view all AWS accounts managed and resold by SHI via a single dashboard. Additionally, you can track the service levels with SHI and associated service levels with AWS.

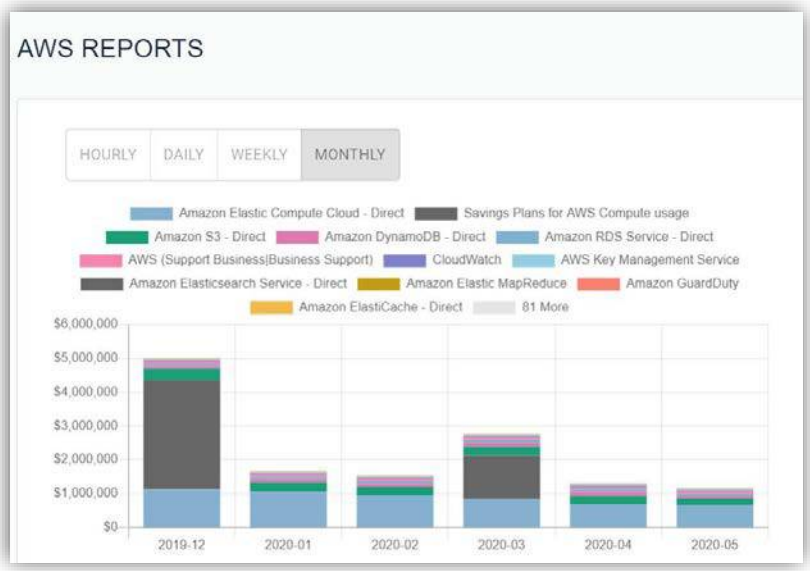


AWS Reporting

AWS Reporting provides views of AWS consumption by hour, day, week, or month.

Benefits—

- View up to 12 months of consumption data
- Group by multiple options, including custom perspectives that SHI can help configure
- Export to excel

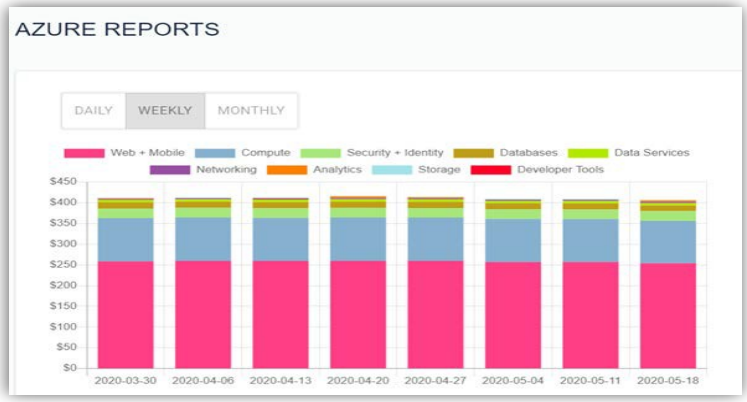


Azure Account View

Accessed within the SHI One portal, the Azure Account View provides a view of Azure consumption by hour, day, week, or month.

Benefits—

- View up to 12 months of consumption data
- Group by multiple options including custom perspectives that SHI can help configure
- Export to excel

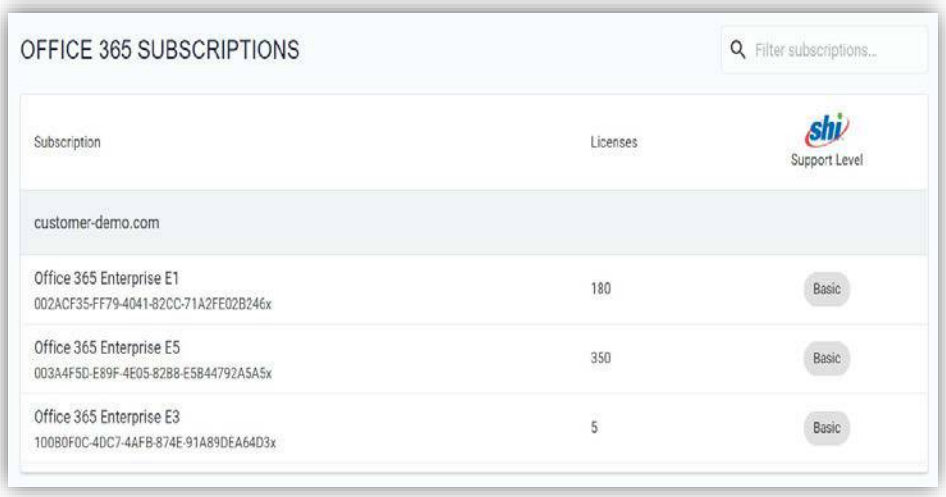


Monitoring

The Monitoring Dashboard shows any alerts in AWS Accounts and Azure Subscriptions, as well as an overview of any alerts within AWS Accounts and Azure Subscriptions, enabling the user to see a list of alerts and drill down further into the alert itself.

O365 Account View

Accessed within the SHI One portal, the O365 Account View allows companies to view their Office 365 subscriptions that are resold through SHI's Cloud Service Provider (CSP) Program, including the level of support provided by SHI. As an added benefit, Region 4 ESC can view all Office 365 subscriptions managed by SHI under the CSP program via a single dashboard. Additionally, you can track the technical support service level purchased with SHI.

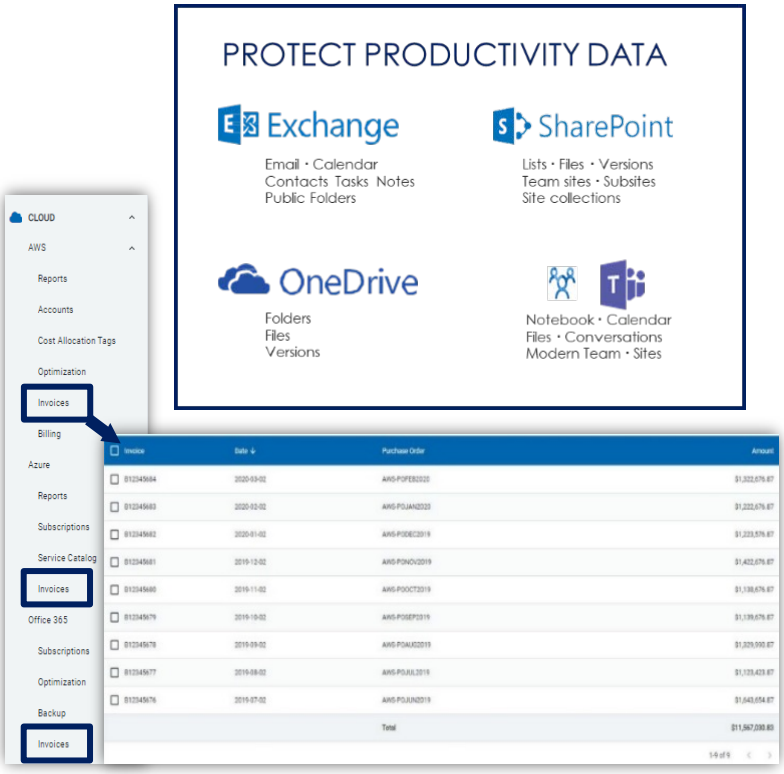


O365 Backup as a Service

The O365 Backup as a Service is a self-service cloud backup solution that protects a company from data loss and enables the customer to restore deleted or corrupted data quickly and easily.

Benefits—

- Customer self-service through the click of a button
- Search for and restore lost data in seconds
- Choose which accounts to back up
- Unlimited back-up
- Digital statement of work (SOW) speeds up the onboarding process
- Cloud-to-cloud backup on Azure – nothing on-premises



Customer Innovation Center

SHI recently established our Customer Innovation Center (CIC) as a vehicle for emerging technologies, advancing industry standards, and – as the name denotes – customer innovations. As part of the CIC, representatives from Region 4 ESC can see, touch, and observe software in both our Showcase Lab, where we house equipment and technology from a wide range of OEMs, and within our Software and Sandbox Lab, where customers can engage with hardware and software specifically designed for use in particular settings like a classroom, administrative office, or data center.

TAB 6 – APPENDIX C - ADDITIONAL REQUIRED DOCUMENTS

Please see the following pages for the completed forms.

- Doc #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- Doc #2 Antitrust Certification Statement (Tex. Government Code § 2155.005)
- Doc #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- Doc #4 Texas Government Code 2270 Verification Form

Doc #1 Region 4 ESC's Open Records Policy

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

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.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☑ 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.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(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 confident 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.)

May 3, 2022
Date

Pam Calabrese Proposal Specialist
Authorized Signature & Title

Doc #2 Antitrust Certification Statement (Tex. Government Code § 2155.005)

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm 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 proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal 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.

Company SHI Government Solutions

Address 3828 Pecana Trail
Austin, TX 78749

Phone (800) 870-6079

Fax n/a

Contact

Dan Calabrese
Signature

Dan Calabrese
Printed Name

Proposal Specialist
Position with Company

Official Authorizing Proposal

Dan Calabrese
Signature

Dan Calabrese
Printed Name

Proposal Specialist
Position with Company

Doc #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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:
2022-878311

Date Filed:
04/26/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SHI Government Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

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.

RFP# 22-08
Total Cloud Solutions and Services

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 Bridget Meyers, and my date of birth is 10/19/1994.

My address is 3828 Pecana Trail (street), Austin (city), TX (state), 78749 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 26th day of April (month), 20 22 (year).

Bridget Meyers
Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.191b5cdc

Doc #4 Texas Government Code 2270 Verification Form

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, Dan Calabrese, as an authorized representative of

SHI Government Solutions, 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.

Dan Calabrese

Signature of Named Authorized Company Representative

May 3, 2022

Date

SUPPORTING DOCUMENTS

ADDENDUM ACKNOWLEDGEMENTS

SHI acknowledges the following addendums:

- Addendum 1
- Addendum 2
- Addendum 3
- Addendum 4

AWS Partner Package

Amazon Web Services Partner Package – US State and Local Government, and Education

Q1 2022

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How to Use this Document

This document contains information on the most frequently requested proposal topics from our Amazon Web Services, Inc. (AWS) Partner Network (APN) Partners. Please reach out to your proposal manager if you need additional information to meet specific request for proposal/quotation/tender, etc. (RFx) requirements.

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1.0 AWS Overview

Amazon has a long history of using a decentralized IT infrastructure. After over a decade of building and running the highly scalable e-commerce website Amazon.com, the company realized that it had developed a core competency in operating massive scale technology infrastructure and data centers. Amazon then embarked on a much broader mission of serving a new customer segment—developers and businesses—with web services customers can use to build sophisticated, scalable applications. Today, Amazon Web Services, Inc. (AWS) is the world's most comprehensive and broadly adopted cloud platform.

Since our inception in 2006, AWS has been an innovator in cloud computing, making over 200 services available to customers. AWS reduces the time and effort required to run existing workloads and provides access to powerful new analytics capabilities, all while meeting the security and privacy requirements that our customers expect. We also work to release new products to customers quickly, then rapidly iterate and improve on those products based on customer feedback. Our continual innovation helps healthcare customers maintain state-of-the-art IT infrastructure without having to make recapitalization investments. AWS currently supports an almost limitless variety of workloads for millions of customers worldwide.

1.1 State and Local Government and Education

The AWS Cloud is uniquely positioned to provide scalable, cost-efficient solutions to the state and local public sector and educational institutions, whether through open data initiatives, public safety modernization, education reform, citizen service improvements, or infrastructure programs. AWS Cloud services can be employed to meet mandates, reduce costs, drive efficiencies, and increase innovation. Over 7,500 government agencies, over 14,000 academic institutions, and over 35,000 nonprofit organizations around the world are already using AWS to address a diverse set of use cases. In addition, 96 percent of R1 Research Institutions are using AWS, and 19 of the top 20 most well-funded U.S. Education Technology startups are using AWS.

What makes AWS a leader for Internet of Things (IoT) for smart cities and digital government?
AWS has been named a leader in worldwide applications platforms for smart cities according to the IDC MarketScape: Worldwide IoT Applications Platforms for Smart Cities 2019–2020 Vendor Assessment (doc # US43580918, January 2020). The report assessed the market landscape on IoT applications platforms for enabling smart cities. According to the IDC MarketScape report, "Given the breadth of solutions and products offered and the interoperability with third-party developers and apps, AWS is a powerful platform for cities capable of handling this rapid pace of innovation and needed custom development work, and AWS offers relative ease for communities to scale for additional functionalities after initial deployment."

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1.2 What You Can Do with AWS

With AWS, you can programmatically provision, monitor, and automate all the components of your cloud environment. AWS offers more than 175 fully featured services, including compute, storage, databases, networking, analytics, machine learning and artificial intelligence, IoT, mobile, security, hybrid, virtual and augmented reality, media, and application development, deployment, and management—all of which are listed at AWS Cloud Products. This makes it faster, easier, and more cost effective to move your existing applications to the cloud and build nearly anything you can imagine.

AWS offerings can be developed and managed by a range of programming languages, governance tools, networking services, and application augmentation services that integrate with other AWS Cloud services. These supporting components have multiple interfaces to AWS application programming interface (API)-based services, including software development kits (SDKs), integrated development environment (IDE) toolkits, and command line tools. AWS tools and features enable you to maintain consistent controls without restricting development velocity.

The following are some of the inventive ways in which the state and local government and educational institutions can use AWS.

1.2.1 State and Local Government

- Health and human services (HHS) agencies can use big data analytics and machine learning on AWS to leverage the information they already have to make well-informed, more confident decisions by building connections that may have otherwise gone unnoticed.
- Justice and public safety customers can use AWS to help them tackle public safety data needs like records management systems, body worn camera solutions, and next generation 911 technology.
- Digital government solutions on AWS can span open data initiatives, traffic analysis, citizen service improvements, and IoT-based smart city projects, such as early flood warning systems, predictive analytics for road maintenance, and efficient trash pickup.
- Elections administrators, political campaigns, and civic organizations can leverage AWS to provide underlying elections infrastructure in a secure, cost-effective, and scalable way.
- Local governments can create data lakes to connect disparate homeless management information system data, potentially revealing patterns that can help care providers rapidly create and tune interventions to the unique needs of groups experiencing homelessness.
- AWS offers a business continuity solution called CloudEndure Disaster Recovery that minimizes downtime and data loss by providing fast, reliable, cloud-based disaster recovery. The solution continuously replicates applications from physical, virtual, or cloud-based infrastructure to a low-cost staging area that is automatically provisioned in any target AWS Region of choice.

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1.2.2 Support for Remote Work and Learning

- Government agencies and educational institutions can quickly set up a cloud-based contact center with Amazon Connect for IT helpdesks and other departments needing to provide inbound and outbound support.
- If you need to deliver personal cloud desktops to support remote work scenarios, you can use Amazon WorkSpaces to provision either Windows or Linux desktops in just a few minutes and quickly scale to provide thousands of desktops to users, anywhere.
- If you need to virtualize computer lab spaces to support online distance learning, you can centrally manage desktops and applications on Amazon AppStream 2.0 and securely deliver them to any computer using a web browser.

1.2.3 Education

- K12 and Primary Education can use AWS for data center migration, student data and analytics, and streamlining district IT operations, among other use cases.
- Higher Education Institutions can support on-demand campus-wide IT management, easily deploy big data solutions, reduce their overall IT costs, and accelerate their research timelines by focusing on science rather than infrastructure.
- Join AWS Educate to access online learning modules for cloud computing to your students and virtual cloud labs to your faculty at no cost.
- EdTechs can use AWS to build and launch solutions that help students learn, with the flexibility and agility needed to experiment.

1.3 Resources for Supporting Customers during COVID-19

AWS provides highly scalable and reliable infrastructure capacity, technical support, and AWS Cloud services to help customers with their research, remote work and learning, and other solutions to address their needs and the effects this is having on communities and businesses. The following are resources that may be helpful to you as you support customers during the pandemic:

AWS-Wide Resources:

- AWS Initiatives and Response to COVID-19

Healthcare Resources:

- Getting Started with a Healthcare Data Lake
- Using Machine Learning to Support Healthcare during a Pandemic
- Building Multilingual SMS Chatbot Campaigns to Support COVID-19 Patients Remotely

Local Government:

- Using the Cloud to Help Labor, Workforce, and Human Services Agencies Cope with Increased Demand for Services
- Optimizing your Call Center to Improve Citizen Services with the Cloud

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- Mission: Addressing Food Insecurity
- How to Use AWS Tools to Build a Data-Driven Return-to-Work Strategy

Education and Research:

- How to Build a Chatbot for your School in Less than an Hour
- Resources for Researchers and Institutions to Work Remotely
- Advice and Resources for Transitioning to Remote Learning, from the AWS Educate Community

2.0 Benefits of Working with the AWS Partner Network (APN)

Amazon Web Services (AWS) recommends the AWS Partner Network (APN) for managed services. APN provides an extensive community of partner companies that offer solutions in areas such as value-added software, developer tools, and consulting expertise to help deploy and manage mission-critical workloads in the AWS Cloud. The APN program provides technical, business, and marketing support for this growing partner community.

- **APN Consulting Partners**: APN Consulting Partners are professional services firms that help customers design, architect, build, migrate, and manage workloads and applications on the AWS Cloud. APN Consulting Partners include System Integrators (SIs), strategic consultancies, agencies, Managed Service Providers (MSPs), and Value-Added Resellers (VARs).
- **APN Technology Partners**: In addition to consulting services, customers can work with APN Technology Partners that provide software solutions that are either hosted on, or integrated with, the AWS Cloud. APN Technology Partners include Independent Software Vendors (ISVs) and vendors for Software as a Service (SaaS), Platform as a Service (PaaS), developer tools, management, and security.

APN has tens of thousands of partners from all across the globe, including partners with solutions and experience in delivering government, education, and nonprofit customer missions around the world. AWS has added more than 35,000 new APN Partners since January 2016. More information on APN, along with a directory of AWS partners, can be found on the AWS Partner Network page.

2.1 Benefits of APN for Customers

Many of our customers work in tandem with APN Consulting Partners and APN Technology Partners in order to leverage their experience in areas such as value-added software, established business applications, developer tools, and consulting expertise. APN provides access to qualified partners that resell AWS Cloud services and/or provide technical services to design, architect, build, migrate, and manage workloads and applications on AWS.

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APN Partners receive several benefits that distinguish them from other vendors and provide them with resources that assist their customers:

- APN Partners have access to training, service information, certifications, and other resources that help them to be experts in the AWS Cloud. These resources, often provided at a discount to qualifying partners, help APN Partners be more competent and confident in the solutions they offer to customers.
- APN Partners have a direct line of access to AWS corporate resources – such as business developers, engineers, Solutions Architects, and more – to help build and enhance solutions that work the best for their customers. This level of support is not normally available to vendors and companies that do not participate in APN.
- APN Partners can attain AWS Competencies based on their specialization in key AWS solution areas. Attainment of an AWS Competency, which requires meeting or exceeding several requirements and passing a rigorous third-party audit of capabilities, is a public indication of the APN Partner's ability to excel in an area of expertise. The AWS Public Sector Partner Program includes partners with solutions and experience in delivering on a combination of government, education, and non-profit customer missions around the world.
- AWS offers the Solution Provider Program – designed for systems integrators, managed service providers, value-added resellers, and other public sector partners – to resell AWS Services as part of a differentiated solution. Under this program, Authorized Solution Providers manage, service, support, and bill AWS accounts for end customers.
  The Solution Provider Program includes a tiered discount structure based on technical capabilities and success in driving a new business. It includes flexible contracting options to help meet unique end customer requirements, and it provides partners with multiple AWS Support models that align with most AWS partner practices.

Visit the Engage with AWS Partners page to learn more about customer success stories with APN Partners, learn more about APN Partner specialties, and search for APN Partners by service, industry, workload, or solution. The APN Journal page provides additional information on how APN Partners are helping customers achieve success in the AWS Cloud.

3.0 Benefits of Cloud Computing

Table 1 highlights the benefits of cloud computing, many of which are unique to the AWS Cloud.

Table 1– Benefits of the Cloud

Benefit of Cloud	Benefit to Customers
Access to more functionality	Cloud computing gives you access a to broad selection of services that make it easier, faster, and more cost-effective to migrate your existing apps to the cloud and build nearly anything you could imagine. AWS has developed the broadest

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	collection of services available from any cloud provider. We have been continually expanding our services to support virtually any cloud workload, and we now have **more than 200 services**. Refer to the 2021 Magic Quadrant for Cloud Infrastructure and Platform Services for a third-party assessment of AWS's broad service offerings.
Scalable applications	Rather than sitting on expensive idle resources or dealing with limited capacity, with cloud computing you can access as much or as little as you need and scale up and down as required with only a few minutes' notice. You can also design your applications to **automatically and rapidly scale resources** (and costs) up or down based on the actual demands on the system.
Increased speed and agility	In a cloud computing environment, new IT resources are only a click away, which means you reduce the time it takes to make those resources available to your developers **from weeks to just minutes**. This results in a dramatic increase in agility for the organization, since the cost and time it takes to experiment and develop is significantly lower. You also have continual access to the newest resources and services to keep your organization on the leading edge.
Parallel fleets	Many customers need to create pre-production, beta, and testing fleets to ensure the quality of their application at each stage of the development lifecycle. These parallel fleets are not always used optimally: expensive hardware may sit unused for long periods of time. In the cloud, you can provision testing fleets as you need them and simulate user traffic during load testing. You can also use parallel fleets as a staging environment for a new production release, enabling **quick switchover** from current production to a new application version with little or no service outages.
Increased pace of innovation	Since our inception, AWS has been an innovator in defining cloud computing by working to get new products to customers quickly, then rapidly iterating and improving on those products **based on customer feedback**. Our continual innovation helps customers maintain state-of-the-art IT infrastructure without having to make recapitalization investments.
Massive economies of scale	AWS's global footprint, efficiencies from automation, and economies of scale allow us to pass savings to you on a continuous basis. We continually focus on reducing our data center hardware costs, improving our operational efficiencies, lowering our power consumption, and passing savings back to customers. As of March 15, 2021, we have **reduced prices 107 times since** AWS launched in 2006. Additionally, we provide **multiple pricing options** that can save you 90% from on-demand rates if you choose to pre-purchase capacity or make use of spare capacity.
Minimal downtime	Cloud computing allows you to easily deploy applications across the country (or even the world), providing higher availability, lower latency, and a better experience at minimal cost. Our infrastructure is designed for physical redundancy and provides resilience, enabling **uninterrupted performance**, even in the event of power outages, internet downtime, floods, and other natural disasters. AWS currently has 6 geographic Regions and 22 Availability Zones throughout the United States. Information on each Region can be found at AWS Global Infrastructure.
Security and compliance	AWS customers obtain greater security in the cloud than is available in traditional data centers. The AWS Cloud infrastructure has been designed and managed in alignment with many regulations, standards, and industry best practices, and AWS manages over **2,500 security controls**. AWS is under a constant state of audit to comply with multiple risk management and compliance regimes, all of which are described on the AWS Compliance page. AWS also offers a suite of services to help you manage security and compliance, including access control, encryption, and threat detection.
Auditability	The message-based interoperability of web services allows customer configuration and use of AWS products to be uniformly logged, monitored, and audited. AWS

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	CloudTrail, for example, allows you to log, continuously monitor, and retain account activity related to actions across your AWS infrastructure—making it **easier for you to demonstrate compliance** with policies or regulatory standards.
Focus on core competencies	The ultimate benefit of the cloud is that customers can spend less time on undifferentiated tasks and **more time focusing on the core competencies** that add value to their organizations.

4.0 Shared Responsibility Model

Because our customers build systems on top of AWS Cloud infrastructure, security and compliance responsibilities are shared between AWS and the customer. This shared responsibility model can help relieve customers' operational burden as AWS operates, manages, and controls the components from the host operating system and virtualization layer down to the physical security of the facilities in which the service operates. Customers—and in some cases, our AWS Partner Network (APN) Partners who work with those customers—control how they architect and secure their applications and data put on the AWS Cloud. AWS provides a wide array of security and compliance services, and customers should carefully consider the services used, integration of those services into their IT environment, and applicable laws and regulations. AWS's shared responsibility/security model is depicted in **Figure 1**.

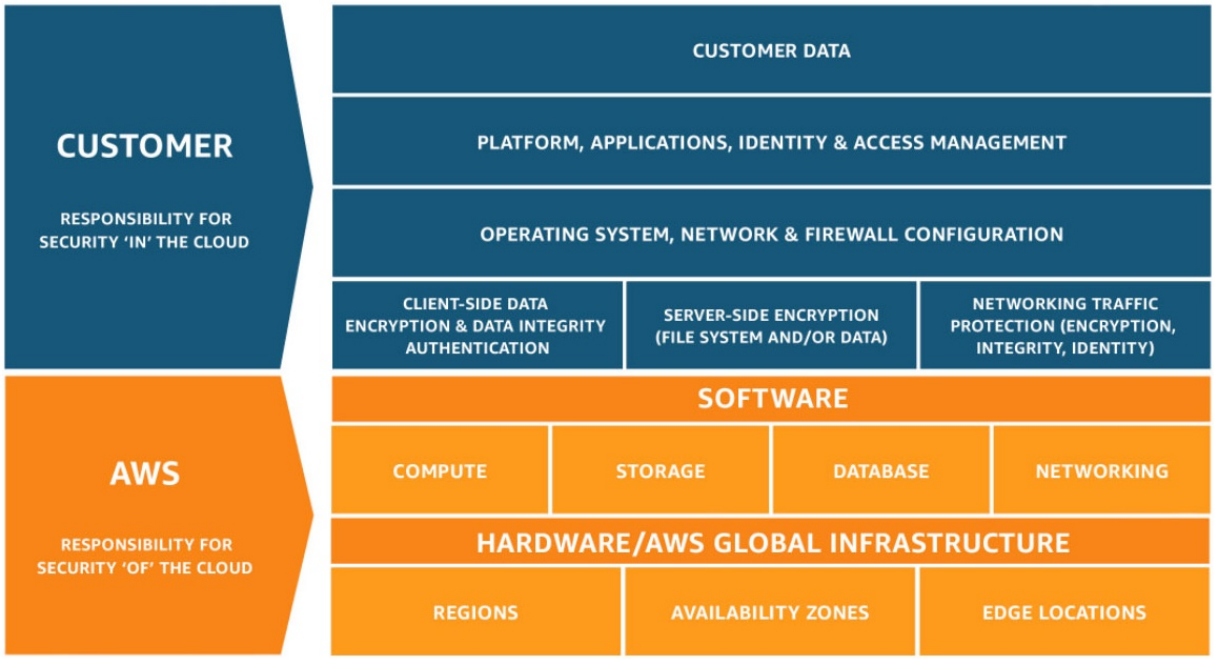

Figure 1 – AWS Shared Responsibility Model

This differentiation of responsibility is commonly referred to as security *of* the cloud versus security *in* the cloud.

- **AWS Responsibility (Security of the Cloud)** – AWS is responsible for protecting the infrastructure that runs all of the services offered on the AWS

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Cloud. This infrastructure is composed of the hardware, software, networking, and facilities that run AWS Cloud services.

- **Customer/APN Partner Responsibility (Security in the Cloud)** – Customers/APN Partners assume responsibility and management of the guest operating system (including updates and security patches); other associated application software; configuration of the AWS-provided security group firewalls; and other security, change management, and logging features.

AWS's shared responsibility model is further explained on the AWS Compliance webpage.

4.1 Shared Controls for Security and Compliance

Some controls apply to both the infrastructure layer (AWS responsibility) and customer layers (customer/APN Partner responsibility), but in completely separate contexts or perspectives. In a shared control, AWS provides the requirements for the infrastructure, and the customer/APN Partner must provide their own control implementation within their use of AWS Cloud services. Examples of these shared controls include the following:

- **Patch Management** – AWS is responsible for patching and fixing flaws within the infrastructure, but customers/APN Partners are responsible for patching their guest operating systems and applications.
- **Configuration Management** – AWS maintains the configuration of its infrastructure devices, but customers/APN Partners are responsible for configuring their own guest operating systems, databases, and applications.
- **Awareness and Training** – AWS trains AWS employees, but customer/APN Partners must train their own employees.

For example, services such as Amazon Elastic Compute Cloud (Amazon EC2), Amazon Virtual Private Cloud (Amazon VPC), and Amazon Simple Storage Service (Amazon S3) are categorized as infrastructure as a service (IaaS) and, as such, require the customer to perform all of the necessary security configuration and management tasks. If a customer deploys an Amazon EC2 instance, they are responsible for management of the guest operating system (including updates and security patches), any application software or utilities installed by the customer on the instances, and the configuration of the AWS-provided firewall (called a security group) on each instance.

4.2 Data Privacy and Ownership

As a customer, you maintain ownership of your content, and you select which AWS Cloud services can process, store, and host your content. We do not access or use your content for any purpose without your consent. AWS gives you ownership and control over your content through simple, powerful tools that allow you to determine where your content will be stored, secure your content in transit and at rest, and manage your access to AWS Cloud services and resources for your users. We also implement responsible and sophisticated technical and physical controls that are designed to prevent unauthorized access to or disclosure of your content.

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Four basic guidelines of data privacy and ownership on AWS include the following:

- **Access** – As a customer, you manage access to your content and user access to AWS Cloud services and resources. We provide an advanced set of access, encryption, and logging features to help you do this effectively (such as AWS CloudTrail). We do not access or use your content for any purpose without your consent. Customer virtual instances are solely controlled by the customer who has full root access or administrative control over accounts, services, and applications. AWS personnel do not have the ability to log into customer instances. We never use your content or derive information from it for marketing or advertising.
- **Geographical Location of Data** – You choose the AWS Region(s) in which your content is stored. We do not move or replicate your content outside of your chosen AWS Region(s) without your consent, except as legally required and as necessary to maintain the AWS Cloud services.
- **Security** – You choose how your content is secured, including via tokenization, data decomposition, cyber detection, and encryption. We have developed a security assurance program that uses best practices for global privacy and data protection to help you operate securely within AWS, and to make the best use of our security control environment. These security protections and control processes are independently validated by multiple third-party independent assessments. We also offer you strong encryption for your content in transit and at rest, and we provide you with the option to manage your own encryption keys.
- **Disclosure of Customer Content** – We do not disclose customer content unless we're required to do so to comply with the law, or with a valid and binding order of a governmental or regulatory body. Unless we are prohibited from doing so or there is clear indication of illegal conduct in connection with the use of Amazon products or services, Amazon notifies customers before disclosing customer content so they can seek protection from disclosure. Additional information can be found in our latest transparency report and our Amazon Law Enforcement Guidelines.

4.3 Customer Control of Data Residency

Some customers mandate data residency—the requirement that all customer content processed and stored in an IT system remain within specific geographical borders. However, regardless of the physical location, if IT systems are in any way connected to the internet (or other multi-party networks)—even indirectly—they are at considerable risk. In fact, most vulnerabilities are exploited remotely. In addition, manual processes present risk for human error, and insider threats prevail as a significant risk regardless of the data's physical location. Real world examples have shown that storing data on your own servers, in your own datacenter, in your own country, is by no means an adequate basis for securing your data.

AWS data centers are secure by design based on our physical and environmental controls. Both Gartner and IDC concluded that the security posture of major cloud service providers (CSPs) is equal to or better than the best enterprise data centers, and

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that security should no longer be considered a primary inhibitor to the adoption of public cloud services. In fact, customers actually benefit from the security native in the cloud.

Although data residency does not inherently mean stronger security, it is possible for customers to adhere to these regulations on AWS. Customers own their data and choose the Region(s) in which they store their data. AWS does not access customer data without their consent, and their data does not move unless the customer decides to move it. It is therefore possible for a customer to benefit from our inherited physical and environmental controls while still keeping their data within the United States. In addition, customers can build hybrid cloud architectures that integrate their on-premises and cloud operations for use cases such as data center extension and edge computing. Read more in our Data Residency policy perspectives whitepaper and Hybrid Cloud with AWS page.

5.0 Services Overview

AWS has been continually expanding its services to support virtually any cloud workload. We now have more than 200 fully featured services, with several highlighted in the following subsections and depicted in **Figure 2**. In addition, our AWS Documentation page provides user guides, developer guides, API references, and tutorials to help our customers and APN Partners get started on AWS and learn more about each of our services. You can also watch videos or read through AWS reference architectures and architecture whitepapers at AWS Architecture Center. Further, you can visit the AWS This is My Architecture web page for innovative cloud architectures from customers and APN Partners.

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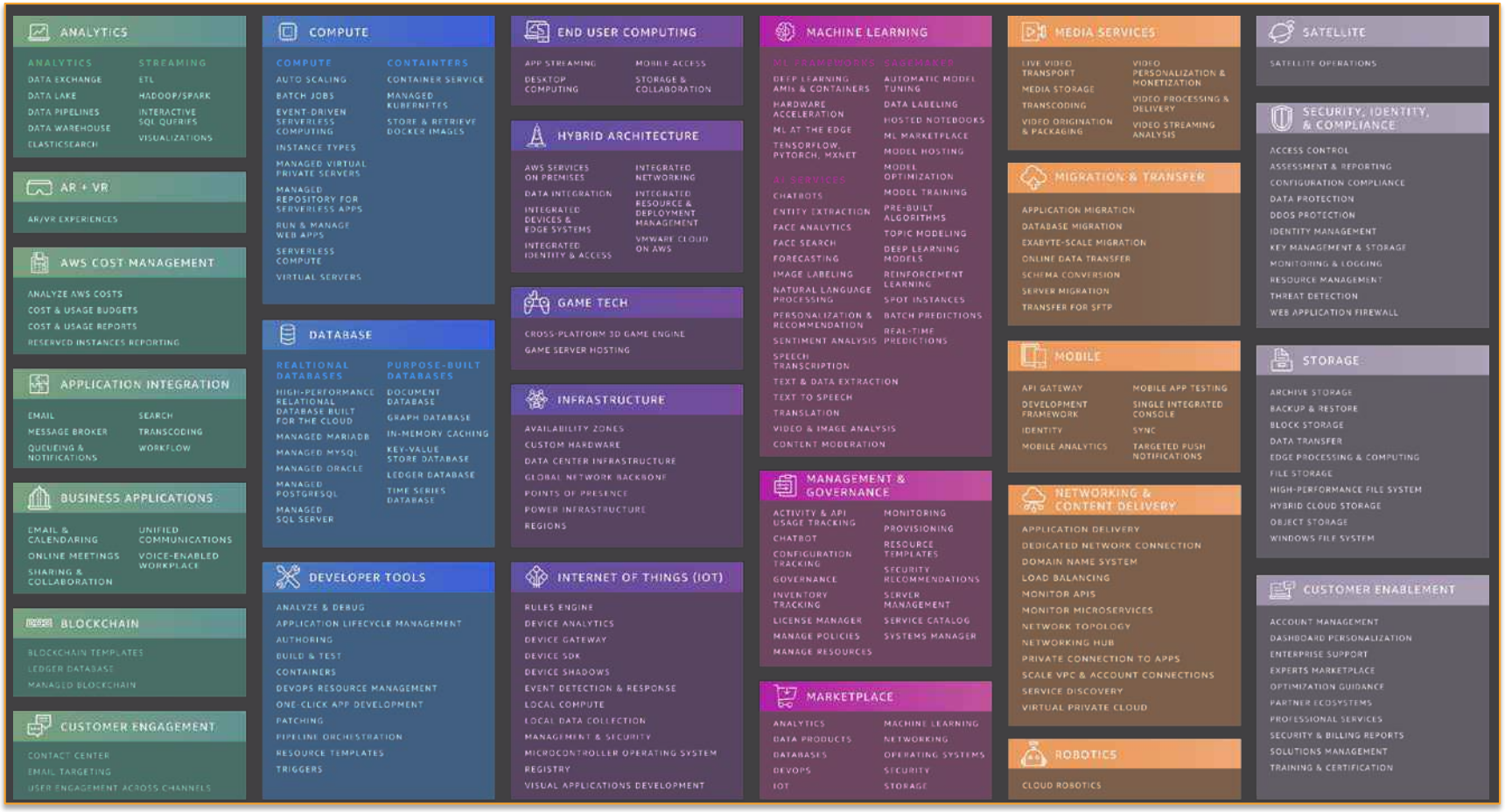

Figure 2 – AWS Depth and Breadth of Services

ATTACHMENT A

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5.1 Compute Services

AWS offers a comprehensive portfolio of compute services, allowing you to develop, deploy, run, and scale your applications and workloads. Our compute services range from virtual machines and servers with Amazon EC2 and Amazon Lightsail, to containers with Amazon Elastic Container Service (Amazon ECS) and AWS Fargate, to serverless with AWS Lambda, and more.

Did you know?
80% of all containerized applications running in the cloud run on AWS.

5.2 Storage Services

AWS offers a complete range of cloud storage services to support both application and archival compliance requirements. Select from object, file, and block storage services—like Amazon S3, Amazon Elastic File System (Amazon EFS), Amazon FSx, and Amazon Elastic Block Store (Amazon EBS)—and archive, backup, and hybrid storage—like Amazon S3 Glacier, AWS Backup, and AWS Storage Gateway.

Did you know?
• Amazon S3 is designed for 99.999999999% (11 9's) of durability, and stores data for millions of applications for companies all around the world.

5.3 Database Services

AWS offers fully managed database services such as relational databases for transactional applications (Amazon Aurora and Amazon Relational Database Service [Amazon RDS]), non-relational databases for internet-scale applications (Amazon DynamoDB), a data warehouse for analytics (Amazon Redshift), an in-memory data store for caching and real-time workloads (Amazon ElastiCache), a graph database for building applications with highly connected data (Amazon Neptune), a time series database for measuring changes over time (Amazon Timestream), a document database (Amazon DocumentDB), a wide column store (Amazon Managed Apache Cassandra Service), and a ledger database to maintain a complete and verifiable record of transactions (Amazon Quantum Ledger Database [Amazon QLDB]).

Did you know?
• On September 30, 2019, Amazon's Consumer business turned off its final Oracle database after migrating nearly 7,500 databases and 75 petabytes of data across hundreds of items to AWS database services. • Amazon Aurora is the fastest growing service in the history of AWS. Tens of thousands of AWS customers use Amazon Aurora for their relational databases.

5.4 Analytics Services

Each analytic service AWS provides is purpose-built for a wide range of analytics use cases such as interactive analysis (Amazon Athena), big data processing using Apache Spark and Hadoop (Amazon EMR), data warehousing (Amazon Redshift), real-time analytics (Amazon Kinesis), operational analytics (Amazon OpenSearch Service), data

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catalog (AWS Glue), integrated data lake service (AWS Lake Formation), dashboards and visualizations (Amazon QuickSight), and more.

Did you know?
AWS hosts more than 10,000 of data lakes.

5.5 Networking and Content Delivery Services

AWS networking and content delivery services enable you to isolate your cloud infrastructure with Amazon VPC, scale your request handling capacity with Elastic Load Balancing, and connect your physical network to your private virtual network with AWS Direct Connect. We also offer a secure global content delivery network (CDN) with Amazon CloudFront and a scalable cloud Domain Name Service (DNS) with Amazon Route 53.

To build a network for microservices architectures, AWS enables customers to application-level networking for containers and microservices (AWS App Mesh), create, maintain, and secure APIs at any scale (Amazon API Gateway), and discover AWS Cloud services connected to your applications (AWS Cloud Map).

5.6 Migration and Transfer Services

Whether you are migrating a server, database, or raw data into the AWS Cloud, AWS offers a suite of tools to help you with your migration. AWS Database Migration Service (DMS) helps you migrate databases while the source database remains fully operational. The AWS Snow Family of devices helps you to physically transport up to exabytes of data into and out of the AWS Cloud. To help track your migration, AWS Migration Hub provides a single location to track the progress of application migrations across multiple AWS solutions. In addition, AWS Application Discovery Service helps you plan migration projects by gathering information about your on-premises data centers. Migration Evaluator delivers accurate data-driven recommendations to right-size and right-cost compute. AWS Application Migration Service (AWS MGN) allows you to quickly realize the benefits of migrating applications to the cloud without changes and with minimal downtime.

Did you know?
More than 450,000 databases have been migrated using AWS DMS.

5.7 Management and Governance Services

AWS provides a set of management tools that allows you to programmatically provision, monitor, and automate all the components of your cloud environment. Using these tools, you can maintain consistent controls without restricting development velocity. AWS provides four kinds of management tools that work together and are integrated with the AWS platform. These tools include provisioning tools such as AWS Control Tower and AWS CloudFormation, operations management tools such as AWS Systems Manager, monitoring and logging tools such as Amazon CloudWatch, configuration management services such as AWS Config and AWS OpsWorks, monitoring and auditing tools such as Amazon CloudWatch and AWS CloudTrail, and more.

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Did you know?
• Amazon CloudWatch monitors more than 1 quadrillion (or 1000 trillion) metric observations per month, with over 1 million customers using the service weekly.

5.8 Security, Identity, and Compliance Services

AWS provides security tools and services that can help you every step of the way to ensure understanding of and transition to a secure cloud, from encryption with AWS Key Management Service (KMS) to threat detection with Amazon GuardDuty to Distributed Denial of Service (DDoS) protection with AWS Shield. AWS Identity and Access Management (IAM) allows customers to have granular control over access to your services. Furthermore, Amazon Macie can help you discover, classify, and protect your most sensitive data.

5.9 Developer Tools

The AWS Developer Tools is a set of services designed to enable developers and IT operations professionals practicing DevOps to rapidly and safely deliver software. Together, these services help you securely store and version control your application's source code and automatically build, test, and deploy your application to AWS or your on-premises environment.

5.10 Machine Learning and Artificial Intelligence Services

AWS offers pre-trained AI services for computer vision (Amazon Rekognition), language (Amazon Polly, Amazon Comprehend, Amazon Textract, Amazon Translate, Amazon Transcribe, and Amazon Lex), recommendations (Amazon Personalize), and forecasting (Amazon Forecast), with several more in preview. AI services easily integrate with your applications to address common use cases such as personalized recommendations, modernizing your contact center, improving safety and security, and increasing customer engagement. In addition, Amazon SageMaker helps you to quickly build, train and deploy machine learning models at scale.

Amazon SageMaker removes the heavy lifting from each step of the machine learning process to make it easier to develop high quality models. SageMaker provides all of the components used for machine learning in a single toolset so models get to production faster with much less effort and at lower cost. SageMaker includes features specific to the various stages of ML model development and launch: Collect and Prepare, Build, Train and Tune, and Deploy.

Did you know?
Amazon SageMaker provides Managed Spot Training to help you to reduce training costs by up to 90%.

5.11 IoT Services

AWS IoT provides broad and deep functionality and brings together data management and rich analytics so that you can build IoT solutions for virtually any use case across a wide range of devices. Our device software (FreeRTOS and AWS IoT Greengrass)

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enables you to securely connect devices, gather data, and take intelligent actions locally—even when internet connectivity is not available. Our control services (AWS IoT Core, AWS IoT Device Defender, AWS IoT Device Management, and AWS IoT Things Graph) allow you to control, manage, and secure large and diverse device fleets. Finally, our data services (AWS IoT Analytics, AWS IoT Events, and AWS IoT SiteWise) help you extract value from IoT data.

5.12 Mobile Services

AWS offers a suite of services for building and deploying mobile applications, including AWS Amplify for provisioning and managing backends for your mobile applications, AWS Device Farm for app testing, and Amazon Pinpoint for customer engagement.

5.13 Call Center Services

Amazon Connect provides a seamless omnichannel experience through a single unified contact center for voice and chat.

5.14 Hybrid Services

AWS offers hybrid cloud services that can help you integrate a mix of cloud, on-premises data centers, and edge locations. VMware Cloud on AWS is an integrated cloud offering jointly developed by AWS and VMware that allows organizations to seamlessly migrate and extend their on-premises VMware vSphere-based environments to the AWS Cloud. AWS Outposts is a hybrid cloud solution that brings the AWS infrastructure, services, APIs, management tools, and support to virtually any data center, co-location space, or on-premises facility.

5.15 AWS Marketplace

AWS Marketplace is an online store that helps customers find, buy, and immediately start using the software and services they need to build products and run their businesses. More than 310,000 active customers are using software from AWS Marketplace, which offers 50 categories from more than 1,600 independent software vendors.

5.16 Other Services

In addition to the types of services listed above, AWS also offers services for application integration, desktop apps, blockchain, quantum technologies, media streaming, satellite, robotics, AR/VR, game development, and more.

6.0 AWS Cloud Infrastructure

Our AWS Cloud infrastructure allows customers to build solutions that are more highly available, fault tolerant, and scalable than would be possible with a single data center. This is because the AWS Cloud infrastructure is built around Regions and Availability Zones. A Region is a physical location in the world where we have multiple Availability

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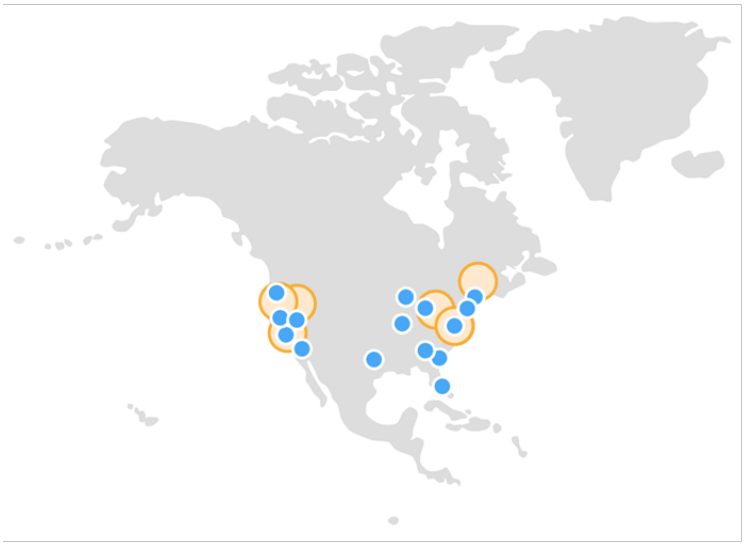
Zones. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity and housed in separate facilities.

AWS currently has 6 Regions and 22 Availability Zones in the United States (see **Figure 3**). Information on each Region can be found at the AWS Global Infrastructure page. The AWS products and services that are available in each region are listed at the AWS Regional Services webpage.



US East (Northern Virginia)
Availability Zones: **6**
Launched 2006

US East (Ohio)
Availability Zones: **3**
Launched 2016

US West (Oregon)
Availability Zones: **4**
Launched 2011

US West (Northern California)
Availability Zones: **3** (new customers can access 2)
Launched 2009

GovCloud (US-West)
Availability Zones: **3**
Launched 2011

GovCloud (US-East)
Availability Zones: **3**
Launched 2018

Figure 3 – Map of AWS Regions and Availability Zones in the US

Figure 4 illustrates the relationship between regions and Availability Zones.

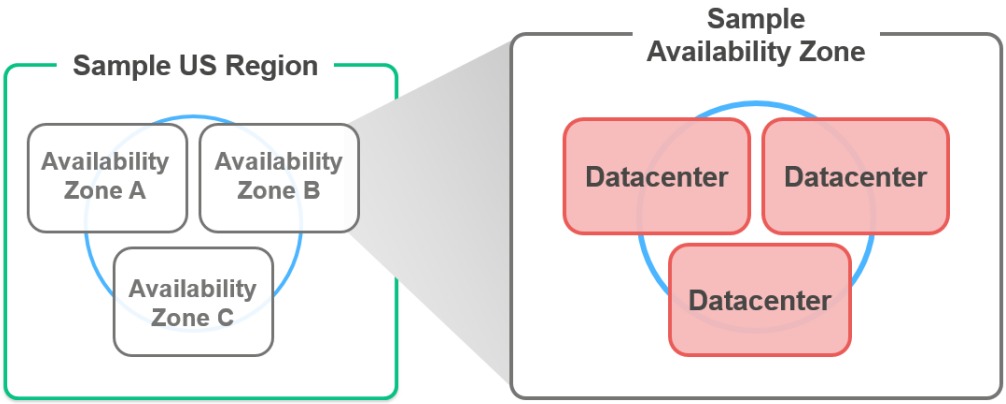


Figure 4 – Regions and Availability Zones

6.1 Data Center Physical Location

AWS does not disclose the exact location of data centers and does not allow data center access to customers, as this exposes a wide range of customers to physical access of a third party. To meet this customer need, an independent and competent

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auditor validates the presence and operation of controls as part of our System and Organization Controls (SOC 1) Type 2 report. This broadly accepted third-party validation provides customers with the independent perspective of the effectiveness of controls in place. AWS customers that have signed a non-disclosure agreement (NDA) with AWS may request a copy of the SOC 1 Type 2 report.

6.2 Data Center Audits

Instead of allowing customers to perform physical audits, AWS has an independent third party perform audits of its data centers. These audits are conducted in accordance with the Federal Risk and Authorization Management Program (FedRAMP), American Institute of Certified Public Accountants (AICPA): AT 801 (formerly Statement on Standards for Attestation Engagements [SSAE] 16), and International Standards for Assurance Engagements (ISAE) 3402 professional standards.

The auditors produce a SOC 1 Type 2 report in connection with the audit. Independent reviews of data center physical security are also part of an International Organization for Standardization (ISO) 27001 audit, a Payment Card Industry (PCI) Data Security Standard (DSS) assessment, and an International Traffic in Arms Regulations (ITAR) audit.

Our rigorous attention to auditing provides peace of mind to our customers. Much as a customer trusts a bank based on reputation and regulation by the Federal Deposit Insurance Corporation (FDIC), our customers trust the independent third party audits described above. It is widely accepted that such accrediting organizations are competent and qualified to assure customer confidence and acceptance without a personal inspection and accreditation—or customers having to hire their own accreditor.

To help you fulfill your own audit and regulatory requirements, we detail our controls on our website.

6.3 Data Center Virtual Tours

You can take a virtual tour of our data centers. The following provides a list of each data center layer with a link to a virtual tour for each one.

- **Perimeter Layer** – AWS data center physical security begins at the Perimeter Layer. This layer includes a number of security features depending on the location, such as security guards, fencing, security feeds, intrusion detection technology, and other security measures.
- **Infrastructure Layer** – The Infrastructure Layer is the data center building and the equipment and systems that keep it running. Components like back-up power equipment, the HVAC system, and fire suppression equipment are all part of the Infrastructure Layer. These devices and systems help protect servers and ultimately your data.
- **Data Layer** – The Data Layer is the most critical point of protection because it is the only area that holds customer data. Protection begins by restricting access

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and maintaining a separation of privilege for each layer. In addition, we deploy threat detection devices, video surveillance, and system protocols, further safeguarding this layer.

- **Environmental Layer** – The Environmental Layer is dedicated to environmental considerations from site selection and construction to operations and sustainability. AWS carefully chooses our data center locations to mitigate environmental risk such as flooding, extreme weather, and seismic activity.

6.4 Data Center Security

AWS's data centers are state of the art, using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud. The following subsections address some of our customers' frequently asked questions about our data center security.

- **Physical and Environmental Security** – AWS data centers are housed in nondescript facilities for anonymity. Physical access is strictly controlled at both the perimeter and at building ingress points by professional security staff using video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff. AWS only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or AWS. All physical access to data centers by AWS employees is logged and audited.
- **Fire Detection and Suppression** – Automatic fire detection and suppression equipment has been installed to reduce risk. The fire detection system utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms and generator equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action, or gaseous sprinkler systems.
- **Power** – The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations 24 hours a day and seven days a week. Uninterruptible power supply (UPS) units provide backup power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide backup power for the entire facility.
- **Climate and Temperature** – Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels.
- **Physical Plant Management** – AWS monitors electrical, mechanical, and life support systems and equipment so that any issues are immediately identified.

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Preventative maintenance is performed to maintain the continued operability of equipment.

- **Storage Device Decommissioning** – As part of AWS's storage decommissioning process, when a storage device has reached the end of its useful life, AWS procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals. AWS uses the techniques detailed in National Institute of Standards and Technology (NIST) 800-88 (Guidelines for Media Sanitization) as part of the decommissioning process.

AWS will provide the SOC 1 Type 2 report to customers under NDA. The AWS Security Center provides up-to-date information on AWS audits by independent third-party auditors.

7.0 Automatically Scaling your Resources

To be confident that your infrastructure can handle a spike in traffic, you can use AWS Auto Scaling and Elastic Load Balancing to automatically scale your AWS cloud-based resources up to meet unexpected demand, and then scale those resources down as demand decreases. While AWS Auto Scaling adjusts capacity for multiple resources, Elastic Load Balancing distributes incoming application traffic across targets such as Amazon EC2 instances and containers.

7.1 Scaling

AWS Auto Scaling monitors your applications and automatically adjusts capacity to maintain steady, predictable performance at the lowest possible cost. The service provides a user interface that lets you build scaling plans for resources including Amazon EC2 instances and Spot Fleets, Amazon ECS tasks, Amazon DynamoDB tables and indexes, and Amazon Aurora Replicas.

Auto Scaling maintains the number of instances that you specify by performing periodic health checks on the instances in the group. If an instance becomes unhealthy, the group terminates the unhealthy instance and launches another instance to replace it.

Auto Scaling policies can be used to automatically increase or decrease the number of running Amazon EC2 instances in a group of servers to meet changing conditions. When the scaling policy is in effect, the Auto Scaling group adjusts the desired capacity of the group and launches or terminates the instances as needed, either dynamically or on a schedule if there is a known and predictable ebb and flow of traffic.

7.2 Load Balancing

Elastic Load Balancing automatically distributes incoming application traffic across multiple targets, such as Amazon EC2 instances, containers, IP addresses, and AWS Lambda functions. It can handle the varying load of your application traffic in a single Availability Zone or across multiple Availability Zones. When combined with Auto Scaling,

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the number of healthy nodes is automatically rebalanced with the other Availability Zones, and no manual intervention is required.

Elastic Load Balancing offers three types of load balancers that all feature the high availability, automatic scaling, and robust security necessary to make your applications fault tolerant:

- **Application Load Balancer** – Best suited for load balancing of HTTP and HTTPS traffic
- **Network Load Balancer** – Best suited for load balancing of Transmission Control Protocol (TCP) traffic where extreme performance is required
- **Classic Load Balancer** – Best suited for applications that were built within the Amazon EC2-Classic network

7.3 Monitoring and Alarms

Customers can use Amazon CloudWatch to collect and track metrics, collect and monitor log files, and set alarms. Customers can architect their solutions so that Amazon CloudWatch's metrics and alarms can work together with Auto Scaling and Elastic Load Balancing to dynamically deploy new instances on-demand, as depicted in **Figure 5**. This type of automation takes some of the administrative burden off of the customer and allows the infrastructure to manage itself on-the-fly.

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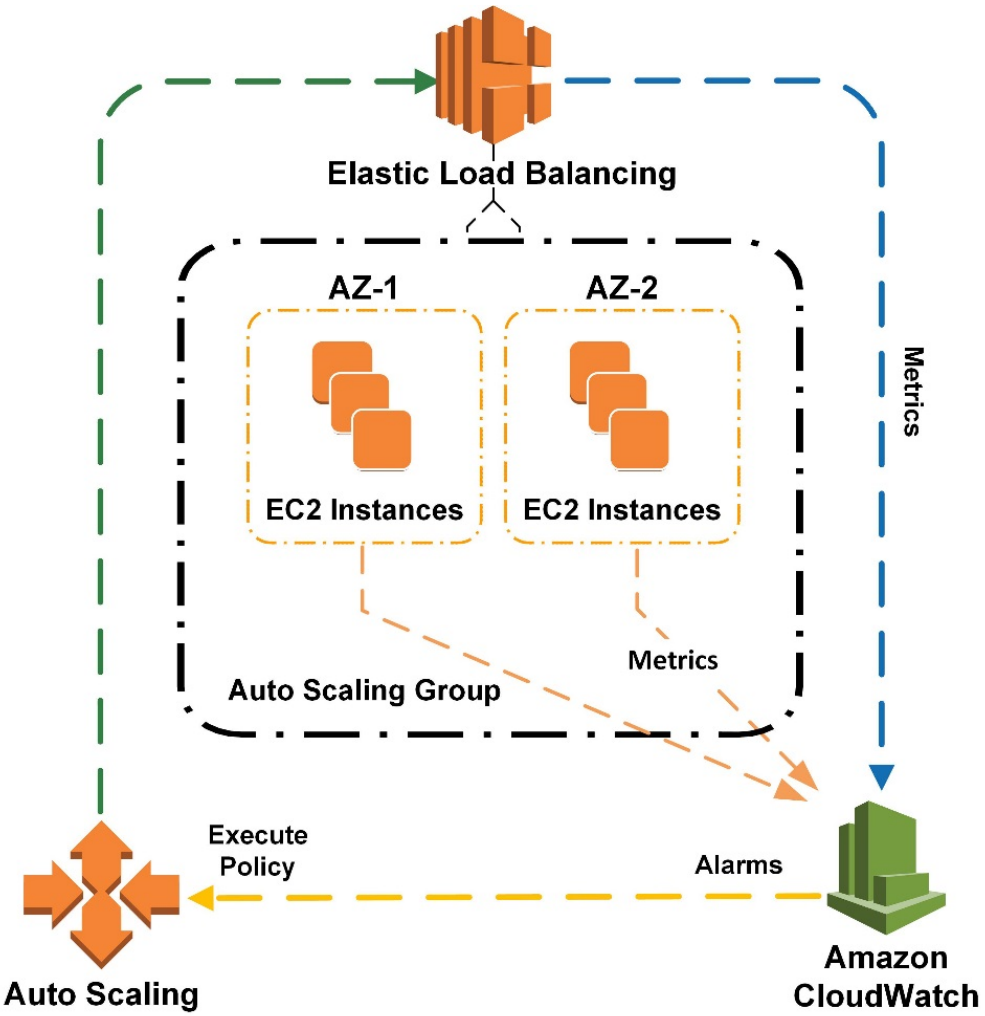

Figure 5 – Auto Scaling with Elastic Load Balancing and Amazon CloudWatch alarms

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8.0 Architecting for High Availability and Reliability

Availability and reliability are shared responsibilities between AWS and the APN Partner/customer. AWS is responsible for ensuring that our services are continuously available and that we are prepared to handle a wide range of events that could affect our infrastructure. You are responsible for designing, deploying, and testing your applications on AWS to achieve the availability and resiliency you need, including for mission-critical applications that require almost no downtime. The following subsections further detail AWS and customer responsibilities for availability and reliability.

8.1 AWS Responsibility: Data Center Availability and Reliability

AWS builds to guard against outages and incidents, and we account for them in the design of our services—so when disruptions do occur, their impact on customers and the continuity of services is as minimal as possible.

To minimize disruptions, AWS employs compartmentalization. We have multiple constructs that provide different levels of independent, redundant components. For example, our Regions are isolated from each other, meaning that a disruption in one Region does not result in disruption in other Regions. Our Availability Zones are physically separated and isolated, and they are built with highly redundant networking to withstand local disruptions. AWS also leverages a concept known as cell-based architecture, by which resources and requests are partitioned into “cells” that are designed to be independent of each other. This design minimizes the chance that a disruption in one cell—for example, one subset of customers—would disrupt other cells.

Additionally, although the likelihood of large-scale incidents is very low, AWS is prepared to manage them should they occur. We maintain a series of incident response plans covering both common and uncommon events, and we update them regularly to incorporate lessons learned and prepare for emerging threats.

8.2 Customer Responsibility: Designing for Availability and Reliability

While AWS goes to great lengths to provide availability and reliability *of* the cloud, our customers share responsibility for ensuring availability and reliability *within* the cloud. Some best practices we recommend for building highly resilient systems on the AWS Cloud include the following:

- **Design for Failure** – It is best practice to architect across multiple AZs in the same Region to achieve extremely high Recovery Time Objectives (RTOs), Recovery Point Objectives (RPOs), and service availability. For mission-critical applications, it is best practice to architect across Regions to handle the rare case of an entire Region failing—perhaps as a result of a major physical attack.
- **Automate Failover and Recovery** – You can use AWS Auto Scaling to monitor your applications and automatically adjust capacity to maintain the optimal level to satisfy demand without over- or under-provisioning. You can also use AWS

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Personal Health Dashboard, which provides alerts and remediation guidance when AWS is experiencing events that may impact you. AWS Personal Health Dashboard can integrate with Amazon CloudWatch Events, enabling you to build custom rules and select targets such as AWS Lambda functions to define automated remediation actions.

- **Test your Recovery Procedures** – You can use a test environment to simulate different failures or to recreate scenarios that led to failures before. This exposes failure pathways that you can test and fix before a real failure scenario, reducing the risk of components that have not been tested before failing.

8.3 Service Level Agreements

AWS provides Service Level Agreements (SLAs) that apply to customer use of specific services. Due to the rapidly evolving nature of AWS Cloud service offerings, our SLAs are best reviewed directly on our website here.

8.4 Resources and Reference Architecture

Building Fault-Tolerant Applications on AWS is a great introduction to achieving high availability in the cloud. In addition, the AWS Well-Architected Framework codifies the experiences of thousands of customers, helping customers assess and improve their cloud-based architectures and mitigate disruptions. Our Reliability Pillar whitepaper provides guidance to help you apply best practices to achieve reliability.

In addition, the AWS Architecture Center is designed to provide customers with the necessary guidance and application architecture best practices to build highly scalable and reliable applications in the AWS Cloud. These resources provide architectural guidance for design and implementation of systems that run on the AWS infrastructure.

Figure 6 provides a reference architecture for fault tolerance and high availability.

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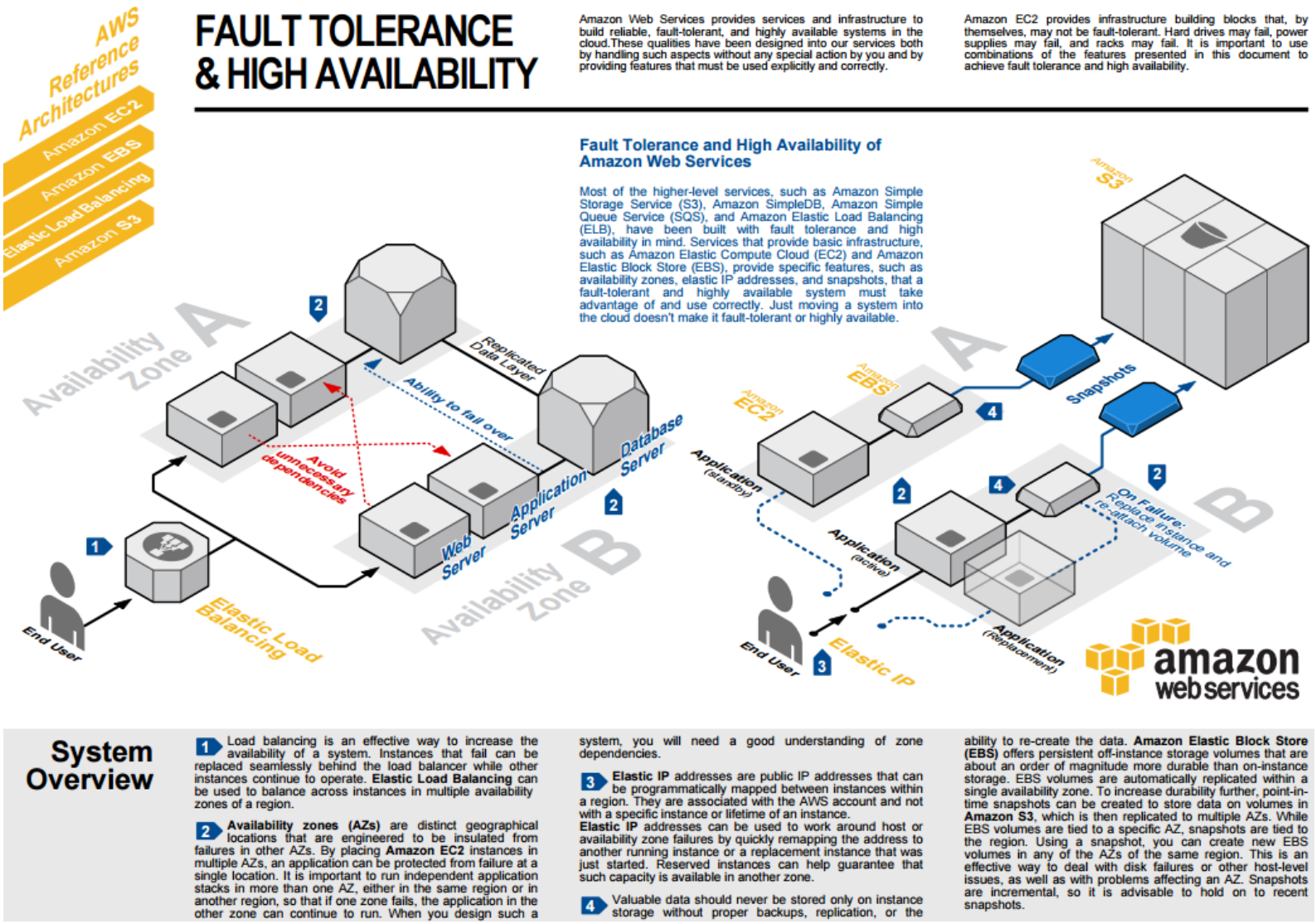

Figure 6 – Fault Tolerant AWS Reference Architecture

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9.0 Building Secure Solutions on AWS

AWS manages over 1,800 security controls to provide a secure environment for our customers. The AWS virtual infrastructure is designed to provide optimum availability while ensuring customer security, privacy, and segregation. AWS's highly secure data centers use state-of-the-art electronic surveillance and multi-factor access control systems and maintain strict, least-privileged-based access authorizations. Our environmental systems are designed to minimize the impact of disruptions to operations, and our multiple Regions and Availability Zones allow customers to remain resilient in the face of most failure modes. AWS Regions are connected to multiple internet service providers (ISPs) as well as to a private global network backbone, which provides lower cost and more consistent cross-region network latency when compared with the public internet.

Remember that security is a shared responsibility between AWS and the APN Partner/customer, as discussed in **Section 4.0**. While AWS is responsible for protecting the infrastructure that runs all of the services offered in the AWS Cloud, APN Partners/customers control how they architect and secure their applications and data on the AWS Cloud. In addition, AWS provides security documentation that shows you how to configure AWS services to meet your security and compliance objectives.

The following subsections provide further information on some of our most-inquired-about aspects of security. You can find more detail about security and responsibilities in our Overview of Security Processes whitepaper and AWS Security Best Practices, and by visiting the AWS Cloud Security and AWS Security Documentation pages.

9.1 Granting and Managing Account Access

Identity and access management are key parts of an information security program, ensuring that only authorized and authenticated users are able to access your resources, and only in a manner that you intend. Using AWS Identity and Access Management (IAM), you can create and manage AWS users and groups, assign them security credentials (e.g., access keys, passwords, and multi-factor authentication [MFA] devices), and use permissions to allow and deny their access to AWS resources. You can also request temporary security credentials for users who only require short-term access.

9.1.1 IAM Users

An IAM user is an entity that you create in AWS. The IAM user represents the person or service who uses the IAM user to interact with AWS. A user in AWS consists of a name, a password to sign into the AWS Management Console, and up to two access keys that can be used with the API or CLI.

When you create an IAM user, you grant it permissions either by making it a member of a group that has appropriate permission policies attached (recommended) or by directly attaching policies to the user. You can also clone the permissions of an existing IAM

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user, which automatically makes the new user a member of the same groups and attaches all the same policies.

A root user is a single sign-in identity that has complete access to all AWS Cloud services and resources in the account. It is a security best practice to *not* use your root account because of its complete access. Instead, create individual users and grant them each the minimum amount of privilege necessary, which is known as least privilege. Note that all users have zero privileges by default. You can manage users' privilege by individual user or by groups.

9.1.2 IAM Groups

An IAM user group is a collection of IAM users. You can use groups to specify permissions for a collection of users, which can make those permissions easier to manage for those users. For example, you could have a group called Admins and give that group the types of permissions that administrators typically need. Any user in that group automatically has the permissions that are assigned to the group. Note that a group is not truly an identity because it cannot be identified as a Principal in a resource-based or trust policy. It is only a way to attach policies to multiple users at one time.

9.1.3 IAM Roles

An IAM role is very similar to a user, in that it is an identity with permission policies that determine what the identity can and cannot do in AWS. However, a role does not have any credentials (password or access keys) associated with it. Instead of being uniquely associated with one person, a role is intended to be assumable by anyone who needs it. An IAM user can assume a role to temporarily take on different permissions for a specific task. A role can be assigned to a federated user who signs in by using an external identity provider instead of IAM. AWS uses details passed by the identity provider to determine which role is mapped to the federated user.

9.1.4 Identity Federation

With federation, you can use single sign-on (SSO) to access your AWS accounts using credentials from your corporate directory. Federation uses open standards such as Security Assertion Markup Language 2.0 (SAML) to exchange identity and security information between an identity provider and an application.

9.1.5 Setting Granular Permissions

Access control policies are attached to users, groups, and roles to assign permissions to AWS resources. By default, IAM users, groups, and roles have no permissions; users with sufficient permissions must use a policy to grant the desired permissions.

Using policies, you can specify several layers of permission granularity. First, you can define specific AWS service actions you wish to allow or explicitly deny access to. Second, depending on the action, you can define specific AWS resources the actions can be performed on. Third, you can define conditions to specify when the policy is in effect (for example, if MFA is enabled or not).

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9.1.6 Temporary Security Credentials

You can use the AWS Security Token Service (AWS STS) to create and provide trusted users with temporary security credentials that can control access to your AWS resources. Temporary security credentials are short-term and are not stored with the user; rather, they are generated dynamically and provided to the user when requested.

9.2 Tools for Logical Separation

AWS Cloud services and features that provide logical separation are enough to meet most security requirements, despite legacy requirements for physical separation. Amazon VPC, for example, allows you to define and provision your own logically isolated section of the AWS Cloud. Amazon VPC provides a networking layer for Amazon EC2, a service that provides compute capacity within the AWS Cloud. Your VPC is logically separated from other virtual networks on the AWS Cloud, and it allows you to launch your resources into an IP address range that you determine.

Within your VPC, you can create subnets, each with an associated route table. You can configure these route tables to control network traffic. You can attach an internet gateway to your VPC, allowing your Amazon EC2 instances to communicate with the public internet. You can also create private subnets that only allow your Amazon EC2 instances to communicate with each other. Our Amazon VPC User Guide provides several example scenarios for building both public and private subnets.

In addition, AWS offers services like VPC Peering, AWS Transit Gateway, and AWS PrivateLink, which allow your VPCs to communicate with each other and with your other services on the AWS Cloud both securely and privately.

9.3 Tools for Encryption

All AWS Cloud services that store customer data offer the ability to encrypt that data. By defining an encryption approach, you can provide protection for your content against unauthorized users and against unnecessary exposure to authorized users. The combination of AWS Key Management Service (KMS) and AWS CloudHSM is the centerpiece of a rigorous encryption solution.

AWS KMS helps you manage encryption keys and integrates with many AWS Cloud services. This service provides durable, secure, and redundant storage for your master keys. You can define your key aliases as well as key-level policies. The policies help you define key administrators as well as key users. For example, a secret management system can be the only system that has access to the master key that encrypts the secrets for storage.

AWS CloudHSM is a cloud-based hardware security module (HSM) that enables you to easily generate and use your own encryption keys on the AWS Cloud. It helps you meet corporate, contractual, and regulatory compliance requirements for data security by using Federal Information Processing Standard (FIPS) 140-2 Level 3 validated HSMs.

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9.3.1 Protecting Data at Rest

Multiple AWS Cloud services provide built-in integration with AWS KMS to allow easy encryption of your data. Amazon S3 allows you to encrypt content by selecting a KMS key on object upload. Amazon EBS allows you to choose a KMS key to encrypt a block storage volume or Amazon Machine Image (AMI) copy operation. Amazon RDS allows you to choose an encryption key for encrypting DB instance storage at rest (including backup snapshots).

You also have the option of implementing your own encryption-at-rest approach. For example, you can encrypt content before storing in an AWS Cloud service. Amazon S3 provides you the facility to upload an already encrypted object. It also provides the ability for you to upload an object along with an encryption key that's used in-memory to encrypt an object. To retrieve the object, you must supply the same key.

9.3.2 Protecting Data in Transit

When protecting your data in transit, selecting secure protocols that implement the latest in cryptography standards such as Transport Layer Security (TLS) is a common best practice. AWS Cloud services provide HTTPS endpoints using TLS for communication, thus providing encryption in transit when communicating with the AWS APIs. You have full control over your computing resources to implement encryption in transit across your services. Additionally, the AWS Certificate Manager (ACM) service provides you the ability to manage and deploy public and private certificates for your workloads. You can also leverage virtual private network (VPN) connectivity into your VPC or across your VPCs to facilitate encryption of traffic.

9.4 Automating your Security and Compliance

AWS offers a variety of security tools that you can use to secure the applications you build on the AWS Cloud, from AWS CloudTrail and AWS CloudWatch for logging and monitoring, to Amazon GuardDuty for threat detection, to AWS Shield for DDoS protection. Our Security, Identity, and Compliance on AWS page provides a more complete listing and details on the myriad services we offer. Customers can use these tools—and the tools of our APN Partners—to automate security.

9.5 Penetration Testing

AWS customers are responsible for all scanning, penetration testing, file integrity monitoring, and intrusion detection for their Amazon EC2 instances, Amazon RDS databases, and various other applications. (Refer to the Penetration Testing page for terms of service regarding penetration testing.) Penetration tests should include customer IP addresses and not AWS endpoints. AWS endpoints are tested as part of AWS compliance vulnerability scans.

9.6 Data Breaches

AWS and customers/APN Partners share responsibility for responding to data breaches, and AWS customers and APN Partners retain the responsibility to monitor

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their own environment for privacy breaches. The AWS SOC reports provide an overview of the controls that are in place to monitor the AWS managed environment, and we recommend that you consider implementing the following best practices to protect against and detect security breaches:

- Use encryption to secure your data.
- Configure your AWS Cloud services to keep your data secure. AWS provides information on how to secure your resources in our security documentation.
- Implement least privilege permissions for access to your resources and data.
- Use monitoring tools like Amazon CloudWatch to track when your data is accessed and by whom.
- Review AWS Best Practices for Security, Identity, and Compliance page for additional information on how to protect against and detect security breaches.

APN Partners/customers are responsible for reporting incidents involving customer storage, virtual machines, and applications (for more information, refer to our Vulnerability Reporting page). AWS maintains the AWS Security Bulletins webpage to notify customers of security and privacy events affecting AWS Cloud services. Customers can subscribe to the Security Bulletin RSS Feed to keep abreast of security announcements on the Security Bulletin webpage. The customer support team maintains a Service Health Dashboard webpage to alert customers to any broadly impacting availability issues.

9.7 Security for New AWS Software

AWS Cloud services in production are managed in a manner that preserves their confidentiality, integrity, and availability. AWS has implemented secure software development procedures that are followed to ensure appropriate security controls are incorporated into the application design. As part of the application design process, new applications must participate in an AWS Security review, including registering the application, initiating the application risk classification, participating in the architecture review and threat modeling, performing code review, and performing a penetration test.

10.0 AWS Training and Certification

AWS Training & Certification offers the cloud skills enablement resources that government entities need to modernize their agencies, create a culture of innovation, and attract, develop, and retain cloud talent. We help your staff build cloud computing capabilities and the confidence to solve complex challenges, better serve your constituents, and achieve your mission.

Our approach to workforce development embraces three building blocks that constitute this learning continuum: Learn, Explore, and Apply. Each phase can be customized to optimize the learning path for your organization's growth. We illustrate each of these phases in **Figure 7** below.

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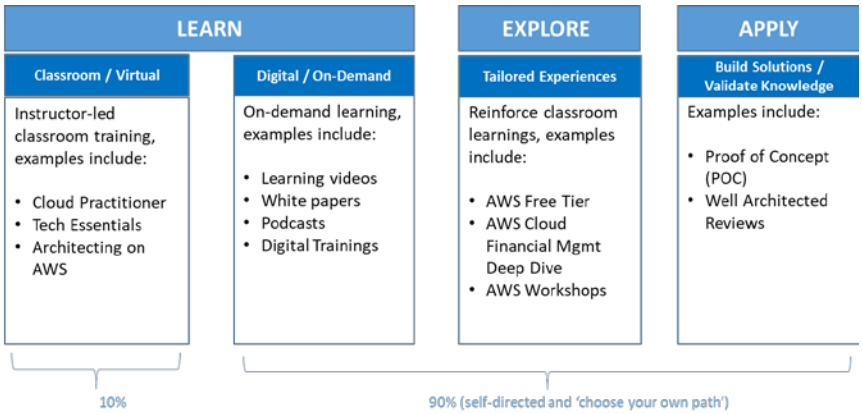

Figure 7 – Phases of Learning Continuum

AWS Training and Certification offers a no-cost self-assessment survey known as the Learning Needs Analysis (LNA), used to identify AWS skill gaps and recommends organizational and individual training plans to address these gaps. The result is faster AWS skills acquisition and optimization of training investments.

The LNA maximizes resources by ensuring investments in training are applied to the most relevant areas. The LNA is a two-step process:

1. **Complete the self-assessment survey**. Individuals in the organization complete a self-assessment, which measures cloud knowledge and skill across multiple functional areas. The survey takes approximately 10 minutes to complete.

2. **Review skills gaps and training plans.** AWS identifies skill gaps and generates training plans based on survey results.

Once you complete the LNA, AWS Training Experts, Specialists, and Solution Architects can customize training, workshops, and deep dives specialized for your industry. We then support delivery of our customized offerings both digitally and onsite. **Figure 8** below illustrates features of AWS Training and Certification delivery.

	Features	Recommended For
Onsite Private Training	Private training with an AWS instructor for your employees	Organizations looking to train a team in a single convenient location
	AWS instructor travels directly to you	
	Typically scheduled 6 to 8 weeks in advance	
	Class size: approx. 10 to 20 people	
Virtual Private Training	Private training with an AWS instructor for your employees	Organizations looking to train a team spread out in several locations
	AWS instructor delivers training remotely to a group in any location	
	Typically scheduled 6 to 8 weeks in advance	
	Class size: approx. 10 to 20 people	

Figure 8 – Features of AWS Training and Certification Delivery

Benefits of AWS Training and Certification include:

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- **Achieve your cloud adoption goals sooner**: Comprehensively trained organizations are faster to adopt cloud, compared to customers who did not have a comprehensive training program. This helps you bring your projects forward, getting to market faster, driving revenue faster, and helping you capitalize on AWS cost-savings faster.

- **Performance and operations**: International Data Corporation (IDC) published a whitepaper titled, Train to Accelerate Your Cloud Strategy, which asserted that comprehensively trained organizations were **4.4x[1] more likely** to overcome operational and performance concerns. This will help you get your team on board with your cloud initiatives. This means less time spent on stakeholder alignment, and more time on innovation and business growth.

- **Improve employee productivity**: IDC's whitepaper also found that decisions makers within comprehensively trained organizations are **4.7x[1] more likely** to agree cloud can improve IT staff productivity. Training can help your team be more productive using the cloud.

10.1.1 Digital and Classroom Training

We offer free AWS Digital Training, in-depth AWS Classroom Training, and private onsite training so you can learn when and where it's convenient for you:

- Free Digital Training – Over 500 on-demand digital courses that help you learn new cloud skills and services when and where it's convenient for you, at no cost.
- Classroom Training – Live classes delivered virtually or in person by accredited AWS instructors who teach you in-demand cloud skills and best practices using a mix of presentations, discussion, and hands-on labs.
- Private Onsite Training –In-person (or virtual) classes with accredited AWS instructors who teach in-depth AWS Cloud skills in a private environment that brings the classroom to you and allows hands-on learning.

10.1.2 AWS Certification

AWS Certification validates cloud expertise to help professionals highlight in-demand skills and organizations build effective, innovative teams for cloud initiatives using AWS. You can choose from diverse certification exams by role and specialty designed to empower you and your team to meet your unique goals.

11.0 Achieving Compliance on AWS

A properly-secured environment results in a compliant environment. AWS has many compliance-enabling features that you can use for your regulated workloads in the AWS Cloud. By using AWS, you get the benefit of the many security controls that we operate,

[1] Source: IDC White Paper, sponsored by AWS, *Train to Accelerate Your Cloud Strategy, October 2017*

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thus reducing the number of security controls that you need to maintain. Your own compliance and certification programs are strengthened, while at the same time lowering your cost to maintain and run your specific security assurance requirements.

Compliance is a shared responsibility between you and AWS. We demonstrate our compliance posture to help you verify compliance with industry and government requirements. We engage with external certifying bodies and independent auditors to provide you with detailed information regarding the policies, processes, and controls we establish and operate. You can use this information to perform your control evaluation and verification procedures as required under the applicable compliance standard. You can also incorporate the information that we provide about our risk and compliance program into your own compliance framework. We use thousands of security controls to monitor that we maintain compliance with global standards and best practices.

We categorize the AWS assurance programs into three groups:

- Certifications/Attestations
- Laws/Regulations/Privacy
- Alignments/Frameworks

Table 2 provides an overview of these categories, and the following subsections provide additional detail on the programs that our APN Partners most frequently ask about for the US state, local, and education market.

Table 2 – Summary of AWS Assurance Programs

Certifications/Attestations	Laws/Regulations/Privacy	Alignments/Frameworks
C5	CLOUD Act	CJIS
CMMC	HIPAA	CSA
Cyber Essentials Plus	IRS 1075	EU-US Privacy Shield
DoD SRG	ITAR	FISC
ENS High	SEC Rule 17a-4(f)	FISMA
FedRAMP	VPAT/Section 508	G-Cloud
FINMA		GxP (FDA CFR 21 Part 11)
FIPS		HITRUST
GSMA		MPAA
HDS		NIST
IRAP		Uptime Institute Tiers
ISMAP		
ISO 9001		
ISO 27001		
ISO 27017		
ISO 27018		
K-ISMS		
MTCS Tier 3		
OSPAR		
PCI DSS Level 1		
SEC Rule 17-a-4(f)		
SOC 1		
SOC 2		
SOC 3		

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TISAX		

11.1 Certifications/Attestations

Certifications and attestations are performed by a third-party independent auditor. Our certifications, audit reports, and attestations of compliance are based on the results of the auditor's work. Below are the most frequently requested certifications in the US state, local, and education market. The full list of certifications and attestations can be found at https://aws.amazon.com/compliance/.

11.1.1 Federal Risk and Authorization Management Program (FedRAMP)

FedRAMP is a US government-wide program that delivers a standard approach to the security assessment, authorization, and continuous monitoring for cloud products and services. The governing bodies of FedRAMP include the Office of Management and Budget (OMB), US General Services Administration (GSA), US Department of Homeland Security (DHS), US Department of Defense (DoD), National Institutes of Standards & Technology (NIST), and the Federal Chief Information Officers (CIO) Council.

Cloud services providers (CSPs) like AWS who want to offer their products and services to the US government must demonstrate FedRAMP compliance. FedRAMP uses the NIST Special Publication 800 series and requires CSPs to receive an independent security assessment conducted by a third-party assessment organization (3PAO) to ensure that authorizations are compliant with the Federal Information Security Management Act (FISMA).

There are two paths for CSPs to be FedRAMP compliant:

- **Joint Authorization Board (JAB) Authorization** – To receive FedRAMP JAB Provisional Authority to Operate (P-ATO), a CSP is reviewed by the FedRAMP Program Management Office (PMO), is assessed by a FedRAMP-accredited 3PAO, and receives a P-ATO from the JAB. The JAB is made up of the CIOs from DoD, DHS, and GSA.
- **Agency Authorization** – To receive FedRAMP Agency Authority to Operate (ATO), a CSP is reviewed by a customer Agency CIO or Delegated Authorizing Official(s) to achieve a FedRAMP-compliant ATO that is verified by the FedRAMP PMO.

AWS and FedRAMP

AWS offers the following FedRAMP compliant systems that have been granted authorizations:

- **AWS GovCloud (US)**, which has been granted a JAB P-ATO and multiple ATOs for high impact level. The services in scope of the AWS GovCloud (US) JAB P-ATO boundary at high baseline security categorization can be found within the AWS Services in Scope by Compliance Program.

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- **AWS US East-West**, which has been granted a JAB P-ATO and multiple ATOs for moderate impact level. The services in scope of the AWS US East-West JAB P-ATO boundary at moderate baseline security categorization can be found within the AWS Services in Scope by Compliance Program.

FedRAMP for APN Partners

APN Partners and prospective customers can request access to the AWS APN Partner FedRAMP Security Package using AWS Artifact. Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.

11.1.2 Federal Information Processing Standard (FIPS)

The FIPS Publication 140-2 is a US government standard that specifies the security requirements for cryptographic modules that protect sensitive information.

AWS and FIPS

AWS works with customers to provide the information they need to manage compliance when using the AWS US East-West or AWS GovCloud (US) Regions. For more information about the standard, see Cryptographic Module Validation Program on the NIST Computer Security Resource Center website.

FIPS for APN Partners

The Amazon VPC VPN endpoints in the AWS GovCloud (US) Regions operate using FIPS 140-2 validated cryptographic modules. If you require use of FIPS 140-2 validated cryptographic modules when accessing AWS US East/West or AWS GovCloud (US) through use of the CLI or programmatically by using the APIs, the list of available FIPS endpoints by AWS Region can be found on our FIPS Publication 140-2 page.

11.1.3 International Organization for Standardization (ISO) 9001:2015

ISO 9001:2015 outlines a process-oriented approach to documenting and reviewing the structure, responsibilities, and procedures required to achieve effective quality management within an organization. The key to the ongoing certification under this standard is establishing, maintaining, and improving the organizational structure, responsibilities, procedures, processes, and resources in a manner in which AWS products and services consistently satisfy ISO 9001:2015 quality requirements.

AWS and ISO 9001:2015

AWS has undergone a systematic, independent examination of our quality system to determine whether the activities and activity outputs comply with ISO 9001:2015 requirements. A certifying agent found our quality management system to comply with the requirements of ISO 9001:2015 for the activities described in the scope of registration. You can download AWS's ISO 9001:2015 certification from our website.

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ISO 9001:2015 for APN Partners

The certification covers the quality management system over a specified scope of AWS Cloud services and Regions of operations. If you are pursuing ISO 9001:2015 certification while operating all or part of your IT systems on the AWS Cloud, you are not automatically certified by association. However, using an ISO 9001:2015 certified provider like AWS can make your certification process easier.

11.1.4 ISO/IEC 27001:2013

ISO/IEC 27001:2013 is a security management standard that specifies security management best practices and comprehensive security controls following the ISO/IEC 27002 best practice guidance. The basis of this certification is the development and implementation of a rigorous security program, which includes the development and implementation of an Information Security Management System (ISMS) which defines how AWS perpetually manages security in a holistic, comprehensive manner. This widely-recognized international security standard specifies that AWS do the following:

- Systematically evaluate our information security risks, taking into account the impact of threats and vulnerabilities.
- Design and implement a comprehensive suite of information security controls and other forms of risk management to address customer and architecture security risks.
- Have an overarching management process to ensure that the information security controls meet our needs on an ongoing basis.

AWS and ISO/IEC 27001:2013

AWS has certification for compliance with ISO/IEC 27001:2013, 27017:2015, and 27018:2014. These certifications are performed by independent third-party auditors. AWS's ISO/IEC 27001:2013 certification can be downloaded from our website.

ISO/IEC 27001:2013 for APN Partners

The ISO/IEC 27001:2013 certification for AWS covers the AWS security management process over a specified scope of services and data centers. If you are pursuing ISO/IEC certifications while operating part or all of your IT on the AWS Cloud, you are not automatically certified by association. However, using an ISO/IEC 27001:2013 certified provider like AWS can make your certification process easier.

11.1.5 ISO/IEC 27017:2015

ISO/IEC 27017:2015 provides guidance on the information security aspects of cloud computing, recommending the implementation of cloud-specific information security controls that supplement the guidance of the ISO/IEC 27002 and ISO/IEC 27001 standards. This code of practice provides additional information security controls implementation guidance specific to CSPs like AWS.

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AWS and ISO/IEC 27017:2015

AWS's attestation to the ISO/IEC 27017:2015 guidance not only demonstrates our ongoing commitment to align with globally-recognized best practices, but also verifies that AWS has a system of highly precise controls in place that are specific to cloud services. AWS's ISO/IEC 27017:2015 certification can be downloaded from our website.

ISO/IEC 27017:2015 for APN Partners

AWS's ISO/IEC 27017:2015 certification covers the security management process and cloud provider specific controls. If you are pursuing ISO/IEC certifications while operating part or all of your IT environment on the AWS Cloud, you are not automatically certified by association. However, using an ISO/IEC 27017:2015 certified provider like AWS can make your certification process easier. The AWS ISO/IEC 27017:2015 assessment provides evidence that our security controls are aligned with the 27017:2015 guidance specific to CSPs.

11.1.6 ISO/IEC 27018:2019

ISO/IEC 27018:2019 is a code of practice that focuses on protection of personal data in the cloud. It is based on ISO/IEC information security standard 27002 and provides implementation guidance on ISO/IEC 27002 controls applicable to public cloud personally identifiable information (PII). It also provides a set of additional controls and associated guidance intended to address public cloud PII protection requirements not addressed by the existing ISO/IEC 27002 control set.

AWS and ISO/IEC 27018:2019

AWS maintains the high bar of data protection and privacy controls outlined in ISO/IEC 27018:2014 for all customer content, regardless of whether or not any particular data is PII. AWS's ISO/IEC 27018:2019 certification can be downloaded from our website.

ISO/IEC 27018:2019 for APN Partners

Alignment demonstrates to customers that AWS has a system of controls in place that specifically address the privacy protection of their content. AWS's alignment with and independent third-party assessment of this internationally recognized code of practice demonstrates AWS's commitment to the privacy and protection of customers' content.

11.1.7 Payment Card Industry Data Security Standard (PCI DSS)

PCI DSS Level 1 is a proprietary information security standard administered by the PCI Security Standards Council, which was founded by American Express, Discover Financial Services, JCB International, MasterCard Worldwide, and Visa Inc.

PCI DSS applies to all entities that store, process, or transmit cardholder data (CHD) or sensitive authentication data (SAD), including merchants, processors, acquirers,

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issuers, and service providers. PCI DSS is mandated by the card brands and administered by the PCI Security Standards Council.

AWS and PCI DSS

AWS is certified as a PCI DSS 3.2 Level 1 Service Provider, the highest level of assessment available. The compliance assessment was conducted by Coalfire Systems Inc., an independent Qualified Security Assessor (QSA). The PCI DSS Attestation of Compliance (AOC) and Responsibility Summary is available to AWS customers by using AWS Artifact. Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.

PCI DSS for APN Partners

As a customer who uses AWS products and services to store, process, or transmit cardholder data, you can rely on AWS technology infrastructure as you manage your own PCI DSS compliance certification.

AWS does not directly store, transmit, or process any customer CHD. However, you may create your own cardholder data environment (CDE) that can store, transmit, or process cardholder data using AWS products.

Customers must manage their own PCI DSS compliance certification, and additional testing will be required to verify that your environment satisfies all PCS DSS requirements. However, for the portion of the PCI CDE that is deployed in AWS, your QSA can rely on AWS AOC without further testing.

11.1.8 System and Organization Control (SOC) Reports

AWS SOC Reports are independent third-party examination reports that demonstrate how AWS achieves key compliance controls and objectives. The purpose of these reports is to help you and your auditors understand the AWS controls established to support operations and compliance. **Table 3** describes the four AWS SOC Reports.

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Table 3 – AWS SOC Reports

Report	What is the report?	What's the Primary Report Purpose?	Who is the Primary Report Audience?
SOC 1	A description of the AWS control environment and external audit of AWS defined controls and objectives.	To provide information to customers about AWS's control environment that may be relevant to their internal controls over financial reporting. To provide information to customers and their auditors for their assessment and opinion of the effectiveness of internal controls over financial reporting (ICOFR).	Customer management and their auditors. AWS's SOC 1 report is available through AWS Artifact. Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.
SOC 2: Security, Availability and Confidentiality	A description of the AWS controls environment and external audit of AWS controls that meet the AICPA Trust Services Security, Availability, and Confidentiality Principles and Criteria.	To provide customers and users with a business need with an independent assessment of AWS's control environment relevant to system security, availability, and confidentiality.	Users with business need. AWS's SOC 2 report is available through AWS Artifact. Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.
AWS SOC 2 Privacy Type I Report	A description of the AWS controls environment and external audit of AWS controls that meet the AICPA Trust Services Privacy Principles and Criteria.	To provide customers with an independent assessment of AWS's systems and the suitability of the design of AWS's privacy controls. The SOC 2 Privacy Trust Principle, developed by the AICPA, establishes criteria for evaluating controls related to how personal information is collected, used, retained, disclosed, and disposed to meet the entity's objectives.	Users with business need to understand the AWS controls relevant to privacy. AWS's SOC 2 report is available through AWS Artifact. Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.
SOC 3: Security, Availability and Confidentiality	A public facing report demonstrating AWS has met the AICPA Trust Services Security, Availability, and Confidentiality Principles and Criteria.	To provide customers and users with a business need with an independent assessment of AWS's control environment relevant to system security, availability, and confidentiality without disclosing AWS internal information.	Publicly available on our website.

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11.2 Laws/Regulations/Privacy

AWS customers remain responsible for complying with applicable compliance laws and regulations. In some cases, AWS offers functionality (such as security features), enablers, and legal agreements (such as the AWS Data Processing Agreement and Business Associate Addendum) to support customer compliance. No formal certification is available to (or distributable by) a CSP like AWS within these law and regulatory domains. The following subsections provide details on the laws, regulations, and privacy considerations that APN Partners ask about most in regards to the US state, local, and education market.

11.2.1 Family Educational Rights and Privacy Act (FERPA)

The FERPA of 1974 was enacted to support and promote the protection of privacy and reasonable governance of student education records. FERPA provides parents of students and eligible students with the following:

- The right to inspect and review their education records
- Governance over disclosure of their education records
- A mechanism to amend incorrect education records

FERPA requires states to use reasonable methods to ensure the security of their IT solutions. This may be achieved by hosting education records on cloud computing solutions. The law, in general, requires covered institutions and agencies to reasonably safeguard student education records from improper use or disclosure. Securing student record information, including students' PII, is essential for educational institutions and vendors that provide services which fall under the purview of FERPA.

AWS and FERPA

AWS implements physical and logical controls for internal services and provides robust offerings externally for customers to leverage in order to comply with FERPA. These controls are discussed in detail in our FERPA Compliance on AWS whitepaper.

FERPA for APN Partners

Because FERPA was authored in 1974, it lacks clear guidance on modern technology use, which means that educational institutions are often left to create their own solutions. As part of this solution, customers are encouraged to take steps such as creating device compliance policies, threat protection plans, and data loss prevention plans that suit their organization to protect sensitive information. In addition, customers are encouraged to use encryption and access controls. Access controls also provide auditing and logging capabilities to customers in order to validate privacy and data protection policies that customers have in place. AWS offers a comprehensive set of features and services to make encryption of PII easy to manage and simpler to audit, including AWS KMS. Customers with FERPA compliance requirements have a great deal of flexibility in how they meet encryption requirements for PII.

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11.2.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)/ Health Information Technology for Economic and Clinical Health (HITECH)

HIPAA legislation is designed to make it easier for US workers to retain health insurance coverage when they change or lose their jobs. This legislation also seeks to encourage electronic health records to improve the efficiency and quality of the US healthcare system through improved information sharing. Along with increasing the use of electronic medical records, HIPAA includes provisions to protect the security and privacy of protected health information (PHI).

HITECH expanded the HIPAA rules in 2009. HIPAA and HITECH together establish a set of federal standards that are intended to protect the security and privacy of PHI.

11.2.2.1 AWS and HIPAA

There is no HIPAA certification for a CSP such as AWS. In order to meet the HIPAA requirements applicable to our operating model, AWS aligns our HIPAA risk management program with FedRAMP and NIST 800-53, which are higher security standards that map to the HIPAA Security Rule. NIST supports this alignment and has issued SP 800-66: An Introductory Resource Guide for Implementing the HIPAA Security Rule, which documents how NIST 800-53 aligns to the HIPAA Security Rule.

Under the HIPAA regulations, AWS is considered a business associate. The BAA is an AWS contract that is required under HIPAA rules to ensure that AWS appropriately safeguards PHI. The BAA also serves to clarify and limit, as appropriate, the permissible uses and disclosures of PHI by AWS, based on the relationship between AWS and our customers, and the activities or services being performed by AWS.

AWS has a standard BAA we present to customers for signature. It takes into account the unique services AWS provides and accommodates the AWS Shared Responsibility Model. To review, accept, and manage the status of the BAA for your account, sign in to AWS Artifact. Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.

11.2.2.2 HIPAA for APN Partners

AWS enables covered entities and their business associates subject to HIPAA to use the secure AWS environment to process, maintain, and store protected health information.

For detailed information about how you can use AWS for the processing and storage of health information, see the whitepaper Architecting for HIPAA Security and Compliance on Amazon Web Services.

The following resources are available for more information:

- HIPAA Compliance webpage

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- SlideShare presentation "Security and Privacy, Using AWS to Meet Requirements for HIPAA, CJIS, and FERPA"

11.2.3 Internal Revenue Service Publication 1075 (IRS Pub 1075)

IRS Pub 1075 provides guidance for US government agencies and their agents to protect Federal Tax Information (FTI).

While the IRS does not publish an official designation or certification for compliance with IRS Pub 1075, AWS supports organizations to protect FTI managed on the AWS Cloud by aligning our implementations of NIST 800-53 and FedRAMP security controls with the respective IRS Pub 1075 security requirements. AWS has worked closely with the IRS to ensure that the AWS GovCloud (US) and AWS US East/West Regions meet Pub 1075 requirements for storing and processing FTI. Refer to section 11.1.1 for information on AWS and FedRAMP security controls.

11.2.4 Voluntary Product Accessibility Template (VPAT)/Section 508

In 1998, the US Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology accessible to people with disabilities. Inaccessible technology interferes with an individual's ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in IT, make available new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals.

The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. § 794 (d)), agencies must give disabled employees and members of the public access to information that is comparable to the access available to others. Because Section 508 is a federal and state requirement, any and all of AWS government customers will have Section 508 compliance needs.

11.2.4.1 AWS and VPAT/Section 508

AWS is committed to complying with all relevant government standards and compliance controls. This commitment is reflected in the importance we place on understanding, implementing, and maintaining ongoing compliance with these standards for all individuals who access and consume our services.

11.2.4.2 VPAT/Section 508 for APN Partners

AWS provides API-based cloud computing services with multiple interfaces to those services, including SDKs, IDE Toolkits, and Command Line Tools for developing and managing AWS resources. AWS provides two graphical user interfaces, the AWS Management Console and the AWS ElasticWolf Client Console. The AWS ElasticWolf Client Console has incorporated Section 508 requirements, and AWS has prepared a VPAT that outlines the AWS ElasticWolf Client Console's accessibility features. The VPAT is available to customers using AWS Artifact. Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of

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that NDA. APN Partners can use these tools to help build a solution compliant with Section 508.

11.3 Alignments/Frameworks

Compliance alignments and frameworks include published security or compliance requirements for a specific purpose, such as a specific industry or function. AWS provides functionality (such as security features) and enablers (including compliance playbooks, mapping documents, and whitepapers) for these types of programs.

Requirements under specific alignments and frameworks may not be subject to certification or attestation; however, some alignments and frameworks are covered by other compliance programs. The following subsections provide details on the alignments and frameworks that APN Partners ask about most frequently for the US state, local, and education market.

11.3.1 Criminal Justice Information Services (CJIS)

Criminal Justice Information (CJI) refers to the data necessary for law enforcement agencies to perform their mission and enforce the laws, such as biometric, identity history, person, organization, property, and case/incident history data. CJI also refers to data necessary for civil agencies to perform their mission, including data used to make hiring decisions.

The CJIS Security Policy reflects the shared responsibility between Federal Bureau of Investigation (FBI) CJIS, CJIS Systems Agency, and the State Identification Bureaus (SIB) of the lawful use and appropriate protection of CJI. The CJIS Security Policy provides a baseline of security requirements for current and planned services and establishes a minimum standard for new initiatives.

11.3.1.1 AWS and CJIS

By using solutions built on AWS, agencies can manage and secure their applications, data, and other CJIS resources in the AWS GovCloud (US). AWS GovCloud (US) Regions consist of US data centers hosting services authorized to FedRAMP High, managed by US citizens, and offering the FIPS validated endpoints necessary to build CJIS-compliant solutions.

Technological advancements have removed the need to engage in the traditional method of relying on physical security and background checks as a way to qualify an individual's "access" to unencrypted CJI. While the traditional approach can help achieve minimum compliance under the CJIS Security Policy, it doesn't compare to the security that can be achieved using strong encryption practices and the deployment of "least privilege" principles to restrict CJI access to those with a need-to-know, right-to-know, and your explicit authorization.

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11.3.1.2 CJIS for APN Partners

Properly securing CJI and maintaining compliance with the CJIS Security Policy requires a number of security controls aimed at ensuring only authorized individuals have access to the CJI.

One critical control is the use of **independently tested and validated encryption** to protect sensitive information both in-transit and at-rest, regardless of physical location. AWS empowers customers and partners to encrypt their criminal justice data in AWS GovCloud (US) employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest. AWS GovCloud (US) also offers AWS Key Management Service (AWS KMS) using FIPS 140-2 validated hardware security modules, allowing you to create, own, and manage your own customer master keys for all encryption. These customer master keys never leave the AWS KMS FIPS validated hardware security modules unencrypted and are never known to AWS personnel.

Another critical control involves **limiting access** to individuals that hold or manage encryption keys, allowing agencies to define and limit the universe of users with logical access to CJI. The principal of least privilege is one of the most fundamental underpinnings of the CJIS Security Policy based on a "need-to-know, right-to-know" standard. AWS GovCloud (US) you can enforce least privilege by securely encrypting your CJI and limiting all access to the CJI to only those with access to the encryption keys. By using AWS GovCloud (US), you are provided AWS Cloud services, tools, and security assurance to enable your customers to retain complete control and ownership over their own criminal justice data.

See our webpage, Using AWS for Criminal Justice Information Solutions, for additional information.

11.3.2 Cloud Security Alliance (CSA)

CSA is a not-for-profit organization with a mission to "promote the use of best practices for providing security assurance within Cloud Computing, and to provide education on the uses of Cloud Computing to help secure all other forms of computing."

11.3.2.1 AWS and CSA

AWS participates in the voluntary CSA Security, Trust & Assurance Registry (STAR) Self-Assessment to document our compliance with CSA-published best practices. We publish our completed CSA Consensus Assessments Initiative Questionnaire (CAIQ) on the AWS website.

11.3.2.2 CSA for APN Partners

The CSA CAIQ provides a set of questions that the CSA anticipates a cloud consumer and/or cloud auditor would ask of a CSP like AWS. It provides a series of security, control, and process questions that can then be used for a wide range of uses, including cloud provider security evaluation.

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11.3.3 Federal Information Security Management Act (FISMA)

AWS enables US government agencies to achieve and sustain compliance with FISMA. The AWS infrastructure has been evaluated by independent assessors for a variety of government systems as part of their system owners' approval process. Numerous Federal Civilian and DoD organizations have successfully achieved security authorizations for systems hosted on AWS in accordance with the Risk Management Framework (RMF) process defined in NIST 800-37 and DoD Information Assurance Certification and Accreditation Process (DIACAP). AWS's secure infrastructure has helped federal agencies expand cloud computing use cases and deploy sensitive government data and applications in the cloud while complying with the rigorous security requirements of federal standards.

11.3.4 National Institute of Standards and Technology (NIST) 800-53

NIST 800-53 security controls are generally applicable to US Federal Information Systems. Federal Information Systems typically must go through a formal assessment and authorization process to ensure sufficient protection of confidentiality, integrity, and availability of information and information systems.

The NIST Cybersecurity Framework (CSF) is supported by governments and industries worldwide as a recommended baseline for use by any organization, regardless of its sector or size. According to Gartner, in 2015 the CSF was used by approximately 30 percent of US organizations, and usage is projected to reach 50 percent by 2020. Since Fiscal Year 2016, federal agency FISMA metrics have been organized around the CSF, and agencies are now required to implement the CSF under the Cybersecurity Executive Order.

11.3.4.1 AWS and NIST 800-53

AWS Cloud infrastructure and services have been validated by third-party testing performed against the NIST 800-53 Revision 4 controls and additional FedRAMP requirements. AWS has received FedRAMP ATOs from multiple authorizing agencies for both AWS GovCloud (US) and the AWS US East/West Regions. For more information, see the AWS FedRAMP compliance webpage, or the following FedRAMP Marketplace webpages:

- AWS East/West Region complete list of authorizing agencies
- AWS GovCloud (US) complete list of authorizing agencies
- AWS GovCloud JAB P-ATO at the high baseline

11.3.4.2 NIST 800-53 for APN Partners

Under NDA, AWS provides an AWS FedRAMP SSP template based upon NIST 800-53 Rev. 4, which is prepopulated with the applicable NIST 800-5 Rev. 4 Low/Moderate/High control baseline. Control responsibility is as follows:

- **Shared Responsibility** – You will provide security and configurations of your software components, and AWS will provide security for its infrastructure.

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- **Customer-Only Responsibility** – You are fully responsible for guest operating systems, deployed applications, and select networking resources (for example, firewalls). More specifically, you are solely responsible for configuring and managing your security *in* the cloud.
- **AWS-Only Responsibility** – AWS manages the cloud infrastructure, including the network, data storage, system resources, data centers, physical security, reliability, and supporting hardware and software. Applications built on top of the AWS system inherit the features and configurable options that AWS provides. AWS is solely responsible for configuring and managing security *of* the cloud.

For security authorization purposes, compliance with the FedRAMP requirements (based on NIST 800-53 rev 4 Low/Moderate/High control baseline) is contingent upon AWS fully implementing AWS-only and shared controls and you implementing customer-only and shared controls. A FedRAMP-accredited 3PAO has assessed and authorized AWS implementation of our control responsibility. The portion of shared controls that you are responsible for and the controls related to applications you implement on top of the AWS infrastructure must be separately assessed and authorized by you in agreement with NIST 800-37 and your specific security authorization policies and procedures.

AWS FedRAMP-compliant systems have been granted authorizations, have addressed the FedRAMP security controls (NIST 800-53), use the required FedRAMP templates for the security packages posted in the secure FedRAMP Repository, have been assessed by an accredited independent 3PAO, and maintain the continuous monitoring requirements of FedRAMP.

You can use the NIST CSF whitepaper to assess your AWS environment against the NIST CSF and improve the security measures you implement and operate. The whitepaper also provides a third-party auditor letter attesting to the AWS Cloud services' conformance to NIST CSF risk management practices.

11.3.5 Uptime Institute Tiers

The Uptime Institute created the standard Tier Classification System to evaluate various data center facilities in terms of potential site infrastructure performance, or uptime. Uptime Institute has not authorized other organizations to certify data centers under its Tier Classification System. Uptime Institute does not design, build, or operate data centers.

11.3.5.1 AWS and Uptime Institute Tiers

AWS operates our data centers in alignment with the Tier III+ guidelines, but we have chosen not to have a certified Uptime Institute-based tiering level so that we have more flexibility to expand and improve performance. AWS's approach to infrastructure performance acknowledges Uptime Institute's tiering guidelines and applies them to our global data center infrastructure design to ensure the highest level of performance and availability for our customers. AWS then improves on the guidelines provided by the Uptime Institute to scale for global operations and produce an operating outcome for

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availability and performance that far exceeds that which would be achieved through the Uptime Institute tiering guidelines alone. Although we do not claim alignment with Tier IV, we can ensure that our systems have a fault tolerant sequence of operations with self-correcting mitigations in place.

AWS has identified critical system components required to maintain the availability of the system and recover service in the event of outage. Critical system components are backed up across multiple, isolated locations known as Availability Zones. Each Availability Zone runs on its own physically distinct, independent infrastructure, and is engineered to be highly reliable. Availability Zones are connected to each other with fast, private fiber-optic networking, enabling you to easily architect applications that automatically fail-over between Availability Zones without interruption.

11.3.5.2 Uptime Institute Tiers for APN Partners

AWS customers can build highly resilient systems in the cloud by employing multiple instances in multiple Availability Zones plus data replication to achieve extremely high recovery time and recovery point objectives, as well as service availability of 99.999% and more. Service availability is therefore a function of the design; customers who care about the availability and performance of their applications want to deploy these applications across multiple Availability Zones in the same region for fault tolerance and low latency. Some AWS Cloud services, such as Amazon S3, are built to leverage all Availability Zones within the region and have a durability objective of 99.999999999%.

12.0 Managing your AWS Resources

With the AWS Cloud, customers can easily provision, manage, and monitor all of their IT resources through a “single pane of glass” with the tool that best fits their unique needs. This helps you know what is going on in your cloud environment, such as instance health, logs of user actions, and ways you can save money. AWS Cloud services are driven by robust APIs that allow for a wide variety of monitoring, management and developer tools to integrate easily with AWS Cloud resources. Common tools from vendors such as Microsoft, VMware, BMC Software, Okta, RightScale, Eucalyptus, CA, Xceedium, Symantec, Racemi, and Dell are supported on AWS. Below are some AWS-native management options, which can be used alongside familiar management tools available on AWS Marketplace.

12.1 AWS Management Console

The AWS Management Console is a single destination for managing all AWS resources. Customers can use the AWS Management Console to perform any number of tasks (e.g., deploying new applications, monitoring the health of applications, accessing monthly spending by service, and managing security credentials). The AWS Management Console supports all AWS Regions and lets customers provision resources across multiple Regions.

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12.2 Command Line Interface (CLI)

The AWS CLI is a unified tool used to manage AWS Cloud services. With just one tool to download and configure, customers can control multiple AWS resources from the command line and automate them through scripts. The AWS CLI introduces a new set of simple file commands for efficient file transfers to and from Amazon S3.

12.3 AWS Developer Tools

AWS offerings are provided with a range of supporting components like developer tools, toolkits, and command line tools for developing and managing your AWS applications:

The AWS Developer Tools help you securely store and version control your application's source code and automatically build, test, and deploy your application to AWS or your on-premises environment, including tools for continuous integration and continuous delivery. Our developer tools include the following:

- AWS Cloud9 – Write, run, and debug code in a cloud integrated development environment (IDE)
- AWS CodeBuild – Build and test code
- AWS CodeCommit – Store code in private Git repositories
- AWS CodeDeploy – Automate code deployments
- AWS CodePipeline – Release software using continuous integration and delivery
- AWS CodeStar – Develop, build, and deploy applications on AWS
- Amazon Corretto – Develop and run Java applications on popular operating systems, including Linux, Windows, and macOS
- AWS X-Ray – Analyze and debug production applications

12.4 Management Tools

AWS provides management tools that allows you to programmatically provision, monitor, and automate all the components of your cloud environment. Using these tools, you can maintain consistent controls without restricting development velocity. These services all work together and are integrated with every part of the AWS platform, allowing you to have greater insight into your cloud environment as well as maintain logs necessary for audits. Our management tools include the following:

- AWS Auto Scaling – Easily and safely scale multiple AWS resources
- Amazon CloudWatch – Collect and track metrics, collect and monitor log files, set alarms, and automatically react to changes in your AWS resources
- AWS CloudFormation – Model and provision—in an automated and secure manner—all the resources needed for your applications across all regions and accounts
- AWS CloudTrail – Automatically log, continuously monitor, and retain account activity related to actions across your AWS infrastructure
- AWS Command Line Interface (AWS CLI) – Interact with AWS Cloud services using commands in your command-line shell

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- AWS Config – Inventory all configurations across your resources
- AWS Control Tower – Configure AWS management and security services based on established best practices in a secure, compliant, multi-account environment
- AWS License Manager – Manage licenses in AWS and on-premises servers from software vendors such as Microsoft, SAP, Oracle, and IBM
- AWS Management Console – Access and manage AWS Cloud services through a simple and intuitive web-based user interface
- AWS OpsWorks – Host and scale Chef Automate and Puppet Enterprise servers
- AWS Personal Health Dashboard – View the performance and availability of the AWS Cloud services underlying your AWS resources
- AWS Systems Manager – Centralize operational data from multiple AWS Cloud services and automate tasks across your AWS resources
- AWS Service Catalog – Create, manage, and distribute catalogs of approved products to end users, who can then access the products they need in a personalized portal
- AWS Trusted Advisor – Provision your resources by following best practices
- AWS Well-Architected Tool – Review the state of your workloads and compare them to the latest AWS architectural best practices

AWS also offers several tools for cost management:

- AWS Budgets – Set custom budgets that alert you when your costs or usage exceed (or are forecasted to exceed) your budgeted amount
- AWS Cost and Usage Report – Customize a report that lists AWS usage for each service category used by an account and its IAM users in hourly or daily line items, as well as any tags that you have activated for cost allocation purposes
- AWS Cost Explorer – Visualize, understand, and manage your AWS costs and usage over time

13.0 Back-up and Disaster Recovery (DR)

Customers of all sizes are using AWS to enable faster disaster recovery (DR) of their critical IT systems without incurring the infrastructure expense of a second physical site. AWS is a secure, high-performance, flexible, money-saving, and easy-to-use cloud computing platform. AWS takes care of the undifferentiated heavy lifting required to create, implement, and manage scalable backup and recovery solutions.

There are many advantages to using AWS as part of your data protection strategy:

- **Durability:** Amazon S3, Amazon S3 Glacier, and S3 Glacier Deep Archive are designed for 99.999999999 percent (11 nines) of durability. Both platforms offer reliable backup of data, with object replication across at least three geographically dispersed Availability Zones. Many AWS services use Amazon S3 for storage and export/import operations. For example, Amazon Elastic Block Store (Amazon EBS) uses Amazon S3 for snapshot storage.

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- **Security:** AWS provides a number of options for access control and data encryption while in-transit and at-rest.
- **Global infrastructure:** AWS services are available around the globe, so you can back up and store data in the Region that meets your compliance and workload.
- **Compliance:** AWS infrastructure is certified for compliance with the following standards, so you can easily fit the backup solution into your existing compliance regimen.
    - Service Organization Controls (SOC)
    - Statement on Standards for Attestation Engagements (SSAE) 16
    - International Organization for Standardization (ISO) 27001
    - Payment Card Industry Data Security Standard (PCI DSS)
    - Health Insurance Portability and Accountability Act (HIPPA)
    - SEC1
    - Federal Risk and Authorization Management Program (FedRAMP)
- **Scalability:** With AWS, you don't have to worry about capacity. As your needs change, you can scale your consumption up or down without administrative overhead.
- **Lower total cost of ownership (TCO):** The scale of AWS operations drives down service costs and helps lower the TCO of AWS services. AWS passes these cost savings on to customers through price drops.
- **Pay-as-you-go pricing:** Purchase AWS services as you need them and only for the period that you plan to use them. AWS pricing has no upfront fees, termination penalties, or long-term contracts.

AWS Elastic Disaster Recovery (AWS DRS) continuously replicates your machines (including operating system, system state configuration, databases, applications, and files) into a low-cost staging area in your target AWS account and preferred Region. In the case of a disaster, you can instruct CloudEndure Disaster Recovery to automatically launch thousands of your machines in their fully provisioned state in minutes.

Using these capabilities on our global infrastructure, you can build a DR solution to fit your budget, recovery time objective (RTO), and recovery point objective (RPO) (depicted in **Figure 9**). An organization typically decides on an acceptable RTO and RPO based on the financial impact when systems are unavailable. The organization

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then plans solutions to provide cost-effective system recovery based on the RPO within the timeline and the service level established by the RTO.

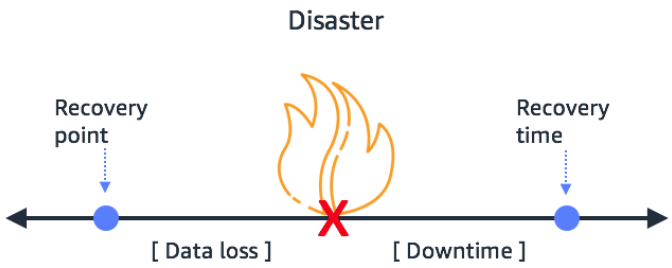

Figure 9 – RPO and RTO

Figure 10 shows a spectrum of scenarios—backup and restore, pilot light, warm standby, and multi-site—arranged by how quickly a system can be available to users after a DR event. Typically, the shorter the recovery, the higher the cost of the solution.

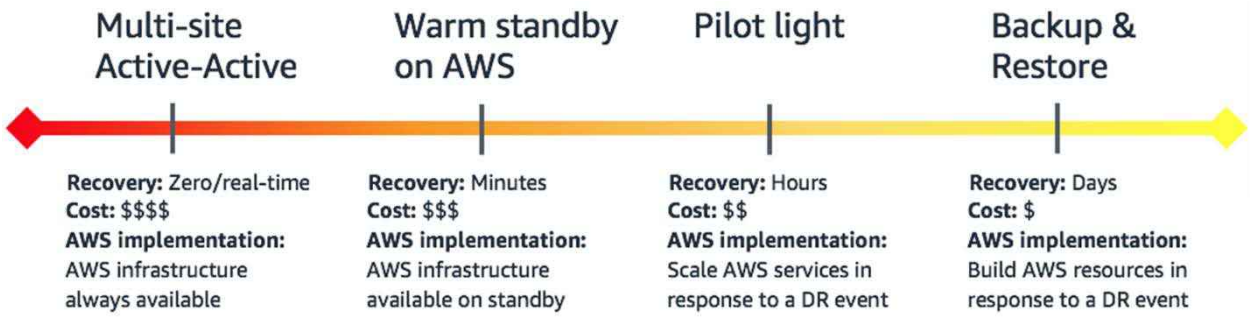

Figure 10 – Spectrum of DR Options

Each DR option is discussed in more detail below.

13.1 Backup and Restore

In most traditional environments, data is backed up to tape and sent offsite regularly. Recovery time will be the longest using this method, and lack of automation leads to increased costs. Amazon S3 is ideal for backup data, as it is designed to provide 99.999999999% durability of objects over a given year. Amazon S3 offers a range of storage classes—including options for one-zone infrequent access and archive—to help you save on costs. Transferring data to and from Amazon S3 is typically done via the network, and it is therefore accessible from any location. For a hybrid architecture, you can use AWS Storage Gateway to automatically back up on-premises data to Amazon S3. To centralize and automate your backup, AWS Backup allows you to configure backup policies and monitor backup activity.

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13.2 Pilot Light for Simple Recovery into AWS Warm Standby Solution

The idea of the pilot light is an analogy that comes from the gas heater. In a gas heater, a small idle flame that's always on can quickly ignite the entire furnace to heat up a house as needed. This scenario is analogous to a backup and restore scenario; however, you must ensure that you have the most critical core elements of your system already configured and running in AWS (the pilot light). The pilot light typically uses a compute service like Amazon EC2 or a database service like Amazon RDS. When the time comes for recovery, you would rapidly provision a full-scale production environment around the critical core.

13.3 Warm Standby Solution in AWS

The term "warm standby" is used to describe a DR scenario in which a scaled-down version of a fully functional environment is always running in the cloud. It further decreases recovery time because, in this case, some services are always running. By identifying business-critical systems, you could fully duplicate these systems on AWS and have them always on. These servers can be running on a minimum-sized fleet of Amazon EC2 instances on the smallest sizes possible. This solution is not scaled to handle a full-production load, but it is fully functional. It can be used for non-production work, such as testing, quality assurance, and internal use. In a disaster, you can scale out the system quickly to handle the production load by adding more instances. You can automate this process using Amazon EC2 Auto Scaling and Elastic Load Balancing.

13.4 Multi-Site Solution Deployed on AWS and Onsite

A multi-site solution runs in AWS as well as on your existing on-premises infrastructure in an active-active configuration. During a disaster situation, you can simply send all traffic to AWS servers, which can scale to handle the full production load. For this approach, you can use a DNS service that supports weighted routing, such as Amazon Route 53, to route production traffic to different sites that deliver the same application or service. A proportion of traffic will go to your infrastructure in AWS, and the remainder will go to your onsite infrastructure. In an onsite disaster situation, you can adjust the DNS weighting and send all traffic to the AWS servers. The capacity of the AWS Cloud service can be rapidly increased to handle the full production load. You can automate this process using Amazon EC2 Auto Scaling and Elastic Load Balancing.

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14.0 Security Questionnaires

Under the Shared Responsibility Model, AWS is responsible for security *of* the cloud: protecting the infrastructure that runs all of the services offered in the AWS Cloud. All other security *in* the cloud is dependent on your management of your account(s) and your solution. AWS personnel cannot fill out Security Questionnaires on behalf of our APN Partners. In addition, as an APN Partner, you maintain full control of your content and responsibility for configuring access to AWS services and resources. We provide an advanced set of access, encryption, and logging features to help you do this effectively (e.g., AWS Identity and Access Management, AWS Organizations and AWS CloudTrail). You choose how your content is secured. In the event that you need assistance to complete a questionnaire to document AWS security and compliance positions, we have the following resources to assist with understanding security on AWS. If you have additional questions about a specific requirement, please reach out and we will try to provide further information.

- Compliance FAQs – This page answers frequently-asked questions about compliance.
- AWS Artifact – AWS Artifact is your go-to, central resource for compliance-related information that matters to you. It provides on-demand access to AWS's security and compliance reports and select online agreements. The AWS SOC 2 report is particularly helpful for completing questionnaires because it provides a comprehensive description of the implementation and operating effectiveness of AWS security controls. Another useful document is the Executive Briefing within the AWS FedRAMP Partner Package. Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.
- CSA Consensus Assessments Initiative Questionnaire – The CSA Consensus Assessments Initiative Questionnaire provides a set of questions the CSA anticipates a cloud consumer and/or auditor would ask of a cloud provider. It provides a series of security, control, and process questions which can then be used for a wide range of uses, including cloud provider selection and security evaluation. This document contains the AWS answers to the CSA questionnaire.
- AWS Risk and Compliance Whitepaper – This document addresses AWS-specific information around general cloud computing compliance questions. There are detailed descriptions of all AWS certifications, programs, reports, and third-party attestations.
- AWS Data Center Controls Web Page – Many questionnaires have an entire section with questions related to data center physical security. This web page provides you with insight into some of our physical and environmental controls.
- Data Privacy – This page details our privacy and data security policies, practices, and technologies we've put in place.
- AWS Security and Compliance Quick Reference Guide – This guide provides an overview of our assurance programs and how to secure your content on the AWS Cloud.

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- AWS Compliance Center – This page offers you a central location to research cloud-related regulatory requirements and how they impact your industry.

15.0 AWS Public Sector Access Policy – Instructions

If this opportunity requires the resale of AWS offerings, you must include the AWS Public Sector Access Policy ("Access Policy") in your response and incorporate the Access Policy in any agreement regarding such resale, per your Reseller Agreement, as amended. The Access Policy sets out rules, conditions, and restrictions regarding use of the AWS cloud services and can be accessed at: https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Public+Sector+Access+Policy.pdf

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16.0 Industry Analyst Reports on AWS Market Position

[Note: "Do not edit content in this section, or use in a public document other than a direct RFx response. And, please include all citations and disclaimers outlined below."]

AWS offers reports from trusted third-party analysts to help organizations understand the benefits and value of the AWS Cloud. The AWS in Analyst Research page provides reports and analysis from firms such as Gartner, IDC, and Forrester covering a variety of product categories and geographies.

Gartner, Inc., a leading information technology research company, recently released its 2021 Magic Quadrant for Cloud Infrastructure and Platform Services[2] [3] report. In Gartner's second evaluation covering both cloud infrastructure and platform services (IaaS & PaaS, or "CIPS"), AWS is evaluated as a Leader placed highest in both axes of measurement, Ability to Execute and Completeness of Vision (see **Figure 11**). This is the eleventh straight year that Gartner has recognized AWS as a Leader in the Magic Quadrant.

[2] Gartner, Magic Quadrant for Cloud Infrastructure & Platform Services, Raj Bala, Bob Gill, Dennis Smith, Kevin Ji, David Wright, 27 July 2021. Gartner and Magic Quadrant are registered trademarks of Gartner, Inc. and/or its affiliates in the U.S. and internationally and is used herein with permission. All rights reserved. Gartner does not endorse any vendor, product or service depicted in its research publications, and does not advise technology users to select only those vendors with the highest ratings. Gartner research publications consist of the opinions of Gartner's research organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

[3] All statements in this report attributable to Gartner represent AWS's interpretation of data, research opinion or viewpoints published as part of a syndicated subscription service by Gartner, Inc., and have not been reviewed by Gartner. Each Gartner publication speaks as of its original publication date (and not as of the date of this proposal). The opinions expressed in Gartner publications are not representations of fact and are subject to change without notice.

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Source: Gartner (July 2021)

Figure 11 – 2021 Gartner Magic Quadrant for Cloud Infrastructure and Platform Services

More analyst reports can be found at AWS in Analyst Research.

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AWS Resources

AWS Overview

- What is Cloud Computing: https://aws.amazon.com/what-is-cloud-computing/
- Types of Cloud Computing: https://aws.amazon.com/types-of-cloud-computing/
- About AWS: https://aws.amazon.com/about-aws/
- AWS Global Infrastructure: https://aws.amazon.com/about-aws/global-infrastructure/

AWS Solutions

- Websites and Web Hosting: https://aws.amazon.com/websites/
- Development and Test: https://aws.amazon.com/dev-test/
- Backup and Restore: https://aws.amazon.com/backup-restore/
- Data Archive: https://aws.amazon.com/archive/
- Disaster Recovery: https://aws.amazon.com/disaster-recovery/
- Big Data: https://aws.amazon.com/big-data/
- High Performance Computing: https://aws.amazon.com/hpc/
- Internet of Things: https://aws.amazon.com/iot/
- Financial Services: https://aws.amazon.com/financial-services/
- Healthcare and Life Sciences https://aws.amazon.com/health/
- Genomics: https://aws.amazon.com/health/genomics/
- Business Applications: https://aws.amazon.com/business-applications/
- DevOps https://aws.amazon.com/devops/

AWS Products and Services

- List of all AWS cloud services: https://aws.amazon.com/products/
- AWS Marketplace: https://aws.amazon.com/marketplace/
- AWS service documentation: http://aws.amazon.com/documentation/

AWS in the Public Sector

- AWS Public Sector Homepage: https://aws.amazon.com/government-education/
- U.S. Federal Government: https://aws.amazon.com/federal/
- State and Local Government: https://aws.amazon.com/stateandlocal/
- Defense and Aerospace: https://aws.amazon.com/government-education/defense/
- Education: https://aws.amazon.com/education/
- Nonprofit Organizations https://aws.amazon.com/government-education/nonprofits/
- AWS GovCloud (US) Region: http://aws.amazon.com/govcloud-us/
- AWS Government Partners: https://aws.amazon.com/partners/government/
- AWS Public Sector Blog: https://aws.amazon.com/blogs/publicsector/

AWS Partner Community

- AWS Partner Network: https://aws.amazon.com/partners/
- AWS Partner Directory: http://www.aws-partner-directory.com/
- AWS Partner Programs: https://aws.amazon.com/partners/programs/

AWS Professional Services

- AWS Professional Services: https://aws.amazon.com/professional-services/
- AWS Cloud Adoption Framework: https://aws.amazon.com/professional-services/CAF/

AWS Pricing

- AWS Pricing Overview: http://aws.amazon.com/pricing/
- Pricing for each service: https://aws.amazon.com/pricing/services/
- AWS Economics Center: https://aws.amazon.com/economics/
- Cloud Financial Management: https://aws.amazon.com/aws-cost-management/
- AWS Simple Monthly Calculator: http://calculator.s3.amazonaws.com/index.html
- AWS TCO Calculator: http://aws.amazon.com/tco-calculator/

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AWS Billing

- AWS Billing and Cost Management: http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/billing-what-is.html
- Consolidated Billing: http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/consolidated-billing.html
- Cost Explorer: http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/cost-explorer-what-is.html
- AWS Budgets and Forecasts: http://docs.aws.amazon.com/awsaccountbilling/latest/aboutv2/budgets-managing-costs.html

AWS Security and Compliance

- AWS Security Center: http://aws.amazon.com/security/
- AWS Shared Responsibility Model: http://aws.amazon.com/security/sharing-the-security-responsibility/
- AWS Compliance: http://aws.amazon.com/compliance/
- AWS Data Privacy: http://aws.amazon.com/compliance/data-privacy-faq/
- Access Control: http://aws.amazon.com/iam/
- AWS Security Blog: https://blogs.aws.amazon.com/security/

AWS Support

- AWS Support Tiers: https://aws.amazon.com/premiumsupport/
- Support Knowledge Center: https://aws.amazon.com/premiumsupport/knowledge-center/
- AWS Trusted Advisor: https://aws.amazon.com/premiumsupport/trustedadvisor/

AWS Training and Best Practices

- AWS Training and Certification: http://aws.amazon.com/training/
- AWS Architecture Center: http://aws.amazon.com/architecture/
- AWS Quick Starts: https://aws.amazon.com/quickstart/

Industry Analysis

- Analyst Reports: http://aws.amazon.com/resources/analyst-reports/
- Gartner Magic Quadrant for Cloud Infrastructure and Platform Services (July 2021): https://www.gartner.com/doc/reprints?id=1-271OE4VR&ct=210802&st=sb&refid=ar-card&trkcampaign=acq
- IDC Report: Quantifying the Business Value of Amazon Web Services: http://d0.awsstatic.com/analyst-reports/IDC_Business_Value_of_AWS_May_2015.pdf

AWS Case Studies

- AWS Case Studies: https://aws.amazon.com/solutions/case-studies/

Procurement

- AWS Public Sector Contract Center: http://aws.amazon.com/contract-center/
- 10 Considerations for a Cloud Procurement Whitepaper: http://d0.awsstatic.com/whitepapers/10-considerations-for-a-cloud-procurement.pdf
- How to Buy Cloud Computing Services for your Agency (Webinar): https://aws.amazon.com/webinars/buying-cloud-computing-services/

Legal

- AWS Customer Agreement: http://aws.amazon.com/agreement/
- AWS Service Terms: https://aws.amazon.com/service-terms/
- AWS Acceptable Use Policy: http://aws.amazon.com/aup/
- AWS Trademark Guidelines: http://aws.amazon.com/trademark-guidelines/
- AWS Site Terms: http://aws.amazon.com/terms/
- AWS Privacy Notice: https://aws.amazon.com/privacy/
- AWS Tax Help: http://aws.amazon.com/tax-help/

Additional Resources

- AWS Blog: https://aws.amazon.com/blogs/aws/
- AWS Discussion Forums: https://forums.aws.amazon.com/index.jspa
- What's New from AWS: http://aws.amazon.com/new/
- AWS YouTube Channel: https://www.youtube.com/user/AmazonWebServices
- AWS Twitter Feed: https://twitter.com/awscloud
- AWS on SlideShare: http://www.slideshare.net/AmazonWebServices
- Events and Webinars https://aws.amazon.com/about-aws/events/
- An E-Book of Cloud Best Practices:

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https://medium.com/aws-enterprise-collection/an-e-book-of-cloud-best-practices-for-your-enterprise-4a211840c55b#.corzpjf3m

AWS Whitepapers

- AWS Whitepapers and Guides: http://aws.amazon.com/whitepapers/
- Overview of AWS Whitepaper: http://d0.awsstatic.com/whitepapers/aws-overview.pdf
- Security Resources and Whitepapers: http://aws.amazon.com/security/security-resources/
- AWS Compliance whitepapers: http://aws.amazon.com/compliance/aws-whitepapers/
- Best Practices for Security, Identity, & Compliance: https://aws.amazon.com/architecture/security-identity-compliance
- AWS Risk and Compliance Whitepaper: https://d0.awsstatic.com/whitepapers/compliance/AWS_Risk_and_Compliance_Whitepaper.pdf
- AWS Storage Services Overview: https://d0.awsstatic.com/whitepapers/Storage/AWS%20Storage%20Services%20Whitepaper-v9.pdf

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this document.

EXHIBIT B
INSURANCE REQUIREMENTS
(City Detect Property Condition Analysis)

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE
Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

4. **Cyber Liability Insurance**, with limits not less than **$1,000,000** per occurrence or claim, **$1,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors & Omissions

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than **$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include, *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage
For any claims related to this contract, the **Vendor's insurance coverage shall be primary and non-contributory**. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of

Stockton, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies. The City of Stockton does not accept endorsements limiting the Vendor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton**.

Waiver of Subrogation

Vendor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Vendor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Vendor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.

Verification of Coverage
Vendor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances
City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

ATTACHMENT A

Pricing Proposal
Quotation #: 24841456
Created On: 5/9/2024
Valid Until: 5/31/2024

CA-City of Stockton

Almarosa Vargas
425 North El Dorado Street
Stockton, CA 95202
United States
Phone: 209-937-5108
Fax:
Email: Almarosa.Vargas@Stocktonca.gov

Inside Sales Manager - Public Sector

Christopher Fisahn
290 Davidson Ave
Somerset, NJ 08873
Phone: 7325648573
Fax:
Email: Christopher_Fisahn@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Annual organizational license for City Detect's automated blight detection software that automatically detects and maps various forms and factors of blight including property decay, housing violations, litter, debris, and graffiti. City Detect Inc. - Part#: NPN-CITYD-CITYA-A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: – 5/1/2025 **Note:** Year 1 ending May 2025 - 50% Due upfront upon Mutual contract execution	1	$118,800.00	$118,800.00
2	Annual organizational license for City Detect's automated blight detection software that automatically detects and maps various forms and factors of blight including property decay, housing violations, litter, debris, and graffiti. City Detect Inc. - Part#: NPN-CITYD-CITYA-A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: – 5/1/2025 **Note:** Year 1 ending May 2025 - 50% Due upon completion of milestones	1	$118,800.00	$118,800.00
3	Annual organizational license for City Detect's automated blight detection software that automatically detects and maps various forms and factors of blight including property decay, housing violations, litter, debris, and graffiti. City Detect Inc. - Part#: NPN-CITYD-CITYA-A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: – 5/1/2026 **Note:** Year 2 ending May 2026, payment due on anniversary of agreement.	1	$237,600.00	$237,600.00
			Subtotal	$475,200.00
			Total	$475,200.00

Additional Optional Items

Annual organizational license for City Detect's automated blight detection software that automatically detects and maps various forms and factors of blight including property decay, housing violations, litter, debris, and graffiti.	1	$237,600.00	$237,600.00

City Detect Inc. - Part#: NPN-CITYD-CITYA-A
Contract Name: Omnia Partners - IT Solutions
Contract #: 2018011-02
Coverage Term: – 5/1/2027
Note: Option Year 3 May 2027 may be exercised by postal or digital mail sent to City Detect confirming Customer's intent to exercise the option within (6) months of the end of Year 2. Payment due on anniversary of agreement.

Additional Comments

By submitting an order in reference to this quotation, you are providing approval to the below terms:

This is a two (2) year term with an annual payment structure, with an Optional Year 3. Customer is subject to full cost of the two (2) year agreement. Customer is required to provide City Detect and SHI at least fourty-five (45) day notice if they wish to cancel Year 2.

Option Year 3 - May 2027 - may be exercised by postal or digital mail sent to City Detect and SHI confirming Customer's intent to exercise the option within (6) months of the end of Year 2.

Installment Payments: All payments are due NET 30 from their respective invoice date.

By purchasing year 1, customer commits to the following schedule:

Payment 1: $118,800.00 due Net 30 from the original purchase
Payment 2: $118,800.00 due Net 30 from the completion of the below:
- All cameras installed on vehicles;
- All initial requested users have either received an invitation to self-onboard onto the cloud based web application or are onboarded via City Detect's team;
- At least 5 code officers or users have been provided the opportunity to attend or have attended a virtual training session on how to use the web application and data collected

Payment 3: $237,600.00 will be invoiced 1 year from the original purchase date and due NET 30

Optional:
Payment 4: $237,600.00 will be invoiced 2 years from the original purchase date and due NET 30

Total 3-Year Cost: $712,800.00

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

File #: 24-0558, **Version:** 1

APPROVE A MOTION TO ESTABLISH THE PRE-QUALIFIED CONSTRUCTION CONTRACTOR BIDDERS LIST FOR THE ANIMAL SHELTER RENOVATION PROJECT

RECOMMENDATION

It is recommended that the City Council approve a motion to establish the Pre-Qualified Construction Contractor Bidders List for the Animal Shelter Renovation, Project No. P023001.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Summary

The Stockton Animal Shelter is located at 1575 South Lincoln Street (Attachment A - Vicinity Map). The Animal Shelter Renovation project includes updating the existing facility plus construction of a new building to improve overall functionality and operations. The project will add a cattery, medical facilities, staff offices, restrooms, animal isolation and rehabilitation areas, and conference room space. Updates to the existing Animal Shelter will include network upgrades, backup generators, uninterrupted power supply, a new industrial freezer, and repurposing existing modular buildings on site.

On March 11, 2024, Public Works advertised a Request for Pre-Qualifications (RFQ) for the construction of the Animal Shelter Renovation, Project No. P023001. On April 17, 2024, seven contractors submitted a pre-qualification package.

A Review Committee reviewed the pre-qualification packages and determined six of the seven contractors meet the qualification standards described in the RFQ. With the establishment of the pre-qualified list, only contractors from the list can submit a construction bid for the project.

It is recommended that Council approve a motion to establish the Pre-Qualified Bidders List for the Animal Shelter Renovation, Project No. P023001.

DISCUSSION

Background

The Stockton Animal Shelter facility is located at 1575 South Lincoln Street in Stockton, CA (Attachment A - Vicinity Map). The facility currently operates with 18 full-time employees and 30 contract and volunteer workers. The Animal Shelter provides medical treatment for up to 10,000 animals annually including spay/neuter, emergency, and dental care.

The Animal Shelter Renovation project includes updating the existing facility plus construction of a new building to improve overall functionality and operations. The project will add a cattery, medical facilities, staff offices, restrooms, animal isolation and rehabilitation areas, and conference room space. Updates to the existing Animal Shelter will include network upgrades, backup generators, uninterrupted power supply, a new industrial freezer, and repurposing existing modular buildings on site.

On May 24, 2022, by Resolution No. 2022-05-24-1504, Council authorized a Professional Services Contract with Swatt Miers Architects to prepare plans, specifications, and estimates for the construction of the Animal Shelter Renovation, Project No. P023001. Final construction documents are now complete, and the project is ready to be advertised for construction.

The Public Works Department recommends use of a pre-qualification process to ensure the City obtains a contractor qualified to perform the construction of a project of this size and complexity. This process will result in a pre-qualified pool of contractors that will be allowed to bid on the project.

Staff created a thorough pre-qualification process to ensure the contractors meet City requirements, have financial stability, and have a high standard for safety and health. Pre-qualification evaluation criteria have been established to help determine which General Building Contractors are deemed qualified to successfully construct the project. The criteria used to evaluate prospective contractors were as follows:

1. Demonstration of similar project experience;

2. Meet bonding capacity and insurance conditions;

3. Meet financial requirements;

4. Company business history and organizational performance;

5. Company's compliance with safety, workers compensation, prevailing wage, and apprenticeship laws; and

6. Satisfactory reference check on two previously completed projects.

Contractors that satisfy the above minimum requirements will be placed on the Pre-Qualified Bidders List and allowed to submit construction bids for the project (Attachment B).

<u>Present Situation</u>

On March 11, 2024, Public Works advertised for contractors to submit a pre-qualification package for construction of the Animal Shelter Renovation, Project No. P023001. On April 17, 2024, seven contractors submitted a pre-qualification package:

1. AMG & Associates, Inc. (Santa Clarita, CA)
2. CWS Construction Group (Novato, CA)

3. D.G. Granade, Inc. (Shingle Springs, CA)
4. F and H Construction (Lodi, CA)
5. Plant Construction Company, L.P. (San Francisco, CA)
6. Rodan Builders, Inc. (Hayward, CA)
7. Stratus Construction Company, Inc. (Stockton, CA)

A Review Committee reviewed the pre-qualification packages and determined that six of the seven contractors meet the City's minimum requirements. Stratus Construction Company, Inc. does not meet the minimum requirements and will not move forward in the qualification process.

Staff recommends Council approve a motion to establish the Pre-Qualified Construction Contractor Bidders List for the Animal Shelter Renovation, Project No. P023001. With the establishment of the pre-qualified list, only contractors from the list can submit a construction bid for the project.

The project plans are complete and are expected to be advertised for construction in June 2024 to the approved pre-qualified bidders (Attachment B).

FINANCIAL SUMMARY

There is no financial impact to the City's General Fund or any other unrestricted fund as a result of taking the recommended action.

Attachment A - Vicinity Map
Attachment B - Pre-Qualified Bidders List

ANIMAL SHELTER RENOVATION, PROJECT NO. P023001

CITY OF STOCKTON

DEPARTMENT OF PUBLIC WORKS

PRE-QUALIFIED BIDDERS LIST
ANIMAL SHELTER RENOVATION, PROJECT NO. P023001

1. AMG & Associates, Inc. (Santa Clarita, CA)
2. CWS Construction Group (Novato, CA)
3. D.G. Granade, Inc. (Shingle Springs, CA)
4. F and H Construction (Lodi, CA)
5. Plant Construction Company, L.P. (San Francisco, CA)
6. Rodan Builders, Inc. (Hayward CA)

City of Stockton

Legislation Text

File #: 24-0325, **Version:** 1

APPROVE MOTION TO AUTHORIZE A CONTRACT EXTENSION FOR THE STREETSCAPE LANDSCAPE MAINTENANCE PROJECT

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

2. Authorize the City Manager to execute a three-year extension to the Service Contract with Al Fresco Landscaping, Inc. of Hollister, CA, in the amount of $7,234,026.95, for a new total not to exceed amount of $17,444,364.13 for the Streetscape Landscape Maintenance, Project No. OM-19-010.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Summary

On February 5, 2019, by Motion No. 2019-02-05-1118, Council awarded a three-year Service Contract with the option of two one-year extensions in the amount of $5,739,375 to Al Fresco Landscaping, Inc. of Hollister, CA, for the Streetscape Landscape Maintenance, Project No. OM-19-010.

Al Fresco Landscaping, Inc.'s second and final extension is set to expire on June 30, 2024. In preparing to bid out the new Streetscape Landscape Maintenance contract, staff found significant cost increases throughout the landscaping industry. Staff found that a three-year extension with Al Fresco Landscaping, Inc. could result in savings estimated between $1,300,000 to $1,500,000 for the City. It is not in the best interest of the City to solicit bids for a new Streetscape Landscape Maintenance contract.

Staff recommends approval of a three-year extension to the Service Contract with Al Fresco Landscaping, Inc. of Hollister, CA, in the amount of $7,234,026.95, with the first two-year extensions in the amount of $2,333,557.08 and a third-year extension in the amount of $2,566,912.79, for a new total not to exceed the amount of $17,444,364.13 (Attachment A). The Service Contract with Al Fresco Landscaping, Inc. for Streetscape Landscape Maintenance, Project No. OM-19-010, would expire on June 30, 2027.

DISCUSSION

Background

The City contracts for landscape maintenance and weed control services along streets, public open spaces, and City facilities throughout the City of Stockton. The City utilizes a multi-year Service Contract to maintain streetscape landscaping. This includes all arterial road tree wells, median landscaping, back-up wall landscaping, public building landscaping (including PD Main, Teen Center, City Hall, Civic Center, and all Libraries), six public parking lots, and undeveloped public rights-of-way. All non-park landscaping within the Stockton Consolidated Landscape Maintenance Assessment District No. 96-2 is also maintained by the same contract. Contracted maintenance services primarily include litter and leaf collection, shrubs, ground cover, tree pruning, irrigation and vandalism repairs, pump maintenance, and weed removal and control.

On February 5, 2019, by Motion No. 2019-02-05-1118, Council awarded a three-year Service Contract in the amount of $5,739,375 to Al Fresco Landscaping Inc. of Hollister, CA, for the Streetscape Landscape Maintenance, Project No. OM-19-010. The Service Contract had an initial expiration date of June 30, 2022, with two optional one-year extensions.

On May 5, 2022, the City Manager approved Extension No. 1 to the Service Contract in the amount of $1,967,500.36 to continue streetscape landscape maintenance services through June 30, 2023. On June 8, 2023, the City Manager approved Extension No. 2 to the Service Contract in the amount of $2,047,011.12 to continue streetscape landscape maintenance services through June 30, 2024.

Present Situation

The City is in its second and final year extension of the current Service Contract with Al Fresco Landscaping, Inc. for Streetscape Landscaping Services. In December 2023, City staff began preparing bid documents for Streetscape Services, at the same time staff was preparing the Parks Maintenance staff report for Council approval. Staff recognized there was a very low bidder response for the park's maintenance contract; only two bidders responded. Additionally, staff realized the bids received for the Parks Maintenance contract were 77 percent higher than the current contract. Respondents noted increased costs due to minimum wage, fuel, and material costs. Staff consulted the City Attorney's Office on the ability to negotiate a favorable contract extension based on the potential savings to the City. The City Attorney's Office confirmed the contract could be extended if Council made appropriate findings pursuant to Stockton Municipal Code (SMC) section 3.68.070, such as finding that the results of the extension would result in more favorable terms than bidding out the contract. The extension will also revise the original specifications for the contract allowing the contract to extend more than five years. Al Fresco Landscaping, Inc. confirmed their interest in the extension, but indicated that they would like a price increase over the 2019 contract rates based on the recent San Francisco-Oakland-San Jose All Urban Consumer Price Index (CPI) increase.

Al Fresco Landscaping, Inc. and the City negotiated a 10.1 percent increase for the first two years of the extension. The 10.1 percent increase was based on the combined CPI increases for the two previous calendar years. Al Fresco Landscaping, Inc. and the City negotiated another increase based on CPI for the third year of the extension. The increase for the third year shall be equal to the increase for the CPI from January 1, 2025, to December 31, 2025.

In evaluating the merits of an extension with Al Fresco staff used the two proposals from the Parks Maintenance contract to estimate a minimum 35% increase in price for the Streetscape contract, should it be rebid. An extension with Al Fresco with a 10.1% increase would save the City between $1,300,000 to $1,500,000 over the 3 years of the extension versus a potential 35% increase if the contract was rebid.

Staff recommends Council approve a motion authorizing the City Manager to execute a three-year extension to the Service Contract with Al Fresco Landscaping, Inc. of Hollister, CA, in the amount of $7,234,026.95, for a new total not to exceed amount of $17,444,364.13 with an expiration date of June 30, 2027 (Attachment A).

Findings

Pursuant to SMC section 3.68.070, Council may approve findings which support an exception to the competitive bidding process. These findings include:

1. The City does not have staffing available to perform streetscape landscape maintenance service needs.

2. The City must continue maintenance of streetscape landscaping under their jurisdiction.

3. The City researched similar-sized local jurisdictions that received limited bid responses and high bids for goods and services for similar projects.

4. Solicitations for a new contract would result in a significant cost increase over the current contract.

5. Extending the contract with the current vendor will result in significant savings for the City which is in the City's best interest.

6. On February 5, 2019, by Motion No. 2019-02-05-1118, Council awarded the original contract to Al Fresco Landscaping, Inc. that followed the bid procedures of SMC 3.68.

FINANCIAL SUMMARY

There is sufficient funding budgeted in the Public Works Park Maintenance General Fund, Landscape Maintenance District Operating Budgets, and the Community Services' Departmental Maintenance Funds to award the three-year extension to the Service Contract with Al Fresco Landscaping, Inc. in the amount of $7,234,026.95 for a new total not to exceed the amount of $17,444,364.13 for the Streetscape Landscape Maintenance, Project No. OM-19-010.

There is an impact to the City's General Fund as a result of taking the recommended action.

Attachment A - Standard Agreement Amendment No. 3

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Agreement Number:	Amendment Number:
2019-02-05-1118 423000314	3

This Amendment Number 3 to the above referenced Agreement is entered into on _____: between the City of Stockton ("City") and Al Fresco Landscaping, Inc. ("Contractor").

RECITALS

Section 5, Schedule and Term, states the contract may be extended by mutual agreement up to two additional one-year terms from the original contract end date of June 30, 2022. Section 4-4, Contract Extension states "but in no case shall the contract be extended past five years."

The City and Contractor executed the first, one-year extension by letter dated May 5, 2022, to continue park streetscape landscape maintenance services through June 30, 2023.

The City and Contractor executed the second one-year extension by letter dated June 8, 2023, to continue park streetscape landscape maintenance services through June 30, 2024.

The City needs to execute a third, three-year extension, to continue park streetscape landscape maintenance services through June 30, 2027.

Now therefore, the City and Contractor mutually agree as follows:

1. The City and Al Fresco Landscaping, Inc. agree to a three-year extension of services. For the first two years of the extension, July 1, 2024 to June 30, 2026, the annual not to exceed amount of the contract shall be $2,333,557.08. For the third year of the extension, July 1, 2026 to June 30, 2027, the City and Al Fresco Landscaping, Inc. agree that the contract prices will be increased by the increase in the San Francisco-Oakland-San Jose All Urban Consumers Price Index CPI for January 1, 2025 to December 31, 2025, but the annual amount of the contract shall not to exceed $2,566,912.79. The total compensation to be paid to the Contractor, including all contract change orders and contract extensions, shall not exceed $17,444,364.13.

2. The termination date in Section 5, Schedule and Term is amended to: "June 30, 2027."

3. The extension provision in Section 4-4, Contract Extension, of the Specifications, shall be amended to read: "The contract can be extended by written amendment, signed by both parties. Should an extension be granted, at the end of such extension(s) and upon completion of contract term, all maintenance areas shall be in conformance with the project specifications. If maintenance areas are not in conformance by the end of the contract term, the City may deduct the cost to bring the areas into conformance from the contractor's final billing invoice and/or any retention held."

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All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

AL FRESCO LANDSCAPING, INC.
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

4/5/2024

Authorized Signature Date

LUCILLE DELCARLO, VICE PRESIDENT
Printed Name and Title of Person Signing

PO BOX 1067 HOLLISTER CA. 95023
Address

CITY OF STOCKTON

Harry Black, City Manager Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, City Attorney

BY:

City of Stockton

Legislation Text

File #: 24-0344, **Version:** 2

APPROVE MOTION TO AUTHORIZE A COOPERATIVE PURCHASE AGREEMENT TO COMPLETE FUEL MANAGEMENT SYSTEM TERMINAL UPGRADES

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

2. Approve the use of a Cooperative Purchase Agreement through Sourcewell Contract No. 092920-EJW, to provide the City preferential pricing from E.J. Ward, Inc.

3. Authorize a contract with E.J. Ward, Inc. of San Antonio, TX, in the amount of $522,809.91 for the purchase and installation of new fuel terminals and fuel dispensing pumps, including necessary equipment and software, to complete fuel site upgrades at the Main Police Department, Municipal Utilities Department, and Public Works Operations and Maintenance fueling sites.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Summary

The Fleet Section of the Public Works Department is responsible for maintaining over 1,000 vehicles and related pieces of equipment with an annual fuel expenditure of approximately $2.1 million. The existing fuel sites have surpassed their useful life and need to be replaced. Public Works recommends the purchase and installation of three new fuel terminals, six fuel dispensing pumps, and necessary equipment with E.J. Ward, Inc. to complement the implementation of the citywide fuel management system upgrade. The fueling sites are located at the Main Police Department (PD), Municipal Utilities Department (MUD), and Public Works Operations and Maintenance Division (Corp Yard) fueling locations.

It is recommended that Council approve a motion authorizing the City Manager to execute a Cooperative Purchasing Agreement (COOP) through Sourcewell for the purchase and installation of new three fuel terminals and six fuel dispensing pumps, including necessary equipment and software with E.J. Ward, Inc. of San Antonio, TX, in the amount of $522,809.91 (Attachment A). Work is expected to start in summer 2024 and be completed by fall 2024, weather and parts availability permitting.

DISCUSSION

Background

The Public Works Department is responsible for maintaining over 1,000 vehicles and related pieces of equipment, with an annual fuel expenditure of approximately $2.1 million.

In 2016, Public Works conducted an extensive search to purchase a new automated fueling system. E.J. Ward, Inc. was selected for its advanced technology, ease of equipment installation, and comprehensive operator software interface.

On March 7, 2017, by Resolution No. 2017-03-07-1209, Council approved the purchase of the first phase installation of the E.J. Ward fuel management system. The first phase included a new software system and upgraded fuel terminals at the City's three primary fueling locations: PD, MUD, and Corp Yard. This first phase upgrade was completed in 2018 and replaced the antiquated Gasboy fuel management system that was originally installed in 1995. However, it did not include the upgrade of the physical pumps and dispensers at the fuel islands.

On June 9, 2020, by Resolution No. 2020-06-09-1112, Council approved the second phase of the citywide fuel management system upgrade. This approval included the purchase and installation of 12 fuel terminals at Fire Department Companies 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, and 14.

Public Works has had the opportunity to evaluate the use of the E.J. Ward fuel management system implemented to date, and it continues to work successfully for fueling operations. The system has increased the accuracy of fueling data captured, reduced staffing hours needed to process monthly usage transactions, and increased the accuracy of billing. The upgrades to the PD, MUD, and Corp Yard fuel sites are necessary in order to continue to effectively utilize the fuel dispensing systems and monitoring software.

Present Situation

Staff recommends the purchase and installation of three new fuel terminals and six fuel dispensing pumps and necessary equipment at the PD, MUD, and Corp Yard fueling locations to replace equipment that is broken, surpassed useful life, and complement the implementation of the citywide fuel management system upgrade. This purchase would utilize a COOP with Sourcewell.

Sourcewell is a public agency based in Minnesota that serves as a municipal contracting agency to streamline the procurement process for public agencies and takes advantage of volume purchasing. All Sourcewell contracts have been competitively bid, solicited nationally, reviewed, evaluated by a committee, and recommended to the Sourcewell Board of Directors for consideration of award. The use of these contracts is optional and is available to California State and local government agencies.

It is recommended that Council approve a motion authorizing the City Manager to execute a COOP through Sourcewell in the amount of $522,809.91 (Attachment A). This includes the purchase and installation of new fuel terminals and fuel dispensing pumps, including associated equipment and software for the PD, MUD, and Corp Yard fueling locations. The specifications for E.J. Ward Inc.'s fuel management system are still available through Sourcewell.

Findings

Pursuant to Stockton Municipal Code (SMC) section 3.68.070, Council may approve findings which support an exception to the competitive bid process. These findings include:

1. Sourcewell established a COOP with E.J. Ward, Inc. for the purchase of fuel management systems.

2. The E.J. Ward, Inc. COOP was established pursuant to a formal competitive bidding process conducted by Sourcewell on behalf of its governmental members, of which the City is one.

3. Taking advantage of the leveraged procurement agreements negotiated by Sourcewell will save the administrative expense of City staff conducting separate procurements.

4. E.J. Ward, Inc. worked successfully with the City in all phases of implementation of their fuel management system and specifications for the equipment available through the Sourcewell contract meets the City's requirements for their equipment type.

FINANCIAL SUMMARY

There is sufficient funding available in the Fleet Project No. WV15002, Miscellaneous Yard/Main Police Fuel, and the Internal Service Fund Equipment Acquisition Account, No. 4530-718-800004-500-000-00-45-000-000, for the purchase and installation of three new fuel terminals, six fuel dispensing pumps, and associated equipment from E.J. Ward, Inc. in the amount of $522,809.91.

There is no impact to the City's General Fund or any other unrestricted fund as a result of taking the recommended actions.

Attachment A - Cooperative Purchase Agreement with E.J. Ward, Inc.

CITY OF STOCKTON

COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Sourcewell Contract 092920
2. Contractor:	EJ Ward
3. Cooperative Agency Agreement Name and Agreement Number:	Fuel Management, EV, and GPS Solutions Number 092920-EJW
4. Cooperative Agency Initial Agreement Term:	Start Date: 12/02/2020 End Date: 12/7/2024
5. Cooperative Agency's Agreement-Options to extend:	May be extended for one additional one-year period (12/7/2025)
6. Cooperative Agency Amended Term:	No amendments
7. Cooperative Agency Remaining Options to Renew:	1 one-year renewal option remaining
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: May 2024 End Date: December 7, 2024
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed $522,809.91 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Fuel Management, EV, and GPS Solutions, Contract 092920-EJW ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through December 07, 2024, unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for *Fuel Maintenance parts & suppliers* available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed $522,809.91 for the purchase of fuel terminals and associated software and hardware. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law**. California law shall govern any legal action pursuant to this

Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

_____
Harry Black, City Manager

Date:_____

ATTEST:

_____
Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

_____
Lori Asuncion, City Attorney

_____
Print name

EJ WARD

By: _____
Signature

_____
Print name

Title: _____

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: _____
Signature

Title: _____

EXHIBIT A

Solicitation Number: 092920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and E.J. Ward, Inc., 8620 N. New Braunfels, San Antonio, TX 78217 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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.

Vendor 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 December 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor'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. Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

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Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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 Request Form will be become an amendment to this Contract and 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. Vendor 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.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor 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.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. 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. Vendor 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. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable 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 Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. 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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

13. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, 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, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor'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, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. 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. Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. 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 also require additional requirements based on specific funding specifications. 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 Vendor'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 all suspected or reported violations to the federal awarding agency. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

24. CANCELLATION

Sourcewell or Vendor 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 Vendor'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: Director of Operations & Procurement/CPO

Date: 12/2/2020 | 3:18 PM CST

E.J. Ward, Inc.

DocuSigned by:
By: Markay Ward
799FD4F0CD5048B...
Markay Ward
Title: President

Date: 12/2/2020 | 1:19 PM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 12/2/2020 | 3:24 PM CST

ATTACHMENT A

RFP 092920 - Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Vendor Details

Company Name:	E.J. Ward
Does your company conduct business under any other name? If yes, please state:	No
Address:	8620 N. New Braunfels San Antonio, Texas 78217
Contact:	Mike Wade
Email:	mwade@ejward.com
Phone:	210-912-3385
HST#:	

Submission Details

Created On:	Tuesday September 08, 2020 16:29:39
Submitted On:	Tuesday September 29, 2020 12:09:42
Submitted By:	Mike Wade
Email:	mwade@ejward.com
Transaction #:	98e1aa64-023f-4d45-a4f2-ea3b503575d5
Submitter's IP Address:	50.84.235.10

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	E.J. Ward, Inc.	*
2	Proposer Address:	8620 N New Braunfels San Antonio, Texas 78217	*
3	Proposer website address:	www.ejward.com	*
4	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):	Markay Ward, President 8620 N New Braunfels San Antonio, Texas 78217 mward@ejward.com 210.824.7383	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Wade Director of Sales and Marketing 8620 N New Braunfels San Antonio, Texas 78217 mwade@ejward.com 210.824.7383	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Robert Kettyle Chief Operating Officer 210.824.7383 x116 rkettyle@ejward.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	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.	Since E.J. Ward, Inc. (Ward) installed the industry's first fuel management system for the City of San Antonio in 1974, Ward continues to be the leader in fuel management technology. For over 46 years, Ward has been the leader in automated fuel management system technology through out the entire United States. Ward's success uses its industry leading product experience to deliver the most advanced fuel management system with the greatest level of government client satisfaction. Ward's ongoing business philosophy is to continue to build on our success learned from Ward's current Sourcewell contract success in utilizing the Ward Sourcewell Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services Contact to continue to expand its market share throughout the United and Canada. Below is a brief history of Ward's Highlights: 1975: City of San Antonio requests Ward to develop the first Automated Fuel Management System 2000: The CANceiver™ is developed to monitor and record vehicle status, odometer, driver behavior, and automates access to the fuel pump 2008: Asset Tracking, real-time and passive GPS solutions is developed 2012: W4 product line is released - replacing all major product components for Fuel Control Terminals, CANceivers, and Fuel View software 2015: Fuel View 4.5 is released 2018: Internet of Things Fuel Control Terminal is launched delivering real time status and remote pump control Ward has the resources, technical expertise, project expertise and proven state-of-the-art hardware and software to implement large, custom applications across multiple hardware and software platforms. Ward designs, engineers, and manufactures the hardware and software at its corporate headquarters in San Antonio, Texas. These efforts are why only Ward can supply a fuel management system that delivers the greatest long term performance and value for Sourcewell Members. By combining our broad experience with both small and large government system implementations and the adherence to strict quality control standards the success of the Ward Automated Fuel Management Systems can be seen nationwide through its diverse and satisfied client list.	*
8	What are your company's expectations in the event of an award?	Ward has already demonstrated our ability to successfully utilize NJPA/Sourcewell in increasing Ward's sales to numerous government Sourcewell fuel fleet customers. Ward's expectations in the event of Award is to continue with our current Sourcewell success in providing Sourcewell Members with the most advanced cost effective fuel and fluid systems available to Sourewell Members along with significantly increasing sales throughout the United States and Canada. The Soucewell Contract will have significant benefit in increasing Ward sales and market share throughout the United States and Canada.	*
9	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.	Ward is one of the most financially stable privately-held companies in the fleet fuel management industry. We have the financial ability to opportunistically evaluate potential new markets and products amid distressed market conditions. Ward has enjoyed a long history of innovation and financial strength since 1974. Ward has the financial strength to support future growth, create innovations, and lend stability in a challenging economy. Ward encourages Sourcewell to contact our bank for any additional financial strength information. Ward's bank contact information is: Daron R. Lofton Senior Vice President | Corporate Banking Community Leader | Northeast I-35 Frost – Banking, Investments, Insurance 16895 Interstate 35 North, Schertz, TX 78154 Office: (210) 220-6875 | Cell: (210) 279-4844 | Fax: (210) 220-6830 daron.lofton@frostbank.com | www.frostbank.com	*
10	What is your US market share for the solutions that you are proposing?	Ward's US market share is approximately 50%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Ward's Canadian market share is 5%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Ward has never petitioned for bankruptcy protection.	*

13	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?	Ward is best described as a manufacturer although Ward has a strong relationship with Ward Distributors and Contractors throughout the United States and Canada who also have the ability to sell Ward products. Ward's Regional Sales Managers work extensively with Ward's independently owned Distributors and Contractors in regards to product training, new customer acquisitions, and expansion of Ward's existing customer base in delivering the Ward products and services proposed in this RFP. Ward is a reseller of the OMNTEC Tank Monitoring System.	*
14	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.	All Ward Technician's are fully trained on all Ward products through a comprehensive training program conducted at Ward's corporate facility. This extensive training program encompasses a week long technical curriculum that includes hands on training. Ward also requires its Distributors to be Ward certified through a similar training program. Once certified, Ward continues to train both Ward Technicians and Distributors through its ongoing certification program. Ward Technicians are also required to be OMNTEC and Veeder Root certified when applicable.	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Ward has never been Suspended or Debared.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Ward is routinely recognized by its customers for being a strong fuel management technology partner. Ward has also been recognized as a industry Thought Leader at numerous industry conferences on fuel management. Ward also is actively involved as a featured fuel/fluid management technology presenter for numerous fleet associations including GFX, NAFA, NJPA/Fleetpros, Green Fleet, 100 Best, MIPWA, FTX, and TPWA.	*
17	What percentage of your sales are to the governmental sector in the past three years	Ward sales to the government sector in the past three years is approximately 80%.	*
18	What percentage of your sales are to the education sector in the past three years	Ward sales to the educational sector in the past three years is approximately 10%.	*
19	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?	Ward holds GSA and Sourcewell Purchasing Contracts. Ward's Sourcewell sales over the last three years has been as follows: 2017 - $93,409.10 2018 - $715,648.7 2019 - $883,052.31	*
20	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?	Ward’s GSA contract is GS-35F-0141Y. Ward GSA sales are $105,012.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami Dade County	Scott Stephens	(305) 584-6692	*
City of Dublin, OH	John Hyatt	(614) 410-4760	*
New York State Thruway	Mark Austin	(518) 436-2938	*

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
Caltrans	Government	California - CA	Ward's solution includes our IoT Fuel Control Terminal, Fuel View SaaS, and the Omntec PROTEUS automated tank gauging system. Fuel View consolidates fueling and tank information into one software platform and provides the reporting required by the customer. Ward developed a team of pump contractors approved by Caltrans, trained and certified them in the installation and maintenance of all products installed. Ward provides a Support Desk that takes calls from Caltrans, creates a ticket, dispatches contractors, and monitors the ticket to ensure a successful resolution. Ward's Project Management staff is managing the installation of the new equipment across the State and is a single point of contact for Caltrans project and contract staff.	Three year average: $1,890,033	$5,670,098	*
Miami Dade County	Government	Florida - FL	Ward's solution includes our IoT Fuel Control Terminal, CANceiver W4, Tags, and the Ward Fuel View, and Omntec PROTEUS automated tank gauging system. Ward also provided installation services for the project.	Three year average: $735,561	$2,206,684	*
PSEG	Government	New Jersey - NJ	Ward's solution includes our IoT Fuel Control Terminal and the Ward Fuel View SaaS Software. Ward also provided installation services for the project.	Three year average: $624,186	$1,872,558	*
City of San Antonio	Government	Texas - TX	Ward's solution includes our IoT Fuel Control Terminal, CANceiver W4, Tags, and the Ward Fuel View Software. Ward also provided installation services for the project.	Three year average: $511,646	$1,534,939	*
City of Los Angeles	Government	California - CA	Ward's solution includes our Fuel Control Terminal, CANceiver and the Ward Fuel View Software. Ward also provided installation services for the project.	Three year average: $469,626	$1,408,878	*

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 *	

23	Sales force.	Ward uses a regional based sales team currently comprised of five direct employee Regional Sales Managers strategically located throughout the entire United States. Ward's Regional Sales Managers have already utilized Ward's current Sourcewell Contract in successfully selling the value and benefits of Sourcewell to government agencies throughout the United States. Ward's Sales Team is led by Ward's Director of Sales, Mike Wade. Mike Wade has an in-depth understanding of the Sourcewell Program and has personally attended the Sourcewell University Training Program. Mike has also utilized the Ward Sourcewell Contract in selling multiple government customer contracts. Ward is also committing the sales resources to help support Ward's Sourcewell program through a strong Inside Sales Team who are available to meet Sourcewell Member needs.	*
24	Dealer network or other distribution methods.	Ward also utilizes Dealer Distributors throughout the United States. Ward's strong Distributor/Contractor network will be additive in selling and supporting to Soucewell Members. Ward Distributors are also acclimated with Ward's Sourcewell Program. Through a strong and strategically located Distributor network, Ward is positioned to fully utilize the Sourcewell Program in maximizing the benefits to Sourcewell Members.	*
25	Service force.	Ward maintains multiple service operations centers nationally staffed by full-time Ward employees. 1) New York, 2) New Jersey, 3), Florida, 4) Los Angeles, 5) San Antonio. Engineering, Design, Production, Warehousing, and our Call Support Center is based in San Antonio, Texas. Ward also utilizes its Distributors and certified Contractors in also servicing Sourcewell Members throughout the United States.	*
26	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.	Ward believes the foundation of our success is derived from being the best in class in every aspect of our technical and software customer service. In order for Ward to deliver best in class customer support, we have committed significant resources to hiring people and improving our business processes and technology. Ward's ability to exceed customer expectations is what differentiates Ward as the leader in the fleet fuel management market. Ward has developed a comprehensive enhanced customer service program that ensures customer expectations are surpassed. Several key components of Ward's customer service program include: • Ward support team is available 24/7 • Establishing a customer focused metric program to measure customer response time, issue resolution, and overall customer satisfaction. • Customer focused internal Ward employee training program to ensure all employees clearly have the tools and resources available to provide the highest level of technical customer satisfaction. • Capture customer needs and translate these needs into a comprehensive customer focused program. • Frequent updating of technical documentation material and user manuals to ensure customer priorities are being met. • Go to Meeting and Go to Assist are two examples of Ward's technology in communications with our customer. Exceptional best-in-class customer service is the core to Ward's ability to consistently exceed the expectations of our customers. Ward's responsiveness and level of attention that it gives to customer support is reflected in the numerous accolades Ward has received from its customers. This end to end customer approach is the underlining goal of Ward. Ward's customer care methodology and underlying system is designed to quickly and effectively address any issues that might arise. Ward's total satisfaction goal is to ensure Sourcewell Members have the uptime performance your operation requires. All service calls are routed to the customer care help desk where they are logged and routed to the appropriate department. Every support call has a case number. The Case Number is the Sourcewell Member tracking number for resolution and satisfaction.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Ward has already demonstrated our ability and willingness to provide services and products to Sourcewell Members through its existing Sourcewell Contract. For over 46 years Ward has continually proven its ability to provide its customers with reliable equipment, responsive support, and proven technical competency. Ward firmly believes the Sourcewell contract will provide Sourcewell Members with the most advanced fuel management and tank level monitoring solutions available. Ward has committed significant resources to expanding our existing support and product development departments to include the IoT product line. Ward is also redefining the industry with innovative support tools and technology to ensure Ward remains a best-in-class service provider. Ward has developed a partnership solution that will provide Sourcewell Members with the most cost effective solution.	*

28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Ward has the ability and willingness to provide service to Sourcewell member agencies in Canada. Ward's commitment to the Canadian market is already demonstrated through one of Canada's largest cities, the City of Edmonton. The City of Edmonton utilizes both the Ward fuel management system and telematics solution throughout the City's entire fleet.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Ward does not have any geographic areas of the United States or Canada that Ward will not be fully serving through the proposed contract.	*
30	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?	There will not be any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that Ward will not be fully serving through the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Ward does not have any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	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.	Ward has a dedicated Sales and Marketing Department focused on developing marketing strategies across numerous governmental agencies. As a strategic market for Ward, Ward has already developed a comprehensive Government Marketing program specifically targeting Sourcewell members initially and on an ongoing basis. Ward will continue to utilize its existing Sourcewell Marketing Best Practices in promoting the Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services Contract. Ward will also proactively target non Sourcewell members in driving them toward a Sourcewell Membership. Ward actively attends numerous fleet industry trade shows/conferences throughout the United States. Ward will continue to promote its Sourcewell Contract at numerous regional and national fleet conferences/trade shows. Some of these trade shows/conferences include: • GFX • NAFA • APWA • Fleetcon (Fleet Pros) • FLAGFA • 100 Best Fleets • Public Fleet Summits (PFS) Ward will utilize news and public relations as another method in reaching Sourcewell members. Ward frequently develops customer specific case studies/public relation releases highlighting best practices of how Ward customers have benefited from utilizing Ward solutions. Ward will continue to utilize this program for the Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services Contract. Ward can also utilize its CRM Marketing Campaigns for its new and existing customer relationship management focused eMarketing campaigns. Ward's database of new and existing contacts encompasses numerous contacts throughout the United States and Canada. Ward will develop Sourcewell specific campaigns utilizing Ward's CRM in expanding new Sourcewell sales. Ward will include Sourcewell in its Media Relations material. Through Ward's electronic and print advertising program, Ward has the ability to include Sourcewell in its advertising and media relations program. This will enable Ward to reach both Sourcewell members and non-members through fleet industry related advertising. Ward will also develop a digital eNewsletter program. Through Ward's eNewsletter, Sourcewell members will be kept apprised of Ward's new products and programs that may specifically benefit Sourcewell members.	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Ward has developed a comprehensive digital Marketing program that encompasses the usage of numerous digital data programs including metadata usage, social media, and website platform strategies. The following represents several key programs that Ward has successfully implemented and will be utilized in promoting the Ward Sourcewell Contract. Ward has a dedicated page on the Ward website solely for Sourcewell. Ward's website home page also contains the Sourcewell logo linked to a page dedicated to Sourcewell on the Ward website that contains the caption "Discover how we bring value to you as a Sourcewell awarded contract!". The following represents the content on the Ward/Sourcewell page: COOPERATIVE PURCHASING WITH SOURCEWELL Through cooperative purchasing, Sourcewell (formerly NJPA), provides member-centered solutions that enable Government fleets and other agencies to work more efficiently and leverages its resources to effectively re-invest in the communities we serve as an invaluable Service Cooperative partner. For fleets, Sourcewell's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Joint Powers laws enable members to legally purchase through awarded contracts. Sourcewell offers fleet members Contract Purchasing Solutions that are leveraged nationally to enable contracted suppliers and member agencies to work smarter and more efficiently as they do business with each other. Sourcewell does this by establishing a business and service alliance between member buyers and contracted suppliers ensuring a valued and successful national cooperative contract program. Download the Sourcewell Cooperative Purchasing Reference Guide brochure to learn about Cooperative Purchasing. Click here to visit Sourcewell's website to learn more about the full value available to you as a member. Ward has developed a meta tag program specific to promoting the Ward Sourcewell Program on the Ward website. The meta description on the Sourcewell dedicated page reads: "As a Sourcewell awarded contractor, E.J. Ward provides fleets with the value and power of cooperative purchasing for thousands of dollars in savings". Ward has also included a link on the Sourcewell dedicated page to Sourcewell's website and also to the Sourcewell Youtube video. Ward has successfully incorporated the Sourcewell logo into Ward's corporate email signature. All Ward company employees are required to have the Sourcewell logo in their email signatures. The Sourcewell logo is also incorporated within all of Ward's product literature. Ward can also incorporate Sourcewell into it's active LinkedIn media posting.	*
34	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?	Sourcewell has already demonstrated an outstanding effort in promoting their contracts at many industry related trade shows and conferences. Ward expects Sourcewell to continue this effort. Given Sourcewell's existing strong brand recognition with in the public sector the Sourcewell contract will be a integral component in Ward's sales process. Ward's existing Sourcewell contract has been utilized extensively throughout the entire Ward sales process. Ward salespeople identify if the potential customer utilizes Sourcewell as part of the Ward sales discovery process. All Ward employees incorporate the Sourcewell logo and contract number as part of their signature. Ward Sales also utilizes the strong Sourcewell brand as a key attribute in not having the potential customer to have to go through the extensive and costly RFP bid process. Ward routinely provides refresher training for its Sales Team on the benefits that Sourcewell brings to Sourcewell Members.	*
35	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.	Ward has established a procurement specific email for Ward governmental customers to place their order. Orders@ejward.com is utilized daily by Ward governmental customers in placing procurement orders some of which are Sourcewell orders.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	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.	Through experience Ward has determined the best way to train Sourcewell Member operators, repair technicians and users is through a hands on training approach. All of Ward's extensive training resources including samples of Ward's training material, support document, training references, and installation manuals can be provided per request due to the large number of training manuals. Ward's training program can be custom tailored to meet the specific needs of the customer. Ward will provide training in the functions of operation, maintenance, and repair as they apply to each specific item of equipment. Ward's numerous operating manuals can also be provided per request. Ward will provide complete users training on both the software and hardware systems. Ward's training program is included with the standard purchase of the Ward system but if the customer wants additional training Ward will provide custom training pricing specific to the customer's needs.	*
37	Describe any technological advances that your proposed products or services offer.	The new Ward IoT fuel management system is the most technologically advanced in the fleet industry. The Ward FuelView software includes numerous user dashboards, easy to use reporting and integration into fleet maintenance software systems. With the Internet of Things Fuel Control Terminal Sourcewell Members will always connected. The IoT FCT communicates in real-time and is fully integrated and synchronized with Ward's Fuel View software. New, data rich display screens include fuel dispensing volumes, and pump status indicators. The IoT FCT allows instant remote fueling authorizations, diagnostics and updates, as well as increased memory and storage capacity. Standard authorization methods are fully automated and 100% secure using Ward CANceiver™, Fuel Tag and Hose Module, or other access methods. Ward has a dedicated "Think Tank" Department who is tasked with developing new technologies.	*
38	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.	Fleets rely on the Ward Canceiver E for reporting critical vehicle idle time metrics. These metrics are utilized by Fleets to manage excessive vehicle idle time which is a key component in supporting a fleets green initiatives.	*
39	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.	Although Ward's technology has not had any third-party issued eco-labels, ratings or certifications Ward's products do indirectly contribute to impacting green initiatives.	*
40	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.	Ward currently is not a WMBE or SBE.	*
41	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?	As the first company to develop fuel management technology, Ward brings over 46 years of fleet government fuel management expertise to Sourcewell members. The Ward fuel/tank management platform is the most advanced in the fleet industry and is utilized by hundreds of government fleets. The new Ward IoT Platform along with Ward's new SimplyFuel program not only brings the most advanced technology to Sourcewell Members but it brings the greatest cost effective solution in the government industry. Ward's bundle program enables Sourcewell Members to select the most cost effective program for their specific fuel management needs.	*

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 *	

42	Do your warranties cover all products, parts, and labor?	Ward's warranties cover all products, parts, and limited labor.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Ward does not impose limitations that adversely affect coverage. Ward does have some standard exceptions (ie. Acts of God, Negligence, Malicious Acts,...) that are listed below: Service Limitations: “EJW” or “SFS” cannot be deemed non-compliant with Warranty or Support agreement requirements inclusive, but not limited to the following conditions: 1. Acts of God and Man-Made Events: Disruptions caused by heavy rains, earthquakes, flooding, tornadoes, lightning strikes, hurricanes, fires, snow, ice, sleet, or road closures and detours caused by Town, City or State construction projects where normal street or interstate traffic patterns to the customer site are disrupted or stopped. 2. Pandemic or Similar Natural Events Situations where technicians are denied access because of global, national or other local government regulations. 3. Non-access: Situations where “EJW” technicians are denied access to the fuel terminal sites due to locked fences, blocked passages, or no one answering the phone number provided to the service call operator. 4. Malicious Acts: Inclusive of but not limited to; vandalism, theft, gun shots, rock throwing, fire, and anywhere damage is not attributable to normal, fair wear and tear of hardware components. 5. Negligence: Inclusive of but not limited to; third party contractors hired by the “End User(s)” to perform fuel site maintenance that would impair the performance of “EJW” or “SFS” equipment by disrupting electrical service or making non-authorized adjustments or modifications to the installed hardware or fuel control terminals. 6. Procedural Changes: Inclusive of but not limited to; the “End User(s)” changing the manner in which their employees interact with the fuel automation hardware. These changes may require systemic changes which are considered outside the normal software maintenance activities (i.e., operating systems “OS”, business rules or software customization requests). 7. Non-” EJW” or “SFS” Equipment or Systems Failure: Inclusive of but not limited to; “EJW” dispatching a technician and the cause of incident is found to be other than an agreement covered product. Standard published pricing will apply for authorized repairs from that point forward. Examples of non-covered equipment inclusive of; but not limited to: 1. Dispensers, Pumps and Pulsers 2. Tank Level Monitoring (TLS) Unless specifically added to the agreement 3. Electrical System 4. Network (TCP/IP) 5. Network Switch(s) 6. Wi-Fi Access Points 7. Customer’s local Servers (Virtual or Physical) 8. CAT 5 Cable, Routers, Bridges 9. Cabinet, Base, Lock Assembly 10. Hose Modules or Batteries Vehicles or Fleet Assets 11. CANceiver, VIT, Cables or GPS antenna 12. EM-Tag or Ring Antenna 13. All hardware, and software versions of the SFT, JettScan or device programmers 14. Cards, Datakeys, Fobs, Encoders, Embossers, Printers 15. Equipment Upgrades Items Not Covered: “End User(s)” supplied or 3rd Party supplied software, computer or network equipment not specifically contracted for under this agreement. Non-covered software and equipment include, but are not limited to: 1. Customers local Servers, Laptop and Desktop computer software and hardware 2. Support for Customers Browser or Local Application Software or Databases 3. Customers Local Network Management Hardware and Software 4. Third Party Software, and or its Operating Systems and Relational Databases	*

44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, when applicable under the Ward warranty guidelines.	*
45	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?	There are no geographic regions of the United States or Canada (as applicable) for which Ward cannot provide a certified technician to perform warranty repairs either through a local certified Contractor/Distributor technician or by a direct Ward employee.	*
46	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?	Any item purchased through this program from Ward will be warrantied through Ward.	*
47	What are your proposed exchange and return programs and policies?	All materials requiring return shipment to Ward for defects, normal replacement, or any other reason must be returned through the Return Merchandise Authorization (RMA) process. The request for an RMA number can be made by emailing Ward at returns@ejward.com or by calling 210.824.7383. • Returns made outside this process may cause an account to not be credited correctly, which may result in invoicing errors and/ or delays in getting the correct materials back to our customers. • Returns older than 30 days from the invoice date will be subject to a 20% restocking fee. Only products that are in current production will be accepted, and the customer must obtain an RMA in advance using Ward's RMA process. • No refunds will be given. Ward will issue an account credit that can be used toward future purchases. • Ward reserves the right to deny any returns that are outside of the product warranty period or past the 30 day invoice date.	*
48	Describe any service contract options for the items included in your proposal.	Ward offers a complete service and support program that offers Sourcewell Members several service program choices. These services include on going maintenance for Ward hardware items.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Ward can provide leasing or financing options on a case by case custom agreement basis.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	All Sourcewell orders will be flagged as special processing through our ERP/Accounting system for accountability and correct processing. At the end of each quarter a report is run from the system that gives the order totals for the quarter. Ward processess the purchase orders and the Distributor is included in the process. Ward has recently implemented a new process which will assure quarterly sales reporting is done on time.	*
52	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, Ward accepts P-card procurement and payment at 3%.charge.	*

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 desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	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.	Ward's attached pricing model includes a list price with a Sourcewell discount in U.S. dollars. Ward provides line item pricing. The attached price book contains detailed line item pricing for every Ward SKU.	*
54	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.	MSRP with a 20% off list.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Ward does not provide any volume discounts or rebates. Sourcewell Members will receive Ward's best pricing regardless of the quantities ordered.	*
56	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.	Ward provides a quote for each specific sourced product or nonstandard options.request.	*
57	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 applicable pricing is included in the Ward submitted pricing document other than shipping.	*
58	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 pricing is not included in the Ward pricing. Shipping pricing is product specific along with the applicable quantities. Ward customer shipments are shipped Ground but Ward also offers a expedited shipping program.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Ward will generate a quote specific to shipping costs for Alaska, Hawaii, Canada, or any offshore delivery.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Ward offers an expedited shipping program on a per shipment basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please refer to the Ward Price Book in the Documents Section.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	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.	Ward already has an exiting process in place for Identifying Sourcewell Customers, Sourcewell Price Assurance, Calculating Sales and Remittance of Administrative fees: The process listed below is currently in use for current Ward contracts. a. Customer orders received through the Sourcewell program are setup in the Ward Accounting system with the code Sourcewell as the “Customer Type”. This identifies the proper pricing for the order and ensures that the associated sales are calculated and reported accurately. b. Using the Ward Accounting system select the Accounts Receivable Menu then select Reports and “Customer Listing”. At the Customer Listing screen enter “Sourcewell ” next to customer type and then print the report. c. From the Ward Accounts Receivable menu select Reports and then select “Accounts Receivable Invoice History”. Enter the Customer number(s) itemized on the previous report and select the date range for the quarter that is being reported. Print the report. d. Enter sales into Sourcewell system, use the data from the preceding report. e. Remit any associated fees to Sourcewell	*
63	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.)	Ward will utilize a 1% IFF percentage. Ward will provide after Contract Award our complete line item pricing in a searchable spreadsheet to Sourcewell if requested.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Ward offers Sourcewell Members a multitude of products and services to meet their fuel and fluid storage needs. Ward has included product specific literature in the Documents Section of our proposal but the following highlights several of Ward's products and services. IoT Fuel Control Terminal With Ward's Internet of Things Fuel Control Terminal (IoT FCT) the user is always connected. The IoT FCT communicates in real-time and is fully integrated and synchronized with Ward's W4 Fuel View software. Data rich display screens include fuel dispensing volumes and pump status indicators. The IoT FCT allows instant remote fueling authorizations, diagnostics and updates, as well as increased memory and storage capacity. Standard authorization methods are fully automated and 100% secure using Ward CANceiver™, Fuel Tag and Hose Module, or other access methods. Sourcewell Members will have the ability to store up to a million employees, vehicles and transaction records. The IoT FCT interfaces with gasoline, diesel, CNG, propane, and other fuel and fluid dispensing devices, and electric vehicle charging stations; controlling up to ten fuel pumps or other fluid dispensers. Industrial grade components and powder coat finish withstands the harshest environments, providing dependable performance. Memory Type/Storage Capacity The IoT FCT downloads data independently and utilizes a single board CPU has a memory capacity of 4 Gb RAM and uses an 8 Gb industrial rated compact flash hard drive. Key Features • REST based API for robust security, communication, and scalability • Intel™ Dual Core Processor	

• Real-time pump and tank status, transactions, alerts
• Remote fueling authorization, diagnostics, updates, and restart
• EV charging station compatibility
• Custom fueling scripts
• Extensible framework ensures future technologies compatibility
• Self registering for plug and play installation
• Instant or user controlled update timing
• Durable powder coat finish

Specifications:
• Intel® Atom™ E3827 dual core; 1.75 GHz core speed
• 64 Gb industrial grade mSata SSD (upgradeable)
• Windows 10 IoT Enterprise; Intel® E827 Atom™ Processor
• REST based API; HTTPS/SSL; Cat5/6 - TCP/IP; Wi-Fi; hard wire

Ward Mobile Truck Terminal
The Ward FCT-TT is a rugged and durable mobile fuel controller designed around a modular chassis for easy serviceability. The Ward FCT-TT can be installed on Sourcewell Members mobile fueling truck equipment.

W4 Fuel View Software
Ward W4 Fuel View is the industry's most flexible and comprehensive tool for fleet-wide fuel management. Control and automate access to fueling type, quantity, and frequency. Monitor key performance indicators and implement validation rules on fuel management and vehicle telematics to product comprehensive transaction records for vehicles, drivers, and storage tanks.

Fuel View is extremely easy to use and requires minimal training. From the easy to navigate Home screen to the comprehensive list of directory resources, Fuel View provides users with the tools they need to access a multitude of data. Templates provide faster set-up, reduced entry error, and increase reporting consistency. The browser based interface allows for easily adding, modifying, and removing asset and employee information.

Multiple At-A-Glance screens, group level reports and audit trails ensure total accountability, all in real and near-real time. Business intelligence based reporting and query functionality for fueling transactions, telematics, driver behavior, tank inventory, billing, personnel, and more provide detailed decision making data.

Extensive Reporting Capability
With a large variety of standard reports, the Sourcewell Members operation from the most senior level to shop floor personnel will have access to fleet data including fuel consumption by department, sub department, agency, fleet, type, location etc. High level dashboards give access to fleet information quickly and efficiently, while automated reports and alerts immediately notify appropriate users of emerging problems or custom business requirements. Fuel View W4 can create custom reports exactly to meet your business requirements.

Data entry screens provide users the ability to add, update, delete and query the information contained in the database. Data entry screens also provide a consistent interface with the appropriate data. All data entry screens are accessible from a central menu system and designed for ease of use and maximum efficiency.

Key Values
• Lower and manage fleet operating costs. *
• Automated access proves decreased time fuel island time.
• User ID verification ensures absolute certainty every drop of fuel goes into the identified vehicle.
• Decrease response time with customizable alerts and alarms for fuel transactions, vehicle usage, and storage tank levels.
• Fast, accurate fleet analysis with preprogrammed, complex datasets to print, share, or export.

Software as a Service
Ward's Fuel View SaaS platform is simple to use and allows deploys fuel control and telematics across multiple regions, divisions, and departments, avoiding the operational costs associated with network expansion. Individually tailored solutions ensure maximum performance and remain adaptive to your organizational needs. All future upgrades are included.

No Down-Time With Built-In Disaster Recovery
Databases are mirrored in real-time, backed up hourly and moved. All disaster recovery material resides in multiple locations. A full business continuity/disaster recovery plan is in place for each customer, with hardware fail over systems tested quarterly. Customers are notified immediately if a disaster or recovery process is implemented

		Interfaces Ward SaaS offers the option for each customer to customize exports and imports between multiple fleet management software products, fuel cards such as WEX, US Bank – Voyager, accounting, HR and access badge security files. Since Ward employs our own world-class software development staff, no request is out of reach for a customized software addition to meet individual business requirements. CANciever W4 Telematic Solution The CANceiver W4 combines fleet fueling with vehicle and driver behavior data retrieval into one device, enabling the Sourcewell Members to monitor and collect crucial data on vehicle performance. The Canceiver W4™ is an All-in-One device to support both light and heavy duty models. OBD data captured is transmitted through the utilization of Wi-Fi and firmware can be changed OTA. The most advanced in-vehicle device available fully automates fueling, vehicle tracking, and driver performance monitoring with one simple to install interface. Sourcewell Members can select the capture rate and timing of each OBD attribute each vehicle presents, as well as uncover idle time usage, rapid acceleration, harsh breaking, and more. Secure user level flexibility captures and adds only the features you need to manage your fleet, and easily expands functions as needed. Both light and heavy duty vehicles are supported. KEY BENEFITS • 100% security for fuel and other fluids • Fuel Authorization – when installed with Ward EM-Tag • Eliminates operator entry of odometer • Simple, fast installation • Proven ROI and lowest overall cost of ownership • Improve driver behavior through optional Passive GPS Tracking • SAE J1587; SAE J1708; SAE J1850; SAE J1939; SAE J1962; SAE J1978;SAE J2284; ISO 7498; ISO 11898; sand ISO 15765, and more • OBDII Data J1979 Attributes Captured with Driver Behavior Indicators Tank Level Management The Ward Automated Fuel Control System provides the Enterprise visibility and control of all bulk fuel storage. Ward Fuel View's easy to use software will ensure Sourcewell Members get the most out of your tank monitoring equipment. The product is designed to automate data collection and couple this data with a flexible report generation. Dashboards for bulk storage at the Enterprise level or based on user permissions can be viewed to give a snapshot of the Bulk Fuel conditions (fuel levels, reorders points, alarms etc.) in the Fuel View application or reports can be generated and printed from the data that is stored in the database. Additionally, alerts on can be sent via email or text message to responsible Sourcewell members. Omntec Tank Level Sensors PROTEUS-K controller with its proven reliability, advanced technology, versatility, scalability, and enhanced features packaged with inventory only probes, stainless steel floats, and AST Cap Assembly Kit to offer an economical solution for monitoring above ground storage tanks.The PROTEUS-PK accepts up to 16 of OMNTEC's Bright Eye™ (BX Series) Sensors for distinguishing product from water or for simply detecting the presence of liquid. A distinct advantage of Bright Eye sensors is they are networked and utilize four wire bus technology. A built in microprocessor gives each sensor the ability to identify itself and its location, which is displayed along with alarm conditions on the 7-inch color touch screen graphic display. Ward also provides installation services for all Ward products. Ward requires each technician to be Ward certified. Ward also utilizes regional based Distributors to provide installation and service on Ward products.	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fuel Management, Tank Monitoring, Fuel Level Monitoring	*

Table 14B: 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	
66	Aboveground fuel and fluid storage tanks	○ Yes ◉ No	Ward does not provide above ground fuel and fluid storage tanks.	*
67	Fuel and fluid hardware	◉ Yes ○ No	Ward's hardware is utilized by numerous government fleets throughout the USA and Canada.	*
68	Fuel and fluid management software	◉ Yes ○ No	Ward's FuelView Software is utilized by Fleets to manage their fuel and fluid.	*
69	Installation, testing, maintenance or repair services	◉ Yes ○ No	Ward provides installation, testing, maintenance, and repair services.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	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.	At the end of each quarter a report will be run from the Ward Accounting system that gives the Sourcewell specific order totals for the quarter. Ward will utilize this data in assessing where the company is regarding YTD Sourcewell sales. Ward will also utilize its CRM to track wins versus losses utilizing Sourcewell contracts. Ward Regional Sales Managers will be given a quarterly sales target specific to just Sourcewell sales. Ward will measure the success of each Regional Sales Manager in exceeding their Sourcewell sales goals. Based on the success that Ward has already had with its existing Sourcewell contract we foresee continuing this success with the Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services Contract.	*
71	Describe the security systems in place for protecting and controlling access to your solutions.	Ward offers a Ward hosted SaaS that was built using best practice industry standards of data security and encryption. The physical network and server security in the customer hosted option is under the end customer control and specific business security rules. The Ward FuelView software has a multi-level security hierarchy with full audit trail as a standard offering. Credentials are controlled by the customer's system administrator.	*
72	Describe how you will secure any participating entities' data captured during transactions.	Password complexity is defined by each company's unique requirements. Customizable security protocols provide individual defined access to only the level or area required for each user of the Ward Fue Management System. User-specific, encrypted password roles (manager, operator, analyst, etc.) define read- only, and or user access to assets by division or location, specified levels in any configuration or combination will enable Sourcewell Members secure data capture during transactions.	*
73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	Ward has developed a fuel management solution which is unmatched in the industry for technology, reliability, efficiency. and scalability. The new Ward IoT fuel management solution not only will exceed Sourcewell Members efficiencies, it will provide Sourcewell Members with a technology platform which will expand with the Sourcewell Members future requirements. Ward offers Sourcewell Members numerous options including the Ward Tag/Ring technology that will enable Sourcewell Members to fuel without having to keypad enter any information thus creating a more efficient employee user experience. The integration of the Tank Monitoring System into the Ward FuelView Software allows for having to utilize just one software platform versus separate fluid storage monitoring software platforms. The Ward IoT Solution provides Sourcewell Members with the most advanced fuel management technology available enabling Sourcewell Members to exceed their strategic long-term fuel management efficiency goals. The Ward IoT will enable Sourcewell Members to maximize the efficiency, accuracy, control and performance of their fuel dispensing activities.	*
74	Describe how you work with participating entities to ensure environmental best practices are followed.	Ward assigns a Project Manager to every Ward fuel management project implementation. During both the discovery and implementation phase the Ward Project Manager will engage the customer in addressing any environmental concerns or issues. Each Sourcewell Member may have different environmental policies so Ward works hand in hand with them in assuring these best practices are met. Ward's customer base spans the entire United States and into Canada with each State/County having different environmental policies. Ward works with each customer on their specific environmental policies.	*
75	Describe how your organization meets all relevant environmental regulations.	All Ward Technicians are required to adhere to all relevant environmental regulations. Through a ongoing internal training program, Ward Technicians are kept apprised of any changes in environmental regulations that may impact the Ward fuel management system.	*
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	Ward has not had any regulatory infractions or sanctions against Ward products or completed projects within the past 5 years.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. 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	
		Ward has no Exceptions	

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 - Ward Financial Statement.pdf - Sunday September 27, 2020 19:44:47
- Marketing Plan/Samples - Ward Marketing Plan.pdf - Monday September 28, 2020 11:54:47
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Ward Warranty and Support Agreement.pdf - Sunday September 27, 2020 18:27:44
- Pricing - E.J.Ward 2020 Sourcewell Price List.pdf - Tuesday September 29, 2020 12:03:46
- Additional Document - Supplemental Information.zip - Monday September 28, 2020 12:07:22

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:

    a. 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;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. 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. - Markay Ward, President, E.J. Ward, Inc.

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_Aboveground_Fuel_Storage_RFP092920 Tue September 22 2020 08:27 AM	☑	2
Addendum_6_Aboveground_Fuel_Storage_RFP092920 Tue September 15 2020 08:27 AM	☑	2
Addendum_5_Aboveground_Fuel_Storage_RFP092920 Mon September 14 2020 08:00 AM	☑	1
Addendum_4_Aboveground_Fuel_Storage_RFP092920 Tue September 8 2020 04:11 PM	☑	1
Addendum_3_Aboveground_Fuel_Storage_RFP092920 Tue September 1 2020 02:10 PM	☑	1
Addendum_2_Aboveground_Fuel_Storage_RFP092920 Mon August 31 2020 03:01 PM	☑	1
Addendum_1_Aboveground_Fuel_Storage_RFP092920 Mon August 31 2020 01:44 PM	☑	2

RFP #092920
REQUEST FOR PROPOSALS
for
Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

Proposal Due Date: September 29, 4:30 p.m. Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	August 11, 2020
Pre-proposal Conference:	September 15, 2020, 10:00 a.m. Central Time
Question Submission Deadline:	September 22, 2020, 4:30 p.m. Central Time
Proposal Due Date:	**September 29**, 2020, 4:30 p.m. Central Time Late responses will not be considered.
Opening:	September 29, 2020, 6:30 p.m. Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services including, but not limited to:

a. Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, and natural gas;

b. Mobile fuel, fluid, and gas storage solutions;

c. Hardware related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. and b. above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories;

d. Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. - c. above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed; and,

e. Services related to the solutions described in subsections 1.a. – d. above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.

2. The primary focus of this solicitation is on Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services. This solicitation should NOT be construed to include:

a. Underground Fuel and Fluid Storage
b. Fleet Management software-only solutions
c. Telematics, Automatic Vehicle Location (AVL), and GPS-only solutions

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. RFP # 052919 Salt, Brine, Anti-Icing, or De-Icing Agents, and Brine Production and Storage Systems
b. RFP # 010920 Industrial and Workplace Storage Systems with Related Accessories
c. RFP # 013020 Vehicle Lifts, with Garage and Fleet Maintenance Equipment

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $20 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price

(MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and

- Protest bond in the amount of $20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

8/31/2020

Addendum No. 1
Solicitation Number: RFP 092920
Solicitation Name: Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The insurance coverages required under Section 20 of the Sourcewell template contract do not appear to include Pollution Liability insurance. Will you be adding Pollution Liability coverage as a requirement? We intend to include this in our response even if not added.

Answer 1:

Sourcewell is not planning a revision of the posted contract template this time. An awarded vendor will be expected to carry the insurance coverages as stated in the contract upon execution. Refer also to contract template Section 6. B. regarding a Participating Entity's ability to negotiate for or require additional terms and conditions at the time of the order.

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will determine the information necessary to best demonstrate its financial viability to Sourcewell.

Question 2:

Does this solicitation cover the service area of Montana/Wyoming? Is the solicitation for any/all components and services related to AST equipment and fuel management systems?

Answer 2:

Sourcewell is seeking "… the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities." (see, RFP Section II. B.). The requested equipment, products, and services are as described in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 8/31/2020, is required at the time of proposal submittal.

8/31/2020

Addendum No. 2
Solicitation Number: RFP 092920
Solicitation Name: Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How can I tell where this project is located? I would like to know the physical address of the site.

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, specific locations or finite quantities for our cooperative contract awards. Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 8/31/2020, is required at the time of proposal submittal.

9/1/2020

Addendum No. 3
Solicitation Number: RFP 092920
Solicitation Name: Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Table 5 asks for top five government, educational or non-profit customers. Our organization sells through distributors only.

Answer 1:

It is left to the discretion of each proposer to determine how to best demonstrate their financial viability and marketplace success.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/1/2020, is required at the time of proposal submittal.

9/8/2020

Addendum No. 4
Solicitation Number: RFP 092920
Solicitation Name: Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For Table 5 what is the difference between size of transaction(s), and dollar volumes from the past three years.

Answer 1:

Each proposer, in its discretion, will determine the information necessary to best demonstrate its financial strength and fulfill the requirements set forth in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/8/2020, is required at the time of proposal submittal.

9/14/2020

Addendum No. 5
Solicitation Number: RFP 092920
Solicitation Name: Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a way to download what has been submitted on a bid?

Answer 1:

After selecting "Start Submission", a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF" if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/14/2020, is required at the time of proposal submittal.

9/15/2020

Addendum No. 6
Solicitation Number: RFP 092920
Solicitation Name: Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In Questionnaire Table 5, what is the difference between "Size of Transactions" and "Dollar Volume Past Three Years"?

Answer 1:

Generally, "Size of Transactions" refers to order or transaction size and "Dollar Volume Past Three Years" reflects aggregate volume. However, it is left to the discretion of each proposer to determine the information and documentation necessary to best demonstrate their Financial, Industry and Marketplace Success and satisfy all the requirements included in the questionnaire tables.

Question 2:

What size tanks are you requiring? What options do you want on the tanks (Catwalks, Bottom Loading etc.)?

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of equipment, products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested Equipment, Products or Services for this solicitation.

Question 3:

In RFP Section II. B. 1. b., what is meant by mobile fuel storage solutions? Is it skid tanks, truck mounted tanks or other?

Answer 3:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 4:

For the solutions listed in RFP Section II. B. 1. c., do you want the related hardware priced or just listed? If priced do you want SRP as the base price with the % discount globally by manufacturer?

Answer 4:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

Pricing will be impacted by annual increases of the manufacturer, currency fluctuation, and cost of living. Do we state this in our pricing of equipment as a global change?

Answer 5:

Refer to the Sourcewell contract template for additional details on the process for requesting a product or pricing change during the term of an awarded contract. A downloadable version of the contract template is found on the Bid Details page for this solicitation within the Sourcewell Procurement Portal.

Question 6:

For RFP Section II. F. Does the marketing plan need to show what our coverage is across Canada as a company plus our sub-contractors? What are you expecting in a marketing plan for the country or regionally?

Answer 6:

It is left to the discretion of each proposer to describe their approach and determine the documentation necessary to best demonstrate their ability to serve Sourcewell's

Participating Entities while satisfying all the requirements included in the questionnaire tables.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/15/2020, is required at the time of proposal submittal.

9/22/2020

Addendum No. 7
Solicitation Number: RFP 092920
Solicitation Name: Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will the financial documents supplied with our bid be available to be seen by anyone, including our competitors?

Answer 1:

Sourcewell is subject to compliance with the Minnesota Government Data Practices Act. Refer to RFP Section VI. E. - Disposition of Proposals for additional guidance on Sourcewell's handling of materials submitted in response to this RFP at the conclusion of the process.

It is left to the discretion of each proposer to determine the information and documentation necessary to best demonstrate their financial viability and marketplace success. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 2:

Does Sourcewell have a standard contract for Canadian suppliers? If not, does Sourcewell allow exceptions to be taken to the standard contract for Canadian suppliers?

Answer 2:

The Sourcewell template contract is available for review on the Bid Details page for this solicitation. The template contract is intended for use with any awarded contract, regardless of supplier location. Refer to RFP Section IV. – Contract, for guidance on the

process for requesting a modification to the template contract terms, conditions, or specifications.

Question 3:

What happens if a Canadian municipal government entity wants to purchase a product through a Sourcewell contract with a Canadian supplier? Do the laws of the state of Minnesota apply to a Purchase order issued within Canada?

Answer 3:

Refer to template contract Section 6. F. – Governing Law and Venue. Under the template contract, 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.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/22/2020, is required at the time of proposal submittal.

AFFIDAVIT OF PUBLICATION

DJC

OFFICIAL

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services
Sourcewell; Bid Location Staples, MN, Todd County; Due 09/29/2020 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

8/12/2020

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **12th** DAY OF **August**, 2020

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
MICHELLE ANNE ROPP
NOTARY PUBLIC - OREGON
COMMISSION NO. 981091
MY COMMISSION EXPIRES NOVEMBER 05, 2022

SOURCEWELL
ABOVEGROUND FUEL AND FLUID STORAGE WITH RELATED HARDWARE, SOFTWARE, AND SERVICES
Proposals Due 4:30 pm, September 29, 2020
REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Aug. 12, 2020. 11907704

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11907704
Client Reference No:

INVOICE

Daily Journal of Commerce
Oregon's Building Connection
11 NE Martin Luther King Jr. Blvd.
Suite 201
Portland, OR 97232-3579
1 (503) 226-1311
www.djcoregon.com

Sourcewell
Carol Jackson
202 12th St NE
Staples, MN 56479-2438

Account #
10027759
Invoice Date
8/12/2020
Invoice #
744789153
Order #
11907704
Terms
NET 30
PO/Case #
2102000079
Salesrep

Days/Inserts	Description	Size/Qty	Unit Price	Amount
	Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services			
1	**Daily Journal of Commerce (OR)** **Bids - Other / Goods and Services** Sourcewell; Bid Location Staples, MN, Todd County; Due 09/29/2020 at 04:30 PM 08/12/2020 -Base Charge	1 col x 3.33in 139 wrd / 31 ln		75.02
	ACH payments can be made to: Daily Journal of Commerce, Inc. - US BANK, ABA#123000848, Acct#153910281275 Or call 1-866-802-8214 to setup payments.			
			TOTAL DUE	**75.02**

ATTACHMENT A

THE STATE MEDIA CO., INC.
Columbia, South Carolina publisher of

The State
The State Media Company
NEWSPAPER • DIGITAL • MAGAZINES • DIRECT MAIL

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004721439	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
4721439

State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

August 11, 2020

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 20th day of August in the year of 2020

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News

Utah Media Group

ATTACHMENT A

The Salt Lake Tribune

PROOF OF PUBLICATION **CUSTOMER'S COPY**

CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER
SOURCEWELL, Accounting Dept PO BOX 219 STAPLES MN 56479	9001496962
	DATE
	8/11/2020

ACCOUNT NAME
SOURCEWELL,

TELEPHONE	ORDER # / INVOICE NUMBER
2188945483	0001296455 /

PUBLICATION SCHEDULE
START 08/11/2020 END 08/11/2020

CUSTOMER REFERENCE NUMBER
Sourcewell RFP for Advertisement (Aboveground Fuel Storage)

CAPTION
REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agenc

SIZE	
36 LINES	1 COLUMN(S)

TIMES	TOTAL COST
3	83.12

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
1296455 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid** FOR **SOURCEWELL,** WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 08/11/2020 End 08/11/2020

DATE 8/11/2020 SIGNATURE Lorraine Gudmundson

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 11TH DAY OF AUGUST IN THE YEAR 2020

BY LORAINE GUDMUNDSON.

LENEA TAPUSOA
NOTARY PUBLIC·STATE OF UTAH
COMMISSION# 712892
COMM. EXP. 07-06-2024

Tapusoa

NOTARY PUBLIC SIGNATURE

Morikawa steals show at PGA Championship

Steve DiMeglio
Golfweek | USA TODAY Network

SAN FRANCISCO – Social distancing protocols were ignored at TPC Harding Park in the final round of the 102nd edition of the PGA Championship.

In the end, however, Collin Morikawa stood alone with the Wanamaker Trophy early Sunday evening.

On a raw, gray day that broke with dense fog, the crowded leaderboards were volatile and seriously lit with a superb and large cast of the game's best players delivering heart-pounding drama that kept the viewing public and players alike on edge.

In all, nine players held at least a share of the lead at one time or another in the final round of the first major of the year. Deep into the back nine, 10 players were within two shots of the lead and seven players were sharing residence at the top of the leaderboards.

"There was a lot of kind of whiplash," 2015 PGA Championship winner Jason Day said. "Everything was coming and going."

Then the California Kid stole the show. In his second major, Morikawa, a pup at 23 and the shortest hitter among the contenders, grabbed the outright lead by chipping in for birdie from 40 feet on the 14th and then teed up the defining shot of the tournament when he drove the 294-yard, par-4 16th and then knocked in the 7-footer for eagle and a two-shot lead that he held to the end.

"I'm on cloud nine," the former University of California standout said. "When I woke up today, I was like, this is meant to be. This is where I feel very comfortable. This is where I want to be, and I'm not scared from it.

"I think if I was scared from it, the last few holes would have been a little different, but you want to be in this position. It just gives me a little taste of what's to come. I got a taste of this now. Obviously, it was a very crowded leaderboard. At one point if you looked at the leaderboard it was all at 10 under and it was a party pretty much. So this one is going to be very special."

Morikawa closed with a bogey-free, 6-under-par 64 to finish at 13 under and two shots clear of Paul Casey – who at 43 was trying to become the oldest first-time major winner since Roberto de Vicenzo won the 1967 Open Championship at 44 – and 54-hole leader Dustin Johnson, who became the first player to go 0-for-4 in majors after holding the 54-hole lead. Casey shot 66, Johnson 68.

In a tie for fourth, three strokes behind, were Matthew Wolff (65), Day (66), Bryson DeChambeau (66), Tony Finau (66) and Scottie Scheffler (68).

Brooks Koepka, trying to become the first to three-peat in the PGA Championship since it went to stroke play in 1958, began the day two shots out of the lead but shot a disappointing 74 to finish in a tie for 29th. The four-time major winner came into the tournament on a 1-T2-1-2-T4 roll in the majors.

"It's my first bad round in a while in a major," Koepka said. "Wasn't meant to be. Three in a row, you're not really supposed to do two in a row looking at history, but that's all right. Got two more the rest of the season and we'll figure it out."

Fifteen-time major winner Tiger Woods, seeking his fifth Wanamaker Trophy, finished with his best round of the tournament, a 67, and tied for 37th.

As for Morikawa, he wasn't making his first star turn as he's already been linked to some of the game's greatest players. He made the cut in his first 22 tournaments as a pro – bested in the last 30 years only by Woods' 25. Morikawa now has as many majors as he has missed cuts.

He began his pro career on an impressive note when he won the Barracuda Championship last year in his sixth start. Last month, he bested Justin Thomas in a thrilling playoff to win the Workday Charity Open. Now he moves to No. 5 in the Official World Golf Rankings.

Just 23, Collin Morikawa won the PGA Championship in only his second major tournament. KELVIN KUO/USA TODAY SPORTS

And he joined Woods, Jack Nicklaus and Rory McIlroy as players who won their first PGA Championship at 23.

From the get-go, he's always looked comfortable on all of golf's stages and he felt right at home this weekend after playing his fair share of golf at TPC Harding Park as an All-American standout at Cal.

He's already talked about as one of the best iron players in golf. Not bad around and on the greens, too. And he gets by without being one of the longest in the game. This past week, he ranked 51st in the field in driving distance but was first in driving accuracy. He also led the field in proximity to the hole with his approach shots and in Strokes Gained: Putting.

But it was his drive on 16 that will not soon forget.

"By Wednesday night, I had no plans on going for 16 at all," said Morikawa, who was tied with Casey at the time of his unforgettable tee shot. "It's too much into the wind, why go for it. It was like 278 to the front, and just a good drive for me. It was going to land just short of that in this weather; it's going to bounce on up. (My caddie) looked at me, he counted off and asked me what I wanted to do and I told him, let's hit a good drive. And stepped up, and those are moments I'm always going to remember."

Morikawa's playing partner, Cameron Champ, has a long history dating to junior golf with Morikawa. Champ, who shot 70 to finish in a tie for 10th, wasn't surprised at Morikawa's march to his major win.

"He knows his game and what works for him," Champ said. "His iron play and off the tee is amazing. He rarely misses a shot and obviously, his putting and chipping is all world-class, as well. He earned it, he deserves it. I give him props."

So, too, did others.

"He's clearly an unbelievable ball-striker, and something that I envy and hopefully I can get there one day," DeChambeau said.

"He's a heck of a player," Finau said. "He doesn't have a weakness in his game. He doesn't have a weakness mentally. So when you're dealing with that type of talent, he's going to be somebody to beat in major championships for a lot of these things.

"This isn't a guy that's just going to pop up and disappear for the next five years."

Morikawa is intent on making sure that doesn't happen.

"It doesn't stop here," he said. "I've got a very good taste of what this is like, what a major championship is like. The majors are going to be circled in, just like everyone else, but I've got to focus on every single week.

"I'm trying to win every single week. I'm not trying to come out and just win the majors. I'm 23. I love golf. I love every part of it. I love being in this position and I love just being able to come out here and play with a bunch of guys that love the sport, too, and that's why I think I love being in this position."

MLS IS BACK TOURNAMENT

Surprising Orlando City challenges Timbers

Jim Reineking
USA TODAY

It seems fitting that the typically wildly unpredictable Major League Soccer would feature a tournament finale that nobody could have anticipated.

Inside the bubble at the ESPN Wide World of Sports Complex, local club Orlando City SC has experienced its greatest success since joining MLS in 2015. Orlando City has never qualified for the playoffs. It finished 22nd out of 24 teams in the Supporters' Shield race last season. First-year coach Oscar Pareja has remade this perpetual loser into one of the most exciting teams in the league in a very short period of time.

Orlando's opponent in Tuesday's MLS is Back Tournament championship game (8:30 p.m. ET on ESPN/ESPN Deportes) will be the Portland Timbers, a team accustomed to success with two MLS Cup appearances and one league championship.

However, Portland's road to the title game wasn't easy. It was drawn into the tournament's "Group of Death." This was mostly due to the presence of Los Angeles FC. The reigning Supporters' Shield winners are a team so deep with young promising talent that even with record-setting goal-scorer Carlos Vela sitting out the tournament, many still predicted LAFC to emerge victorious. It was Portland, under the guidance of its colorful coach, Giovanni Savarese, that won the group. And it was Orlando that ousted LAFC in the quarterfinals.

Also at stake on Tuesday night: a spot in the 2021 CONCACAF Champions League competition and a big chunk of the $1.1 million in prize money.

Key player for each team

Timbers – Sebastian Blanco: A player with a penchant for ripping absolute golazos, Blanco has been an offensive force for the Timbers, scoring the winning goal in the team's semifinal win over the Philadelphia Union. With three goals and a tournament-leading five assists, Blanco is a strong contender for tournament MVP alongside Orlando's frontman.

Orlando City – Nani: The former Manchester United star and Euro 2016 winner with Portugal has turned the clock back to the form of his European brilliance. In arguably the biggest game in Orlando City's brief Major League Soccer history, Nani was dominant, scoring two goals in a 3-1 victor over Minnesota United in Thursday's semifinal.

Key USMNT hopefuls to watch

Timbers – Jeremy Ebobisse: A key voice in the league's new Black Players Coalition, Ebobisse has been a powerful force both on and off the field. The 23-year-old Ebobisse is the Timbers' leading goal-scorer during this tournament. Another U.S. national team prospect, Eryk Williamson (23), has been a vital cog in Portland's midfield.

Orlando City – Chris Mueller: The 23-year-old University of Wisconsin product might have played his way into the USMNT picture with an impressive showing (three goals) at the MLS is Back Tournament.

Possible starting lineups

Timbers – Goalkeeper: Steve Clark. Defenders: Chris Duvall, Larrys Mabiala, Dario Zuparic, Jorge Villafana. Midfielders: Diego Chara, Eryk Williamson, Marvin Loría, Diego Valeri, Sebastian Blanco. Forward: Jeremy Ebobisse.

Orlando City – Goalkeeper: Pedro Gallese. Defenders: Ruan, Antonio Carlos, Robin Jansson, Joao Moutinho. Midfielders: Jhegson Mendez, Oriol Rosell, Chris Mueller, Mauricio Pereyra, Nani. Forward: Tesho Akindele.

Who has the edge?

Despite Orlando's struggles since entering the league, it holds an all-time series edge against Portland, going 3-1-1. That being said, Portland has been the most impressive team in the tournament. Historically, the Timbers are notoriously an unrelenting chip-on-their-shoulder troublemaker against any opponent and are no strangers to big games. That intangible makes Portland the pick to win.

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Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal **https://proportal.sourcewell-mn.gov.**

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Proposals are due no later than September 29, 2020, at 4:30pm Central Time, and late proposals will not be considered.

usat-usatnonbus-100074451-sourcewell-(formerly-display-public-notice-162318/6/20 11:17 AM

OPEN

Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
September 15, 2020 at 10:00 am CDT

Proposals Due:
September 29, 2020 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal

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Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 092920
Bid Name:	Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services
Bid Status:	**Open**
Bid Closing Date:	Tue Sep 29, 2020 4:30:00 PM (CDT)
Question Deadline:	Tue Sep 22, 2020 4:30:00 PM (CDT)
Time-frame for delivery or the duration of the contract:	Four years, with possible extension as stated in the bid documents
Negotiation Type:	Refer to bid document
Condition for Participation:	Refer to bid document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No

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Description:	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov/)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

Submit a Question Register for this Bid Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description
Pre-Proposal Web Conference	Login instructions will be provided to registered p takers by email two business days prior to the we conference.

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Documents

File Name

RFP_092920_Aboveground_Fuel_Storage
Monday August 10, 2020 08:39 AM

RFP_092920_Aboveground_Fuel_Storage_Contract_template
Wednesday August 5, 2020 02:03 PM

Addenda

No Addenda Available ...

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Notice

Basic Information

Estimated Contract Value (CAD)	$20,000,000.00 (Not shown to suppliers)
Reference Number	0000181225
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	092920
Title	Aboveground Fuel and Fluid Storage with Related Hardware and Software
Source ID	PP.CO.USA.868485

Details

Location	All of Canada, All of Canada
Purchase Type	Term: 2020/10/30 01:00:00 AM EDT - 2024/10/29 01:00:00 AM EDT
Description	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	Manual publication
Question Acceptance Deadline	2020/09/22 05:30:00 PM EDT
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2020/09/29 05:30:00 PM EDT
Prebid Conference	2020/09/15 11:00:00 AM EDT

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Mandatory
Event date	2020/09/15 11:00:00 AM EDT
Location	Pre-Proposal Web Conference
Event Note	Login instructions will be provided to registered plan takers by email two business days prior to the web conference.

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	No Pricing
Pricing	No Pricing

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Documents

Documents

Document	Size	Uploaded Date	Language
RFP 092920 Aboveground Fuel and Fluid Storage [pdf]	161 Kb	2020/08/11 09:40:06 AM EDT	English

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Categories

Selected Categories

MERX Category (1)	
U	**Other** Other
U	**Undefined** Undefined
UNSPSC Categories (2)	
25000000	**Commercial and Military and Private Vehicles and their Accessories and Components**
25170000	**Transportation components and systems**
25172400	**Fuel tanks and systems**
78000000	**Transportation and Storage and Mail Services**
78180000	**Transportation repair or maintenance services**
78180300	**Transport fuelling and vehicle storage and support services**

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Alberta Purchasing Connection

Alberta Government

Opportunity Notice

Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

Category: Goods

Potential vendors (bidders) may view the bid package here.

View Bid Package

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

View Interested Vendors (Bidders)

Opportunity Information

Organization:	Rural Municipalities of Alberta (RMA)
Organization Address:	www.rmalberta.com
Reference Number:	AB-2020-04986
Solicitation Number:	AB-2020-04986
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy)**:**	08/11/2020 03:30:00 PM Alberta Time
Closing (MM/dd/yyyy)**:**	09/29/2020 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy)**:**	08/11/2020 03:09:41 PM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA & CETA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive

Commodity Codes:
N7025501: Readers - RFID
N1560D: Tank, Fuel, Aircraft
N4930H: Pumps, Dispensing, Gasoline, Diesel Fuel and LPG Type
N5430D: Tanks, Oil Storage
N5430: Storage Tanks
N6350050: Electronic Identification Devices - RFID

Response Submission:

Only Proposals submitted through the Sourcewell Procurement Portal will be considered.

https://proportal.sourcewell-mn.gov

Proposals are due no later that September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Response Contact:

Robinson, Chris
Procurement Manager
2510 Sparrow Drive
Nisku, Alberta T9E 8N5
Tel: 218-895-4168

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Email: rfp@sourcewell-mn.gov

Response Specifics:

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

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To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

Opportunity Description:

Rural Municipalities of Alberta ("RMA"), is posting the solicitation on behalf of RMA and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement, RMA/Sourcewell is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a national contracting solution for use by its members.

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Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

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All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Bid RFP #092920 - Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

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Bid Type	**RFP**
Bid Number	**092920**
Title	**Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services**
Start Date	**Aug 11, 2020 9:05:26 AM CDT**
End Date	**Sep 29, 2020 4:30:00 PM CDT**
Agency	**Sourcewell**
Bid Contact	**Chris Robinson** (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219

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Questions

0 Questions
0 Unanswered
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Description

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Documents

No Documents for this bid

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Type 1 Bid Notice Only

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Solicitation Setting

Invite Bidders	No
Evaluate Response online	No
Internal Approval	No
Enable Collaboration with other Users	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	RFP 092920
Solicitation Name	Aboveground Fuel and Fluid Storage With Related Hardware and Software	Procurement Type	Goods , Services
Country & Province/State	United States / Minnesota	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	RFP 092920 Aboveground Fuel and Fluid Storage with Related Hardware and Software

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date	08/11/2020	Closing Date & Time	09/29/2020 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Energy/ Fuel/ Chemical

Fuel Products/ Services	Gasoline, Oil, Grease, Diesel, Coal, Biodiesel, Ethanol, Natural Gas, Storage/Fuel Tanks, Natural Gas Boilers, Pipeline Transport Etc. Barrels, Jet Fuel, Engine Oil, Pump gas etc.

Solicitation Overview

Sourcewell Formerly NJPA

Aboveground Fuel and Fluid Storage With Related Hardware and Software

RFP 092920

Closing Date: 09/29/2020 4:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

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The
New York State
Contract Reporter

NYS' official source of contracting opportunities
Bringing business and government together

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Aboveground Fuel and Fluid Storage with Related Hardware and Software
Agency: Sourcewell
Division: Procurement Department
Contract Number: RFP 092920
Contract Term: 4 years, with potential 1 year extension.
Date of Issue: 08/12/2020
Due Date/Time: 09/29/2020 5:30 PM
County(ies): All NYS counties
Classification: Fuels & Lubricants - ***Commodities***
Opportunity Type: General
Entered By: Chris Robinson
Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proporta l.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

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Proposal Opening Record

Date of opening: September 29, 2020

Sourcewell posted Request for Proposal #092920, for the procurement of Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Tuesday, August 11, 2020, and the solicitation remained in an open status within the portal until September 29, 2020, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on September 29, 2020, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #092920 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Acterra Group, Inc. – received 9/29/20 at 8:31:02 AM
Balcrank Corporation – received 9/28/20 at 7:16:36 AM
E.J. Ward – received 9/29/20 at 12:09:42 PM
Eagle Tanks, Inc. – received 9/29/20 at 2:36:19 PM
Fireball Equipment, LTD – received 9/29/20 at 10:48:13 AM
FuelCloud OPCO – received 9/25/20 at 5:22:59 PM
Gilbarco, Inc. – received 9/29/20 at 8:53:21 AM
Graco, Inc. – received 9/29/20 at 3:52:04 PM
JF Acquisition, LLC – received 9/29/20 at 1:28:32 PM
MakLoc Buildings Inc. – received 9/29/20 at 12:34:48 PM
Modern Welding Company, Inc. – received 9/29/20 at 4:06:37 PM
Multiforce Systems Corporation – received 9/29/20 at 4:26:25 PM
OMNTEC Mfg., Inc. – received 9/29/20 at 9:59:36 AM
OPW Fuel Management Systems – received 9/29/20 at 2:58:38 PM
Polystar, Inc. – received 9/28/20 at 1:22:00 PM
Southern Pump and Tank Company, LLC – received 9/29/20 at 4:27:22 PM
Syn-Tech Systems, Inc. – received 9/29/20 at 2:33:44 PM
Titan Chemical Transfer Solutions, LLC – received 9/28/20 at 11:50:04 AM
Western International, Inc. DBA Western Global – received 9/29/20 at 3:12:59 PM

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The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on September 29, 2020, at 4:31:10 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Greg Grunig
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Greg Grunig, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

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Proposal Evaluation
Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services RFP #092920

	Possible Points	Acterra Group	Balcrank Corp.	E.J. Ward	Eagle Tanks, Inc.	Fireball Equipment	FuelCloud OPCO	Gilbarco, Inc.	Graco, Inc.	JF Acquisition	MakLoc Buildings
Conformance to Terms/ Conditions to Include Documentation	50	42	34	44	35	35	41	43	41	41	-
Pricing	400	309	343	357	289	239	311	360	328	336	-
Financial, Industry and Marketplace Successes	75	63	58	65	53	53	57	69	63	63	-
Bidder's Ability to Sell/ Service Contract Nationally	100	73	78	82	63	67	71	86	84	80	-
Bidder's Marketing Plan	50	40	30	43	32	35	37	43	44	42	-
Value Added Attributes	75	62	44	62	53	54	54	62	66	61	-
Warranty Coverages and Information	50	41	38	40	40	35	40	43	41	38	-
Selection and Variety of Products and Services Offered	200	171	130	163	138	155	138	171	163	180	-
Total Points	1,000	801	755	856	703	673	749	877	830	841	-
Rank Order		10	12	4	16	17	13	2	8	7	19

	Possible Points	Modern Welding	Multiforce System	OMNTEC Mfg.	OPW Fuel Management	Polystar, Inc.	Southern Pump	Syn-Tech Systems, Inc.	Titan Chemical Transfer	Western International
Conformance to Terms/ Conditions to Include Documentation	50	32	42	35	43	36	35	45	45	44
Pricing	400	236	356	333	334	318	318	323	363	358
Financial, Industry and Marketplace Successes	75	50	63	58	66	51	57	68	67	63
Bidder's Ability to Sell/ Service Contract Nationally	100	73	78	77	86	65	76	88	91	78
Bidder's Marketing Plan	50	31	41	36	40	34	39	39	44	43
Value Added Attributes	75	35	64	56	64	46	35	66	68	65
Warranty Coverages and Information	50	34	40	40	41	37	39	44	41	42
Selection and Variety of Products and Services Offered	200	138	165	152	168	128	136	155	181	175
Total Points	1,000	629	849	787	842	715	735	828	900	868
Rank Order		18	5	11	6	15	14	9	1	3

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Greg Grunig
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Greg Grunig, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

DocuSigned by:
0B0204E40D3E445...
Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
Nick Scholer
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Nick Scholer, Procurement Analyst

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) 092920
Entitled

Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

The following advertisement was placed August 11, 2020 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State,* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and August 12, 2020 in Oregon's *Daily Journal of Commerce*:

> *Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

Accu-Flo Meter Services, LTD	KleerBlue
Acterra Group, Inc.	LES INDUSTRIES DESJARDINS, LTEE
All Peace Petroleum, A Division of Bar W Petroleum	MakLoc Buildings, Inc.
Balcrank Corporation	Metro Environmental Services, LLC
Banlaw	MI Petro Construction & Supply, Inc.
Capital Petroleum Service, Ltd	Modern Welding Company, Inc.
Cornerstone Petroleum Equipment, Ltd	Multiforce Systems Corporation
E.J. Ward, Inc.	OMNTEC Mfg., Inc.
Eagle Tanks, Inc.	Dover Fueling Solutions, Inc., / OPW Fuel Management Systems
EAPC Engineers and Architects, P.C.	Polystar, Inc.
EnergiSystems, LLC	Pumps and Pressure, Inc.

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Fireball Equipment, LTD	Quality Assured Manufacturing
FuelCloud OPCO	Regina Construction Association
Fullidity, LLC	Southern Pump and Tank Company, LLC
Gilbarco, Inc.	Straightforward, LLC
GIR Fuel Management	Syn-Tech Systems, Inc.
Graco, Inc.	Titan Chemical Transfer Solutions, LLC
Husky Corporation	Trak Engineering, Inc.
ICS Great Western, LP	U-Fuel, Inc.
JF Acquisition, LLC	Western International, Inc. DBA Western Global
John M. Ellsworth Company	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on September 29, 2020, at 4:31:10 pm CT. Proposals were received from the following:

Acterra Group, Inc.
Balcrank Corporation
E.J. Ward, Inc.
Eagle Tanks, Inc.
Fireball Equipment, LTD
FuelCloud OPCO
Gilbarco, Inc.
Graco, Inc.
JF Acquisition, LLC
MakLoc Buildings Inc.
Modern Welding Company, Inc.
Multiforce Systems Corporation
OMNTEC Mfg., Inc.
Dover Fueling Solutions, Inc., / OPW Fuel Management Systems
Polystar, Inc.
Southern Pump and Tank Company, LLC
Syn-Tech Systems, Inc.
Titan Chemical Transfer Solutions, LLC
Western International, Inc. DBA Western Global

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst
Carol Jackson, Procurement Analyst
Michael Munoz, Procurement Analyst
Nick Scholer, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the equipment, products, and services offered in the proposal response of MakLoc Buildings Inc., fall outside of the

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Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

E.J. Ward, Inc., has a strong sales and service network comprised of a regionally based internal sales team, geographically dispersed service operations centers, and independent distributors/contractors across the US and Canada. They provide fuel management solutions including terminal hardware, sensors, software and SAAS equipment and products, and installation services. E.J. Ward is offering a significant discount from MSRP pricing on equipment, products, and services..

Gilbarco, Inc., has a comprehensive offering of hardware and software to meet fuel dispensing, tank management, and fuel management needs, as well as turn-key project management. They have 193 authorized distributors and 5,000 certified installation service contractors to serve participating entities across the US and Canada. Gilbarco offers a range of competitive discounts from list pricing by product category.

Graco Inc., manufactures pumping, dispensing, and metering equipment for bulk lubricants, DEF, and grease products, with free available online product training courses. They have over 500 distributors across North America to assist with the needs of Sourcewell participating entities. Graco offers a range of solid discounts from list pricing by product family.

JF Acquisition, LLC, is a distributor of fuel management equipment, products, parts and accessories, and a turnkey service provideroperating 33 branch offices, 4 distribution centers, and with a sales and service force of over 500 employees throughout the US. They offer new storage systems with a one-year parts and labor warranty included and have an e-Procurement website portal for participating entities. JF Acquisition pricing includes a significant discount from manufacturer list pricing with additional discounts available for volume or quantity purchases.

Multiforce Systems Corporation is the manufacturer, developer and distributor of a broad selection of fuel and fluid management products including fuel island, communications, and management hardware and software, with related installation and support services. Sales and service is available through an internal team, distribution and sales affiliates, and a designated installation and service partner. Multiforce offers competitive pricing with a discount off MSRP to Sourcewell participating entities.

Dover Fueling Solutions, Inc., / OPW Fuel Management offers a range of product brands, including Wayne Fueling Systems, OPW Fuel Management Systems, Clearview and OPW Retail Fueling, for a comprehensive fuel dispensing equipment and management systems solution. Their distribution network provides sales and service coverage throughout the United States and Canada. All OPW Fuel Management Systems, Wayne Fueling Systems, and OPW Retail Fueling equipment and products are being offered with a significant discount off the published price list.

Syn-Tech Systems, Inc., utilizes a large direct sales force and distributor network across the United States and Canada to offer scalable fuel management systems including fleet integration, telematics and data security. Syn-Tech provides a standard warranty with several extended warranty and maintenance plan options. They offer a considerable discount off MSRP pricing to Sourcewell participating entities.

Titan Chemical Transfer Solutions, LLC, offers The Blue1 product line including turn-key systems and equipment for DEF, petroleum and alternative energy solutions. Blue1 also provides turnkey installation services and environmental services such as underground tank removal, inspections and compliance assistance. With an extensive distributor network across the United States and Canada, they are well equipped to support Sourcewell

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participating entities. Warranties cover all products and extended service contracts are available. Blue1 offers a significant discount off list price.

Western International, Inc., DBA Western Global, manufactures steel double-walled above-ground transportable and stationary fuel storage tanks and dispensing system solutions for handling of fuels, lubricants and other liquids. They cover the product warranty process for all equipment solutions provided irrespective of component manufacturer. Western Global offers a competitive pricing discount with additional volume discounts available.

Upon the above evaluation findings of the Proposal Evaluation Committee, the Sourcewell Chief Procurement Officer made the determination to award of Sourcewell Contract #092920 to:

Dover Fueling	092920-DVR
E.J. Ward, Inc.	092920-EJW
Gilbarco	092920-GVR
Graco	092920-GRC
JF Petroleum	092920-JFA
Multiforce	092920-MTF
Syn-Tech	092920-SYS
Titan Chemical	092920-TAN
Western Global	092920-WST

The preceding recommendations were approved on November 19, 2020.

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Greg Grunig
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Greg Grunig, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

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Michael Munoz, CPPB, Procurement Analyst

DocuSigned by:
Nick Scholer
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Nick Scholer, Procurement Analyst

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STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #092920** for **Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:
Jeremy Schwartz
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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

REGULAR MEETING MINUTES OF THE SOURCEWELL BOARD OF DIRECTORS

Tuesday, February 18, 2020
Conference Room 3 & 4
202 12th St. NE, Staples, MN 56479

Chair Wilson called the Regular Board meeting to order at 6:16p.m. with the following members present: Greg Zylka, Scott Veronen, Ryan Thomas, Sharon Thiel, Mark Gerbi, Sara Nagel, Linda Arts and Mike Wilson. Also present were Paul Brownlow, Verndale Public Schools, and Simoine Bolin, Mid-State Education District, Ex-Officios; Chad Coauette, Mike Carlson, Susan Nanik, Marcus Miller, Paul Drange, Jeremy Schwartz, Travis Bautz, Jamie Loken, Ali O'Day, Chris Klein, and Danielle Wadsworth, Sourcewell staff; Dan Domenech, American Association of School Administrators, Guest.

Ms. Nagel moved, seconded by Mr. Thomas to accept the agenda as presented. Motion carried.

Mr. Zylka moved, seconded by Ms. Thiel to accept the minutes of the Regular Board Meeting held on January 21, 2020. Motion carried.

Mr. Carlson presented the monthly Financial Reports.

Ms. Thiel moved, seconded by Mr. Thomas to approve the Resolution of Signed Authority. Motion carried.

Mr. Veronen moved, seconded by Mr. Zylka to approve the Check Register, Wire Transfer activity, and Wire Transfer-Employee Expense reimbursements as detailed in the batch reports dated February 12, 2020. Motion carried.

Mr. Veronen moved, seconded by Ms. Nagel to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added January 1-31, 2019
- Resolution to approve permission to solicit the following category:
    a. Fuel and Fluid Storage Systems, Equipment and Technology
- Resolution to approve permission to re-solicit the following categories:
    a. Public Sector Administrative-Related Software Solutions
    b. Rental Equipment
- Higher Education Procurement Internship Program Agreement for Illinois Institutions
- Interlocal Cooperative Agreement with Becker County
- Interlocal Agreement with Douglas County

Motion carried.

Ms. O'Day gave a day in the life of a Sourcewell employee presentation on her role as a Marketing Project Coordinator.

Mr. Schwartz gave an update on the Operations, Procurement, and Information and Communications Technology Departments and contracts awarded in January as noted in Appendix A.

Mr. Zylka moved, seconded by Ms. Thiel to approve the Resolution to Approve Ratification of Cooperative Contracting Awards. Motion carried.

Mr. Bautz gave an update on the Membership and Marketing Departments.

Mr. Drange gave an update on the Regional Programs Department.

Ms. Nanik gave an update on the Facilities and Human Resource Departments.

Mr. Carlson gave an update on the Finance and Risk Management Departments.

Mr. Miller gave an update on the Government Relations and General Counsel Departments.

Mr. Veronen moved, seconded by Ms. Nagel to approve the Personnel Recommendations. Motion carried.

Dr. Coauette gave an update on State/National Associations and Partnerships.

Mr. Zylka moved, seconded by Mr. Thomas to adjourn the meeting at 8:16 p.m. Motion carried.

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - February 2020

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

- Fee Management and Online Payment Portal Software Solutions
- Fuel and Fluid Storage Systems, Equipment and Technology

Requesting Board permission to Re-Solicit the following categories:

- Public Sector Administrative-Related Software Solutions
- Rental Equipment

NEW CONTRACTS		
PPG Architectural Finishes	121219-PPG	*"Paint with Related Supplies, Equipment, and Services"*
The Sherwin-Williams Company	121219-SHW	*"Paint with Related Supplies, Equipment, and Services"*
5th YEAR RENEWALS (CONTRACT EXTENSIONS)		
Bentley Mills	121715-BPS	*"Flooring with Related Equipment"*
Interface Americas	121715-IFA	*"Flooring with Related Equipment"*
Mannington Mills, Inc.	121715-MMI	*"Flooring with Related Equipment"*
Masland Contract	121715-MAS	*"Flooring with Related Equipment"*
Mohawk Carpet Distribution	121715-MCD	*"Flooring with Related Equipment"*
Shaw Industries	121715-SII	*"Flooring with Related Equipment"*
Tarkett USA, Inc.	121715-TFU	*"Flooring with Related Equipment"*
Acro Service Corporation	020817-ACR	*"Managed Service Provider for I.T."*
GPS Insight, LLC	022217-GPI	*"Fleet Management and Related Technology"*
NEW ezIQC CONTRACTS		
State of New York - Long Island		
Volmar Construction, Inc.	LI01-GC-012920-VOL	*General Construction*
Polaris Electrical Construction Corp.	LI01-E-012920-PEC	*Electrical Construction*
State of New York - New York City		
Gryphon Construction Inc.	NYC01-GC-012920-GCI	*General Construction*
Polaris Electrical Construction Corp.	NYC01-E-012920-PEC	*Electrical Construction*
Pro Con Group, Inc.	NYC02-GC-012920-PCG	*General Construction*
Wade Electric Incorporated	NYC02-E-012920-WEI	*Electrical Construction*
State of Texas - Central Texas Area		
JAMCO Ventures, LLC	TX-CT-GC-121819-JAM	*General Construction*
Centennial Contractors Enterprises	TX-CT-GC-121819-CCE	*General Construction*
F.H. Paschen	TX-CT-GC-121819-FHP	*General Construction*
TMG Contracting, LLC	TX-CT-GC-121819-TCL	*General Construction*
Amstar, Inc.	TX-CT-GC-121819-AMS	*General Construction*
Veliz Company, LLC	TX-CT-GC-121819-VCL	*General Construction*
Doyle Electric, LLC	TX-CT-GC-121819-DEL	*General Construction*
The Pounds Group, LLC	TX-CT-GC-121819-SUL	*General Construction*
Core Construction Services of Texas	TX-CT-GC-121819-CCT	*General Construction*
Platinum Roofing, LLC	TX-CT-R-121819-PLR	*Roofing*
JAMCO Ventures, LLC	TX-CT-RC-121819-JAM	*Roofing*
RoofConnect Logistics, Inc.	TX-CT-R-121819-RCL	*Roofing*
JAMCO Ventures, LLC	TX-CT-APC-121819-JAM	*Asphalt/Paving/Concrete*
Doyle Electric, LLC	TX-CT-E-121819-DEL	*Electrical*
JAMCO Ventures, LLC	TX-CT-P-121819-JAM	*Painting*
JAMCO Ventures, LLC	TX-CT-F-121819-JAM	*Flooring*
JAMCO Ventures, LLC	TX-CT-W-121819-JAM	*Waterproofing*
State of Texas - West Texas Area		
Veliz Company, LLC	TX-WT-GC-121819-VCL	*General Construction*
F.H. Paschen	TX-WT-GC-121819-FHP	*General Construction*
Amstar, Inc.	TX-WT-GC-121819-AMS	*General Construction*
Core Construction Services of Texas	TX-WT-GC-121819-CCT	*General Construction*
RoofConnect Logistics, Inc.	TX-WT-R-121819-RCL	*Roofing*
State of Texas - Permian Basin Area		
Veliz Company, LLC	TX-PB-GC-121819-VCL	*General Construction*

F.H. Paschen	TX-PB-GC-121819-FHP	*General Construction*
Tommy Klein Construction	TX-PB-GC-121819-TKL	*General Construction*
Amstar, Inc.	TX-PB-GC-121819-AMS	*General Construction*
Core Construction Services of Texas	TX-PB-GC-121819-CCT	*General Construction*
ezIQC RENEWALS		
Astra Construction Services, LLC	FL-SWA-GC04-121918-ACS	*General Construction*
Advanced Roofing, Inc.	FL-SWA-R01-121918-ADR	*Roofing Construction*
Advanced Roofing, Inc.	FL-ECA-R01-121918-ADR	*Roofing Construction*
LEE Construction Group, Inc.	FL-ECA-GC02-121918-LCI	*General Construction*
LEE Construction Group, Inc.	FL-SWA-GC02-121918-LCI	*General Construction*
McKenzie Contracting, LLC	FL-ECA-UG1-121918-MCL	*Underground Construction*
Johnson-Laux Construction, LLC	FL-SWA-GC03-121918-JLC	*General Construction*
McKenzie Contracting, LLC	FL-SWA-UG1-121918-MCL	*Underground Construction*
Johnson-Laux Construction, LLC	FL-ECA-GC03-121918-JLC	*General Construction*
Astra Construction Services, LLC	FL-ECA-GC04-121918-ACS	*General Construction*
Shiff Construction & Development, Inc.	FL-SWA-GC01-121918-SCD	*General Construction*
Shiff Construction & Development, Inc.	FL-ECA-GC01-121918-SCD	*General Construction*
Whalen Electric, LLC	OHGCDAEOMB-013018-WHE	*Electrical Construction*
The Lusk Group	OHGCDAGCOMA-013018-LUS	*General Construction*
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCDAGCOMB-013018-FHP	*General Construction*
The Lusk Group	OHGCDAEOMA-013018-LUS	*Electrical Construction*
The Lusk Group	OHGCDAHVOMA-013018-LUS	*HVAC Construction*
The Lusk Group	OHGCDAROMA-013018-LUS	*Roofing Construction*
The Lusk Group	OHGCDACOMA-013018-LUS	*Concrete Construction*
Perkins / Carmack Construction, LLC	OHGCDAGCOMC-013018-PCC	*General Construction*
Perkins / Carmack Construction, LLC	OHGCDACOMB-013018-PCC	*Concrete Construction*
Custom Controls Group	OHGCDAGCOMD-013018-CCG	*General Construction*
Custom Controls Group	OHGCDAROMB-013018-CCG	*Roofing Construction*
Custom Controls Group	OHGCDAHVOMB-013018-CCG	*HVAC Construction*
Westside Paving & Excavating, Inc.	OHGCDAAPOMA-013018-WPE	*Asphalt Paving Construction*
Westside Paving & Excavating, Inc.	OHGCDAWUIOMA-013018-WPE	*Water Sewer Underground Infrastructure*
Universal Contracting Corporation	OHGCDAGCOME-013018-UCC	*General Construction*

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SOURCEWELL
STATE OF MINNESOTA

Member Sharon Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2020-32

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Greg Zylka and the following voted in favor: (list names here)
Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts and Kircher

and the following voted against: (list names here or "NONE")
NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST: DocuSigned by:

CF62F09F8AFC4BB...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS -December 2020

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

- Plastic Refuse and Recycling Container Solutions and Related Equipment, Supplies and Accessories
- Tree and Vegetation Management Equipment, Attachments, and Accessories
- Facilities Maintenance Services
- Special Education Teletherapy Services

Requesting Board permission to Re-Solicit the following categories:

- Auction Services with Related Solutions (published 12/08/20)
- Bulk Solid Waste and Recycling Equipment with Related Services, Accessories and Supplies
- Grounds Maintenance Equipment, Attachments, and Accessories

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
MSC Industrial Supply	101320-MSI	*"Janitorial Supplies and Equipment with Related Services"*
Staples Contract & Commercial, LLC	101320-SCC	*"Janitorial Supplies and Equipment with Related Services"*
W.W. Grainger, Inc.	101320-WWG	*"Janitorial Supplies and Equipment with Related Services"*
Dover Fueling Solutions, Inc.	092920-DVR	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"*
E.J. Ward, Inc.	092920-EJW	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"*
Gilbarco, Inc.	092920-GVR	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"*
Graco, Inc.	092920-GRC	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"*
JF Petroleum Group	092920-JFA	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"*
Multiforce Systems Corp.	092920-MTF	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"*
Syn-Tech Systems, Inc.	092920-SYS	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"*
Titan Chemical Transfer Solutions, LLC	092920-TAN	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"*
Western Global	092920-WST	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"*

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Gilbarco Veeder-Root	022217-GVR	*"Fleet Management and Related Technology Solutions"*
Synovia Solutions	022217-SSL	*"Fleet Management and Related Technology Solutions"*
Pitney Bowes	041917-PIT	*"Mailing and Postage Equipment with Related Software, Accessories, Services and Supplies"*
National Auto Fleet Group	081716-NAF	*"Class 6, 7, and 8 Chassis with Related Equipment"*
Falcon Road Maintenance	052417-FRM	*"Roadway Maintenance Equipment"*
Audio Enhancement, Inc.	111616-AEI	*"Classroom Audio Technology Equipment with Related Accessories, Services and Supplies"*

NEW ezIQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work

ezIQC RENEWALS

Company Name	Contract Number	
Minnesota Exteriors, Inc.	MN-TMA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-SEA-GC03-120518-KRU	
Kraus-Anderson Construction Company	MN-SWA-GC02-120518-KRU	
Kraus-Anderson Construction Company	MN-NCM-GC04-120518-KRU	
Innovative Builders of Alexandria, Inc.	MN-RRV-GC01-120518-IBA	
McDowall Company	MN-RRV-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-IRA-GC02-120518-KRU	
Solid Rock Construction	MN-CMA-GC03-120518-SRC	
Kraus-Anderson Construction Company	MN-TMA-GC05-120518-KRU	
Nor-Son, Inc.	MN-IRA-GC01-120518-NSI	
Nor-Son, Inc.	MN-SEA-GC01-120518-NSI	

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Nor-Son, Inc.	MN-TMA-GC02-120518-NSI	
RAK Construction, Inc.	MN-TMA-GC01-120518-RAK	
Solid Rock Construction	MN-TMA-GC03-120518-SRC	
RAK Construction, Inc.	MN-CMA-GC01-120518-RAK	
Nor-Son, Inc.	MN-NCM-GC02-120518-NSI	
Nor-Son, Inc.	MN-CMA-GC02-120518-NSI	
Nor-Son, Inc.	MN-RRV-GC02-120518-NSI	
Nor-Son, Inc.	MN-SWA-GC01-120518-NSI	
Bituminous Roadways, Inc.	MN-TMA-P01-120518-BRI	
McDowall Company	MN-TMA-R02-120518-MDC	
Minnesota Exteriors, Inc.	MN-SEA-R01-120518-MEI	
McDowall Company	MN-IRA-R02-120518-MDC	
Solid Rock Construction	MN-NCM-GC03-120518-SRC	
Minnesota Exteriors, Inc.	MN-CMA-RO1-120518-MEI	
McDowall Company	MN-NCM-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-RRV-GC03-120518-KRU	
L.S. Black Constructors, Inc.	MN-TMA-GC04-120518-LSB	
McDowall Company	MN-CMA-R02-120518-MDC	
McDowall Company	MN-SWA-R02-120518-MDC	
Mid-Minnesota Hot Mix	MN-CMA-P01-120518-MHM	
Minnesota Exteriors, Inc.	MN-NCM-R01-120518-MEI	
Minnesota Exteriors, Inc.	MN-RRV-R01-120518-MEI	
Solid Rock Construction	MN-SEA-GC02-120518-SRC	
Anderson Brothers	MN-NCM-P01-120518-ABC	
Hy-Tec Construction	MN-NCM-GC05-120518-HTC	
Minnesota Exteriors, Inc.	MN-SWA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-CMA-GC04-120518-KRU	
Minnesota Exteriors, Inc.	MN-IRA-R01-120518-MEI	

E.J. Ward #092920-EJW

Pricing for contract #092920-EJW offers Sourcewell participating agencies 20% discount off list price.

Exhibit B:
Insurance Requirements for EJ Ward
(Fuel Site Upgrades)

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE
Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

4. **Cyber Liability Insurance**, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors & Omissions

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than **$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include, *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage
For any claims related to this contract, the **Vendor's insurance coverage shall be primary and non-contributory**. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies. The City of Stockton does not accept endorsements limiting the Vendor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy
The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton**.

Waiver of Subrogation
Vendor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability

policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Vendor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Vendor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.

Verification of Coverage

Vendor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors
Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances
City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

City of Stockton - 1465 S. Lincoln St., Stockton, CA 95206 - Hardware & Labor (rekv3) - 02-28-2024

Sourcewell #092920-EJW

Upgrade Fuel Management System - Hosted by SimplyFuel Solutions LLC.				
Part #	**1465 S. Lincoln St., Stockton, CA 95206 - Model/Description**	**Qty**	**Price**	**Extended**
FCT-IOT-10H	10-hose IOT Terminal - Keypad Entry, FOB, CANceiver and TAG use enabled **EXCLUDED:** Any non standard cellular antenna configuration caused by a local environmental condition outside E.J. Ward control.	1	$11,371.70	$11,371.70
KIT-HMDA	Hose Module Kit Dual Antenna	8	$390.17	$3,121.32
Part #	**1465 S. Lincoln St., Stockton, CA 95206 - Model/Description**	**Qty**	**Price**	**Extended**
LABORPM	Project Management (per hour)	8	$160.00	$1,280.00
	Furnish materials, labor and equipment for the following scope of work: Obtain APCD Authority to Construct permit and EHD Permit. All other fees will be billed by APCD to be paid by the owner. Install (4) Dispenser Conversion kits. Install (4) Bennett dispenser(s) to utilize existing plumbing and hardware at each dispenser. Utilize existing electrical conduits and wire at each of the (4) dispenser(s). Utilizing existing conduits, install shielded comm wiring to each dispenser back to EJ Ward Terminal. Install owner's existing hanging hardware and dispenser hardware. Start system up, purge lines, meters, and calibrate dispensers to Department of Weight and Measures standards. Provide start up testing with APCD. Install (1) EJ Ward Fuel Management System, utilizing power and dispenser new communication wiring Remove (4) existing dispenser(s), haul offsite, and dispose of it/them.	1	$134,812.84	$134,812.84
	Hardware: (2) 37112SNS-SGCFC2-ANBPJ2NNSSN-NAW Model: 3712SNS-9 - 1 Prod. / 2 Hose(s) / 2 Side(s) / Standard Flow / Suction Pump / High Hose - Cover / Front Mount / Totalizers / Gallons / Pulse Output / Jbox / Black End Column / White Lower Door (Gasoline) / Standard / Product 1: 106241 / Warranty: 1 Year (2) 37112SNS-SGCFC2-ANBPJ2NNSSN-NAW Model: 3712SNS-9 - 1 Prod. / 2 Hose(s) / 2 Side(s) / Standard Flow / Suction Pump / High Hose - Cover / Front Mount / Totalizers / Gallons / Pulse Output / Jbox / Black End Column / Green Lower Door (Diesel) / Standard / Product 1: 106241 / Warranty: 1 Year (4) VST-012096 - 12 Inch x 8 Foot ENVIRO-LOC EVR Platinum Combo Balance Hanging Hardware Kit Curb Pump Hose, With Breakway And Nozzle (4) Bravo Conversion Kits NV-B2000-OPP (8) D-HW Decal Health Warning (4) VR-A-800-952-5558 Nozzle Operation Decal w/ Carb Contract Info (8) No Smoking Signs	1	Included	Included
	Shipping and Handling	1	$3,041.18	$3,041.18
	Sales Tax	1	$5,742.35	$5,742.35
			Total	$159,369.38

Notes: 1. Quote valid until 7-1-2024

City of Stockton- 2500 Navy Dr., Stockton, CA 95206 - Hardware & Labor (rekv3) - 02-19-2024

Sourcewell #092920-EJW

Part #	2500 Navy Dr., Stockton, CA 95206 - Model/Description	Qty	Price	Extended
FCT-IOT-5H	5-hose Cellular IOT Terminal - Keypad Entry, FOB, CANceiver and TAG use enabled **EXCLUDED:** Any non standard cellular antenna configuration caused by a local environmental condition outside E.J. Ward control.	1	$10,660.97	$10,660.97
KIT-HMDA	Hose Module Kit Dual Antenna	1	$390.17	$390.17
Part #	**2500 Navy Dr., Stockton, CA 95206 - Model/Description**	**Qty**	**Price**	**Extended**
LABORPM	Project Management (per hour)	8	$160.00	$1,280.00
	Obtain APCD Authority to Construct permit. All other fees will be billed by APCD to be paid by the owner. Install (1) Bravo Pedestal – Mount for Bennett Dispenser Sump. Install (1) Single dispenser to utilize existing plumbing and hardware at each dispenser. Utilize existing electrical conduits and wire at the existing pumping unit. Utilizing existing conduit, install shielded comm wiring for dispenser to EJ Ward unit. Install owner's existing hanging hardware and dispenser hardware. Start system up, purge lines, meters, and calibrate dispensers to Department of Weight and Measures standards. Provide start up testing with APCD. Install (1) EJ Ward Fuel Management System, utilizing existing power and dispenser communication wiring. Remove (1) existing dispenser(s), haul offsite, and dispose of it/them.	1	$53,411.94	$53,411.94
	Hardware: (1) 3711SNP-SGLF1-ANNPJ2NNHSN-NAG Model:3711 sns-2 - 1 Prod. / 1 Hose(s) / 1 Side(s) / Standard Flow / Suction Pump / Low Hose / Front Mount / Totalizers / Gallons / Pulse Output / Jbox / Black End Column / Green Lower Door (Diesel) / Solenoid Valve / Product 1: 106239 / Warranty: 1 Year (1) 3712SNS-SGLS2-ANNPJ2NNHSN-NAW Model: 3712SNS-5 - 1 Prod. / 2 Hose(s) / 2 Side(s) / Standard Flow / Suction Pump / Low Hose / Side Mount / Totalizers / Gallons / Pulse Output / Jbox / Black End Column / White Lower Door (Gasoline) / Standard / Product1: 106241 / Warranty:1 Year (2) A6430-1 Bravo Pedestal-mount for Bennett 3000 above-ground dispenser sump epoxy galvanized steel (Bennett 3711-SNR-17) (2) BK-1011 Bravo Boss-mount bracket for B1000 and stabilizer bar for 11" wide assembly with hardware. Gasboy Atlas model & Bennett (2) K-52 Bravo (BRKT-8600-52-ADR) Bravo Kit for Gasboy and Tokheim 52 Valve Mounting Kit Valve requires BK-6000 type brackets Includes (2) 5" long, 7/16" all thread, Grade 8 bolts, (4) Grade 8 nuts and (4) 7/16" washer (2) B-33-3-2-1 1/2" Bravo Flexible 3", 2", and 1-1/2" combination fitting; includes BR-2x1-1/2" insert (2) B-17 Bravo 3/4", 1" galvanized conduit, single-sided flexible entry boot (2) EB-664-302-01 Franklin Pressure regulator valve male adapter top (1) D-HW Decal Health Warning (1) VR-A-800-952-5558 Nozzle Operation Decal w/Carb Contract Info (2) No Smoking Signs	1	Included	Included
	Shipping and Handling	1	$1,364.71	$1,364.71
	Sales Tax	1	$2,174.25	$2,174.25
			Total	$69,282.03

Notes: 1. Quote valid until 7-1-2024

City of Stockton- 22 E. Market Street, Stockton, CA 95202 - Hardware & Labor (rekv3) - 02-19-2024

Sourcewell #092920-EJW

Part #	22 E. Market Street, Stockton, CA 95202 - Model/Description	Qty	Price	Extended
FCT-IOT-5H	5-hose Cellular IOT Terminal - Keypad Entry, FOB, CANceiver and TAG use enabled **EXCLUDED:** Any non standard cellular antenna configuration caused by a local environmental condition outside E.J. Ward control.	1	$10,660.97	$10,660.97
KIT-HMDA	Hose Module Kit Dual Antenna	1	$390.17	$390.17
Part #	**22 E. Market Street, Stockton, CA 95202 - Model/Description**	**Qty**	**Price**	**Extended**
LABORPM	Project Management (per hour)	8	$160.00	$1,280.00
	Obtain APCD Authority to Construct permit. All other fees will be billed by APCD to be paid by the owner. Install (2) Above Ground Dispenser Containments and anchor Install (2) Suction Pumps to utilize existing plumbing and hardware at each dispenser. Utilize existing electrical conduits and wire at each of the (2) dispensers, utilizing existing conduit, install dispenser shielded comm wiring from dispenser to EJ Ward unit. Install owner's existing hanging hardware and dispenser hardware. Start system up, purge lines, meters, and calibrate dispensers to Department of Weight and Measures standards. Provide start up testing with APCD. Install (1) EJ Ward Fuel Management System, utilizing existing power and dispenser communication wiring. Remove (1) existing dispenser(s), haul offsite, and dispose of it/them.	1	$49,649.43	$49,649.43
	Hardware: (1) 3712SNS-SGLS2-ANNPJ2NNHSN-NAW Model: 3712SNS-5 - 1 Prod. / 1 Hose(s) / 1 Side(s) / Standard Flow / Suction Pump / Low Hose / Front Mount / Totalizers / Gallons / Pulse Output / Jbox / Black End Column / White Lower Door (Gasoline) / Standard / Product 1: 10241 / Warranty: 1 Year (1) 3711SNP-SGLF1-ANNPJ2NNHSN-NAG Model: 3711sns-2 - 1 Prod. / 1 Hose(s) / 1 Side(s) / Standard Flow / Suction Pump / Low Hose / Front Mount / Totalizers/ Gallons / Pulse Output / Jbox / Black End Column / Green Lower Door (Diesel / Solenoid Valve / Product 1: 106239 / Warranty:1 Year (2) A6430-1 Bravo Pedestal-mount for Bennett 3000 above-ground dispenser sump epoxy galvanized steel (Bennett 3711-SNR-17) (2) BK-1011 Bravo Boss-mount bracket for B1000 and stabilizer bar for 11" wide assembly with hardware. Gasboy Atlas model & Bennett (2) K-52 Bravo (BRKT-8600-52-ADR) Bravo Kit for Gasboy and Tokheim 52 Valve Mounting Kit Valve requires BK-6000 type brackets Includes (2) 5" long, 7/16" all thread, Grade 8 bolts, (4) Grade 8 nuts and (4) 7/16" washer (2) B-33-3-2-1 1/2" Bravo Flexible 3", 2", and 1-1/2" combination fitting; includes BR-2x1-1/2" insert (2) B-17 Bravo 3/4", 1" galvanized conduit, single-sided flexible entry boot (2) EB-664-302-01 Franklin Pressure regulator valve male adapter top (4) D-HW Decal Health Warning (2) VR-A-800-952-5558 Nozzle Operation Decal w/Carb Contract Info (4) No Smoking Signs	1	Included	Included
	Shipping and Handling	1	$1,864.71	$1,864.71
	Sales Tax	1	$1,661.82	$1,661.82
			Total	$65,507.09

Notes: 1. Quote valid until 7-1-2024

City of Stockton - (3) locations - Hardware & Labor	**Total**	$294,158.50

City of Stockton

Legislation Text

File #: 24-0519, **Version:** 1

APPROVE MOTION TO AUTHORIZE CONTRACT CHANGE ORDER NO. 2 FOR THE ON-CALL PARKS PUMP REPAIRS PROJECT

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Authorize Contract Change Order No. 2 in the amount of $50,000 with Cornerstone Environmental Contractors, Inc. for the On-Call Parks Pump Repairs, Project No. OM-23-085.

2. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Summary

On November 30, 2023, Public Works entered into a Service Contract in the amount of $60,000 with Cornerstone Environmental Contractors, Inc. (Cornerstone) of Concord, CA, as authorized by the City Manager, to provide on-call pump repair services to diagnose, repair, and modify well and booster pumps at City parks.

On April 2, 2024, Public Works executed Contract Change Order (CCO) No. 1 with Cornerstone of Concord, CA, in the amount of $30,000, to replace the pumps at Louis and Buckley Cove Parks.

Staff recommends that Council approve CCO No. 2 in the amount of $50,000 with Cornerstone (Attachment A). CCO No. 2 will ensure adequate funding is available for the current known repairs at Louis, Faklis, Peterson, Sandman, and Victory Parks and for unanticipated repairs that will continue through the duration of the contract, which expires June 30, 2024. The total revised contract amount will be $140,000.

DISCUSSION

Background

The Parks Division of the Public Works Department is responsible for managing irrigation and well pump repairs at City facilities, including, but not limited to, parks, greenbelts, and street landscaped areas. On April 25, May 25, and July 19, 2023, bids were solicited with no response received for all three multi-bid solicitations. Procurement advised Public Works that since this project is an informal bid, and the City solicited three or more vendors with no response showing competition, Public Works

could reach out to a vendor and negotiate the City's terms to enter into an agreement. Public Works confirmed Cornerstone of Concord, CA, meets the licensing requirements and is able to perform the on-call pump repair services necessary at City parks.

On November 30, 2023, Public Works entered into a Service Contract in the amount of $60,000 with Cornerstone, as authorized by the City Manager, to provide on-call pump repair services to diagnose, repair, and modify well and booster pumps at City parks. On April 2, 2024, Public Works executed CCO No. 1 with Cornerstone in the amount of $30,000 to provide adequate purchasing authority to replace the pumps at Louis and Buckley Cove Parks.

Present Situation

The Parks Division of the Public Works Department is responsible for managing irrigation and well pump repairs at City facilities, including, but not limited to, parks, greenbelts, and street landscaped areas. The City contracts with a vendor for repairs on an as-needed basis. CCO No. 2 is required due to additional repairs for the pump replacement at Louis Park. In addition to the expanded scope of services at Louis Park, additional repairs are needed at Faklis, Peterson, Sandman, and Victory Parks. CCO No. 2 will ensure adequate funding is available for the current known repairs and for unanticipated repairs that will continue through the duration of the contract, which expires June 30, 2024.

Council approval is needed for CCO No. 2 with Cornerstone because the cumulative amount of CCO No. 2 exceeds the administrative change order authority allowed under the existing contract.

Staff recommends that Council approve CCO No. 2 in the amount of $50,000 with Cornerstone (Attachment A).

Findings

Pursuant to Stockton Municipal Code (SMC) section 3.68.070, Council may approve findings which support an exception to the competitive bidding process. These findings include:

1. The City does not have staffing available to diagnose and repair well and booster pumps at City parks.

2. The City must continue to irrigate their parks, greenbelts, and street landscaped areas.

3. SMC section 3.68.070.A6 allows for an exception to the competitive bidding process when, after advertising for bids as required herein, no valid bids are received.

FINANCIAL SUMMARY

There is sufficient funding in the Public Works Parks General Fund and Landscape Maintenance District Operating Budgets to approve CCO No. 2 with Cornerstone in the amount of $50,000. With the approval of CCO No. 2, the total revised contract amount with Cornerstone will be $140,000.

Attachment A - CCO No. 2 with Cornerstone

CITY OF STOCKTON

Contract Change Order No. 2

Resolution/Motion No.: N/A *(If not required enter "N/A")* **Purchase Order No.: 424000217**

OM-23-085 – ON-CALL PARKS PUMP REPAIRS

Project Number – Project Name

Original Contract Price	$60,000.00
Approved Change Order Total	$30,000.00
This Change Order	$50,000.00
Revised Contract Price	$140,000.00

TO **Cornerstone Environmental Contractors, Inc.** (Contractor). You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

Increased Work Performed for Above Referenced Project

Provide additional on-call pump repair services in accordance with the specifications for Project OM-23-085 for a total additional amount of $50,000.

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

By reason of this proposed change, 0 days extension of time will be allowed.

Accepted Date_____

Cornerstone Environmental Contractors, Inc.

_____
(Contractor)

By_____

Title_____

Note: This contract change order is not effective until approved by the City Manager.

APPROVED AS TO FORM & CONTENT:
OFFICE OF THE CITY ATTORNEY

BY_____

Date:_____

ATTEST:

_____
KATHERINE ROLAND, CMC, CPMC
INTERIM CITY CLERK OF THE CITY OF STOCKTON

Internal Approval Routing

_____Date:_____
Submitted *by: Colin Scott, Parks Manager*

_____Date:_____
Approval by: *Nguyet Pham, Dept. Finance Officer*

Approval Recommended by:

_____Date:_____
Chad Reed, Director
Public Works Department

Change Order Approved By:

_____Date:_____
City Manager, Harry Black

Fully Executed Form Routing: Original to City Clerk; Copy to Vendor

City of Stockton

Legislation Text

File #: 24-0541, **Version:** 1

APPROVE MOTION TO AUTHORIZE THE AQUATIC FACILITIES RENOVATIONS - VICTORY PARK POOL PROJECT

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Approve findings pursuant to Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process.

2. Approve and establish the Pre-Qualified Construction Contractor Bidders List for the Aquatic Facilities Renovations - Victory Park Pool, Project No. CR18020.

3. Award a Professional Services Contract in the amount of $607,706 to Roebbelen Construction Management Services, Inc. of El Dorado Hills, CA, for construction management services for the Aquatic Facilities Renovations - Victory Park Pool, Project No. CR18020.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Summary

Victory Park is located on the west side of Pershing Avenue between Acacia Street and Picardy Drive and measures over 22 acres (Attachment A). The Aquatic Facilities Renovations - Victory Park Pool project will demolish the existing pool and restroom/mechanical building and will be replaced with a new pool, spray-ground, restroom/mechanical building, and parking lot. The existing basketball court will also be demolished, and a new one will be constructed east of the existing tennis ball court. The project was included in the 2020-25 Five-Year Capital Improvement Plan (CIP) with project funding from Measure M Strong Communities funds, SB129, and SB179 grant funds.

On February 28, 2024, the City received five pre-qualification packages from prospective construction contractors bidding for the Aquatic Facilities Renovations - Victory Park Pool project. It is recommended that Council approve a motion establishing the Pre-Qualified Construction Contractor Bidders List for the Aquatic Facilities Renovations - Victory Park Pool project.

On March 13, 2024, the City received four proposals for construction management services for the Aquatic Facilities Renovations - Victory Park Pool project. It is recommended that Council approve a motion authorizing the City Manager to execute a Professional Services Contract to Roebbelen Construction Management Services, Inc. (Roebbelen), the most qualified and highest ranked firm, in the amount of $607,706.

DISCUSSION

Background

Victory Park is located on the west side of Pershing Avenue between Acacia Street and Picardy Drive (Attachment A). Victory Park measures over 22 acres and includes the Haggin Museum and rose garden, a basketball court, baseball diamonds, tennis courts, a children's playground, Fire Station No. 6, and a swimming pool. The current swimming pool has been closed since 2013 due to building code deficiencies and repairs exceeding replacement costs. The existing pool site will be demolished, and a new swimming pool, spray-ground, restroom/mechanical building, and parking lot will be constructed in its place. The existing basketball court will also be demolished, and a new one will be constructed east of the existing tennis ball court.

The project was included in the 2020-25 Five-Year CIP with project funding from Measure M Strong Communities funds, SB129, and SB179 grant funds.

On May 24, 2022, by Motion No. 2022-05-24-1221, Council awarded a Professional Services Contract to Studio W Architects of Sacramento, CA, for design of the Aquatic Facilities Renovation and Replacement - Victory Park Pool project. Design is anticipated to be completed by the end of June 2024.

Present Situation

A pre-qualification list would ensure future bidders meet minimum qualification requirements, have financial stability, and demonstrate a high standard for personnel and site safety. Prospective bidders would have to meet the following pre-qualification criteria in order to bid the project:

1. Demonstration of similar project experience.
2. Meet bonding capacity and insurance requirements.
3. Meet financial requirements.
4. Company business history and organizational performance.
5. Company's compliance with safety, workers compensation, prevailing wage, and apprenticeship laws.
6. Satisfactory reference check on two previously completed projects.

On January 31, 2024, the Aquatic Facilities Renovations - Victory Park Pool, Project No. CR18020 was advertised for contractors to submit a pre-qualification package for the Aquatic Facilities Renovations - Victory Park Pool project. On February 28, 2024, five pre-qualification packages were received from the following firms:

1. AMG & Associates, Inc. (Santa Clarita, CA)
2. Tricon Construction, Inc. (Rancho Cordova, CA)
3. CWS Construction Group, Inc. (Novato, CA)
4. Saboo, Inc. (Brentwood, CA)
5. Zovich Construction (Brentwood, CA)

A Review Committee reviewed the pre-qualification packages and determined four contractors meet the minimum requirements. Saboo, Inc. of Brentwood, CA, did not meet the requirement for having

similar project experience with a minimum project value of $7,000,000. It is recommended that Council approve a motion approving and establishing the Pre-Qualified Construction Contractor Bidders List for the Aquatic Facilities Renovations - Victory Park Pool, Project No. CR18020 (Attachment B).

On February 16, 2024, the City advertised a Request for Proposals (RFP) for construction management services for the Aquatic Facilities Renovations - Victory Park Pool, Project No. CR18020. On March 13, 2024, four proposals were received from the following firms:

- CSG Consultants (Sacramento, CA)
- Kleinfelder, Inc. (Stockton, CA)
- Roebbelen (El Dorado Hills, CA)
- Salaber Associates, Inc. (Rancho Cordova, CA)

The Selection Committee evaluated the proposals based on each firm's understanding of work, experience with similar kinds of projects, staff qualifications, technical ability, project approach, cost, and local preference.

Roebbelen received the highest ranking, based on the noted criteria, and was determined to be the most qualified and highest-ranked firm for this project. Staff negotiated a fee in the amount of $607,706 with Roebbelen for construction management services for the Aquatic Facilities Renovations - Victory Park Pool project. The negotiated fee is approximately nine percent of the cost of construction, which is reasonable for a project of this size and complexity. It is recommended that Council approve a motion authorizing the City Manager to execute a Professional Services Contract in the amount of $607,706 to Roebbelen (Attachment C).

Findings

Pursuant to Stockton Municipal Code (SMC) section 3.68.070, Council may approve findings which support an exception to the competitive bidding process. These findings include:

1. The City does not have sufficient staff resources to perform the necessary construction management services for this project.

2. Use of the RFP process is appropriate for this Professional Services Contract because it relies on the evaluation of professional qualifications and performance as the basis for selection of a vendor. Use of the criteria helps ensure selection of a vendor that will provide the highest quality professional service, which is in the public interest.

3. The City negotiated a contract following solicitation of competitive proposals in accordance with SMC section 3.68.070.A.3.

FINANCIAL SUMMARY

There is sufficient funding in the Aquatic Facilities Renovations - Victory Park Pool, Project No. CR18020, to award a Professional Services Contract in the amount of $607,706 to Roebbelen for the project.

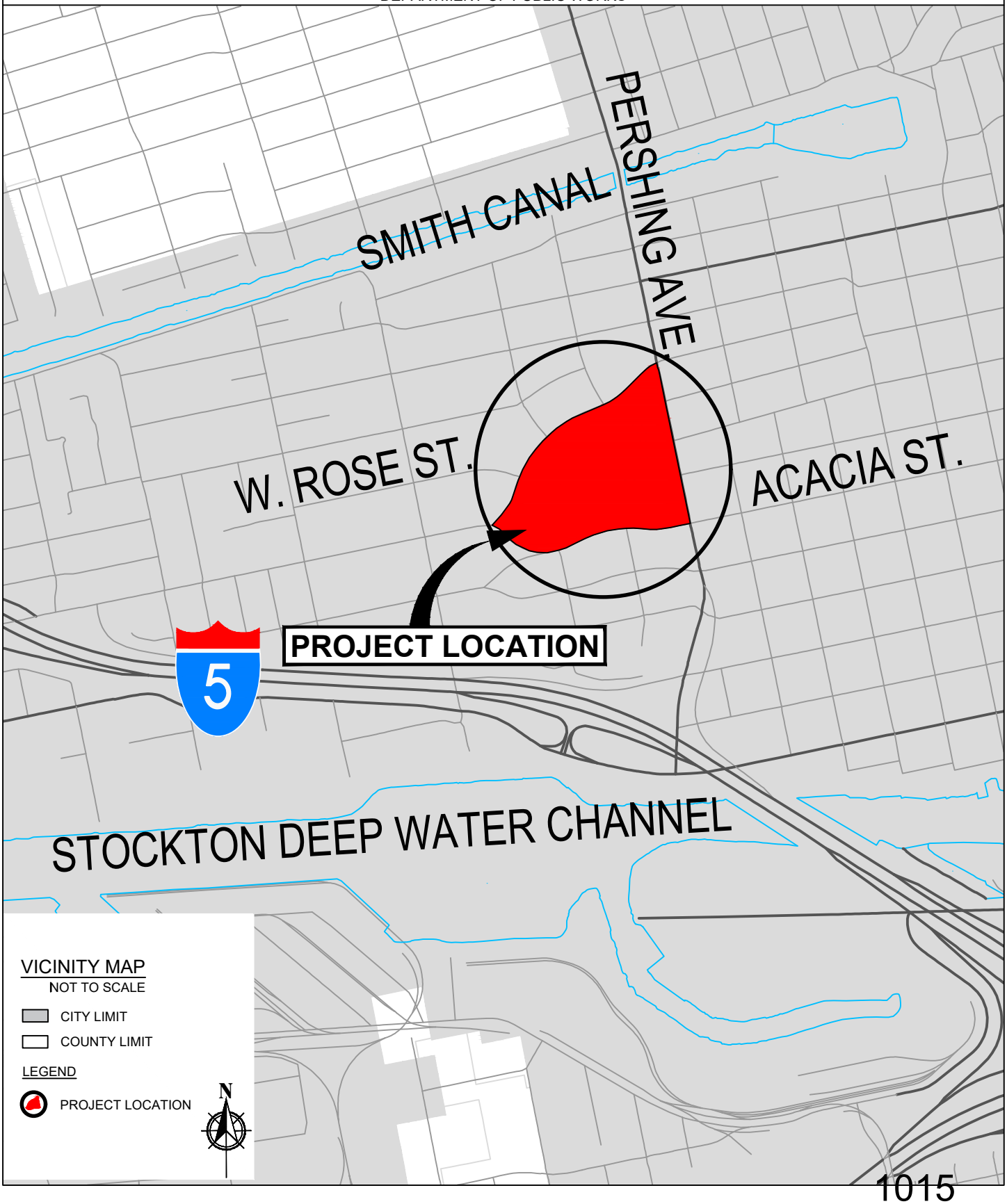
There is no impact to the City's General Fund or any other unrestricted fund as a result of taking the recommended actions.

Attachment A - Vicinity Map
Attachment B - Pre-Qualified Bidders List
Attachment C - Professional Services Contract

AQUATIC FACILITIES RENOVATIONS - VICTORY PARK POOL, CITY PROJECT NO. CR18020

CITY OF STOCKTON

DEPARTMENT OF PUBLIC WORKS



PRE-QUALIFIED BIDDERS LIST

AQUATIC FACILITIES RENOVATIONS – VICTORY PARK POOL,

PROJECT NO. CR18020

CONTRACTOR

1. AMG & Associates, Inc. (Santa Clarita, CA)
2. Tricon Construction, Inc. (Rancho Cordova, CA)
3. CWS Construction Group, Inc. (Novato, CA)
4. Zovich Construction (Brentwood, CA)

END OF LIST

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into this __ day of _____ 2024, between the CITY OF STOCKTON, a municipal corporation ("City"), and **ROEBBELEN CONSTRUCTION MANAGEMENT SERVICES, INC.** whose address is **1241 HAWKS FLIGHT COURT, EL DORADO HILLS, CA 95762** ("Consultant") for the **AQUATIC FACILITIES RENOVATIONS – VICTORY PARK POOL (PROJECT NO. CR18020)**, hereinafter referred to as "Project".

RECITALS

A. Consultant represents that it is licensed in the State of California and is qualified to provide the services proposed in the SCOPE OF WORK section of this Contract.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions in this Contract, City and Consultant agree as follows:

1. <u>SCOPE OF SERVICES.</u> Subject to the terms and conditions set forth in this Contract, Consultant shall undertake and complete the services described in **Exhibit A**. Consultant shall provide said services at the time, place, and in the manner specified in **Exhibit A** and compatible with the standards of the profession. Consultant agrees that it shall produce a fully complete project that is acceptable to the City.

2. <u>COMPENSATION.</u> City shall pay Consultant for services outlined in **Exhibit A** according to the fee not to exceed the schedule detailed in **Exhibit B**, which is attached to this Contract and incorporated by this reference. Consultant agrees this fee is for full remuneration for performing all services and furnishing all staffing and materials called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed **$607,706.00** or as otherwise mutually agreed to in a Contract Amendment.

3. <u>INSURANCE.</u> During the term of this Contract, Consultant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached **Exhibit C** and shall otherwise comply with the other provisions of **Exhibit C**.

4. <u>INDEMNITY AND HOLD HARMLESS.</u> Pursuant to the full language of California Civil Code §2782, design Professional agrees to indemnify, including the cost

to defend, City of Stockton and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City of Stockton; and does not apply to any passive negligence of the City of Stockton unless caused at least in part by the Design Professional. The City of Stockton agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

5. **SCHEDULE AND TERM.** Consultant shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit A**, which is attached to this Contract and incorporated by this reference. This Contract shall commence on the date written above and shall expire on **September 30, 2028**, unless extended by mutual agreement through the issuance of a Contract Amendment.

a. Invoices submitted by Consultant to City must contain a brief description of work performed, time used, and include the City project number. Payment shall be made within thirty (30) days of approval of invoice by City.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. City shall have no obligation or liability to pay any invoice for work performed which Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after work is accepted by City.

6. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with all applicable federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Contract on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

a. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). http://www.dol.gov/oasam/regs/statutes/titlevi.htm .

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

b. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy (**Exhibit D**). The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement. https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2.

d. PREVAILING WAGE RATES

Consultant and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. Consultant performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime Consultant and each subcontractor's responsibility to ensure that the prevailing wage rates of concern is current and paid to the employee.

i. The Consultant performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at *http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf*. The Consultant shall be responsible for posting said wage rates at

a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.

ii. Should the Consultant choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the Consultant shall reimburse the City the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to City the sum of TWENTY-FIVE AND NO/100 DOLLARS ($25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under Consultant, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

iii. PAYROLL RECORDS - The Consultant to whom the contract is awarded shall ensure that the prime and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention: Contract Compliance Officer. It shall be the Consultant's responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

iv. APPRENTICESHIP STANDARDS - The Consultant shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

e. <u>SANCTIONS</u>

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor

certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

7. RIGHTS AND DUTIES OF CITY. City shall make available to Consultant all data and information in the possession of City which both parties deem necessary to complete the work, and City shall actively aid and assist Consultant in obtaining such information as may be deemed necessary from other agencies and individuals.

8. OBLIGATIONS OF CONSULTANT. Throughout the term of this Contract, Consultant represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the Consultant to practice its professions, and Consultant shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals. Consultant shall meet with the Public Works Director or other personnel of City or third parties as necessary on all matters connected with the carrying out of Consultant's services. Such meetings shall be held at the request of either party hereto. Consultant further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

9. OWNERSHIP OF WORK. All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Contract shall become and remain the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Contract. If any materials are lost, damaged, or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Contract and shall not be disclosed to anyone not connected with these services unless the City expressly provides prior written consent.

10. CONTRACT AMENDMENTS. City reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the work contemplated by Consultant. Any such changes will be set forth in a Contract Amendment which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A Contract Amendment will not become effective until approved by the authorized City official.

11. TERMINATION. The City may terminate this Contract at any time by mailing a notice in writing to Consultant. The Contract shall then be deemed terminated and no

further work shall be performed by Consultant. If the Contract is so terminated, the Consultant shall be paid for that percentage of work actually completed at the time the notice of termination is received.

12. CONSULTANT STATUS. In performing the obligations set forth in this Contract, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees, and are not agents of the City. Subcontractors shall not be recognized as having any direct or contractual relationship with the City. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of Consultant. The Consultant shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The Consultant is responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

a. If in the performance of this Contract any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Consultant.

   i. It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's personnel.

   ii. As an independent contractor, Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against the City based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

13. ASSIGNMENT. Consultant shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

14. HEADINGS NOT CONTROLLING. Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.

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15. NOTICES. Any and all notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant:	Roebbelen Construction Management Services, Inc. 1241 Hawks Flight Court El Dorado Hills, CA 95762	To City:	Public Works Director City of Stockton 22 E. Weber Ave., Rm. 301 Stockton, CA 95202

16. LICENSES, CERTIFICATIONS, AND PERMITS. Prior to the City's execution of this Contract and prior to the Consultant's engaging in any operation or activity set forth in this Contract, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Contract. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Contract.

17. RECORDS AND AUDITS. City reserves the right to periodically audit all charges made by Consultant to City for services under this Contract. Upon request, Consultant agrees to furnish City, or a designated representative, with necessary information and assistance.

Consultant agrees that City or its delegate shall have the right to review, obtain, and copy all records pertaining to performance of the Contract. Consultant agrees to provide City or its delegate with any relevant information requested, and shall permit City or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Contract. Consultant agrees to maintain such records for a period of three years from the date that final payment is made.

18. CONFIDENTIALITY. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

19. CONFLICTS OF INTEREST. Consultant covenants that other than this Contract, Consultant has no financial interest with any official, employee, or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of Consultant's services under this Contract. If such an interest arises, Consultant will immediately notify City.

20. WAIVER. In the event either City or Consultant at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition, or obligation.

21. GOVERNING LAW. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

22. NO PERSONAL LIABILITY. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by City or for any amount due Consultant.

23. INTEGRATION AND MODIFICATION. The response by Consultant to the Request for Proposals and the Request for Proposals on file with the City Clerk are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract that shall supersede such response to Request for Proposals. This Contract represents the entire integrated agreement between Consultant and City, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by Consultant and City. All exhibits and this contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.

24. SEVERABILITY. The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

25. THIRD PARTY RIGHTS. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than City and Consultant.

26. AUTHORITY. The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

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IN WITNESS WHEREOF: the parties have executed this Contract the day and year first hereinabove written.

CITY OF STOCKTON

By:_____
HARRY BLACK
CITY MANAGER

ATTEST:

BY:_____
KATHERINE ROLAND, CMC, CPMC
INTERIM CITY CLERK

APPROVED AS TO FORM:

BY:_____
DEPUTY CITY ATTORNEY

ROEBBELEN CONSTRUCTION MANAGEMENT SERVICES, INC.

By:_____
Signature

_____
Print Name

Title: _____

DETAILED WORK PLAN

Service Plan

The Victory Park Pool Project will certainly provide a positive impact on the community. No doubt this project will provide a much needed safe recreational facility to serve the community of Stockton for years to come.

Roebbelen has reviewed the efforts taken by the City of Stockton and understands that this is a highly anticipated project with high priority for the City Council.

Our team is ready to help the city deliver this project successfully, as intended to serve your community, while keeping quality, budget and schedule in mind through our management approach.

Approach

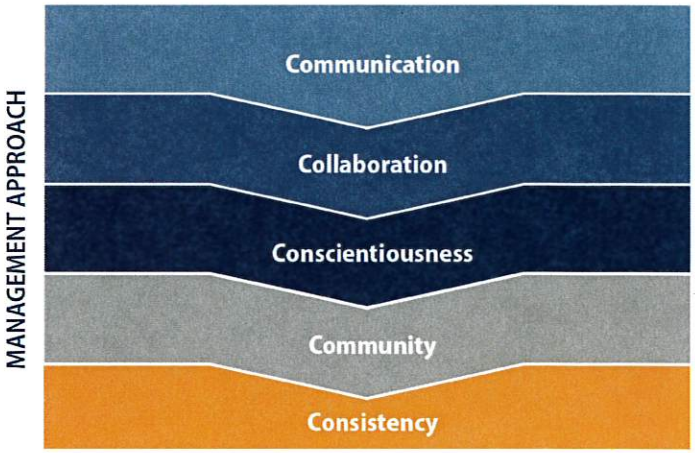
Roebbelen understands that to accomplish providing the services necessary to deliver your project, it will be critical for our team to integrate with you and the team associated with helping deliver the project. Our collaborative mindset will help minimize disruption while we insert ourselves into the current efforts, seamlessly, adapting to assist now that your project is ready for construction.

Our services will encompass comprehensive construction support to aid the city staff in overseeing the project throughout the upcoming phases. This includes collaboration with City of Stockton Public Works, Studio W Architects, Aquatic Design Group, and all agencies having jurisdiction over the project.

Roebbelen will work to make each team member successful in their role, to help the Project be a success. All while working to adhere to the prevailing professional standards, quality, and best practices commonly observed among construction managers in the region.

We will approach our part with strong emphasis in adding value to the City and the project team. To help achieve our goal, we will implement each of the 'Five "C" Pillars':

Only then, can we accomplish for the City, delivering your project successfully.



FIVE "C" PILLARS

Methodology

Roebbelen will lead the way through your construction manager, Inez Ayerra. She will work with the project team to become fully integrated and conduct a thorough review of the project documents, the schedule, known milestones and any other items of interest that may need to be tracked and monitored through construction. With the design team, he will promptly work to get up to speed and fully understand intent to meet the project needs.

Inez has already visited the site in an effort to gain visual knowledge of the site and the project area surrounds. Seeking to identify opportunities that may benefit the project and potential challenges that should be addressed to prevent delay or cost overruns. Additionally, we will

spend time meeting with City staff to familiarize ourselves with specific requirements from the City's perspective.

Relevant Project Issues

Our team understands challenges may come up. We strive to be proactive and if concerns are encountered, Roebbelen will seek to collaborate with the project team to minimize such potential negative impacts to the project. This includes completing an analysis to ensure we can provide the necessary support and recommendations. Inez will coordinate with our in-house preconstruction, estimating and scheduling experts to ensure projects meet the intent of the design, budget and schedule. We will work with the City and the design team to ensure adequate preparation for the start of construction activity, which includes design approvals, identifying permit requirements, coordination with local agencies having jurisdiction over the project and working with the contractor to ensure they meet permitting requirements, including the City of Stockton Building Division.

Current Site

Our Services

In situations that may require work performed during nighttime, Sunday or holidays, Roebbelen will work closely with the City and the Project team to reduce disruptions. We will work with the contractor and provide, in advance, notice to the City. We will prepare community "news letters" if necessary, to help the City provide notice to the surrounding community of such activity occurring during off hours. Additional fees will not be issued to the City when these occurrences fall between the regular contract schedule.

Coordination

The start of any successful construction project begins with an alignment of expectations. The required construction management services and responsibilities for this project, although similar in practice to other construction projects, will have unique elements due to the type of scope, the location and current site conditions. We are prepared to hold regular meetings to ensure collaboration occurs and information is shared. Inez will lead the team, review and investigate project information, to better understand and prepare for what lies ahead. He will work with the City, the design team and the contractor to coordinate activity, ensuring transparency for necessary action items. All with the goal of maintaining positive progress with the project schedule. Additionally, meetings will be scheduled to established a venue for regular status check-in with the project team and other City stakeholders, as deemed necessary by the City.

Budgeting and Invoices

From a general perspective and to confirm a holistic approach is taken for an appropriate and realistic budget validation process, Roebbelen, as an extension of City Staff, will confirm with the City which key members of the team will need to be involved for budget related discussions and recommendations.

Inez will establish and facilitate a collaborative venue to review, discuss, validate and finalize any items that seek to compromise this established budget for the construction of the pool and splash pad. She will review payment applications and invoices for accuracy and completeness. All contracts will be tracked and reported within a regular budget report. Cost changes will be tracked and will follow the City's process for approval. This will help provide a complete financial risk assessment on the project at any given moment.

Roebbelen has in-house estimators that are, on a weekly basis, bidding work for our general contracting division. Inez and Kirk, when necessary and after discussing with City staff, will work with our estimators when the need arises to validate quantities and unit costs for contractor issued potential cost items. He will discuss with the City and establish a process for decision making, with deadlines, to make certain the team does not impact time. This will help process justified changes and better understand if there's a need to add or remove scope, value engineer scope or simply leave as-is.

Roebbelen will take account of the contractors schedule, as it relates to duration and impacts to milestones that may also impact budget. This includes items such as Community events, inclement weather, long lead items and supply chain issues.

Schedule Management

Roebbelen's in-house scheduling experts have the capability to develop a complete detailed project schedules. Our schedulers are a great resource and provide real time information on sequencing activity and lead-times for various site and building systems. This will help identify a realistic view of the amount of time it will take to complete portions of the project. When necessary, we have the ability to validate your contractors schedules. Working collaboratively with all project team members, we review the logic, taking all activity into account to ensure we identify problematic relationships as a way to minimize future risk that may lead to costly delay challenges. This process helps maintain scheduling objectives.

However, Inez has the experience and expertise to review the baseline schedule, as well as monthly updates, for compliance with contract documents. She will check for discrepancies with logic, sequencing and durations. She will confirm that the baseline schedule shows a clear and detailed critical path, towards completion of the work, per contract terms.

During this process, we will work to align project activity with the City and community functions, specifically important during the construction phase. Construction is disruptive and knowing important City and community dates will help minimize the disruption.

Additionally, when monthly payment requests are made, Inez and Kirk will ensure the updated monthly schedule is provided and confirm milestones remain unchanged. Any deviation to the critical path will be noted and clarification will be requested of the contractor. During the weekly meetings, Roebbelen will request that the contractor provides a short interval schedule (SIS). Typically this schedule is known as a three-week schedule that accounts for the current weeks activity and shows planned activity for the following two weeks. Inez will review these schedules and compare to the current baseline schedule update to ensure progress is being accomplished as intended.

Through the entire process, Inez acts as an extension of City staff, keeping the City informed and providing necessary recommendation.

Current Site

Preconstruction Meeting

Roebbelen will coordinate and facilitate a pre-construction meeting with the project team. During this meeting, the goal will be to orient the contractor, with expectations related to the contract documents, site rules, safety protocols, reporting procedures, inspection protocol and baseline schedule.

Roebbelen will review and verify project documents, such as bonds and contractor licenses to confirm requirements are met and that they stay current through the life of the construction phase. Additionally, formal introductions will take place, roles and responsibilities will be identified and other topics of discussion, related to contract administration, will include securing permits, mobilization, staging areas, safety, temporary fencing and/or barricades, site security, site protection that includes the storm water pollution prevention plan, construction schedule, construction phasing/sequencing, special inspections, submittal schedule and procedures, management of design clarification or revisions (RFIs , ASIs, CCD's), change management, payment applications, weekly meetings, special site or community events, working hours and special coordination protocols.

Document Control

Roebbelen understands that well before construction of your project begins, a file system shall be established. We are prepared to use Procure to facilitate document sharing, review and approvals between the project team members or, if the City prefers a different system, we can certainly discuss that as well.

The project will demand collaboration and through the process we will be communicating by generating, tracking and sharing information with the project team. Inez and Kirk will act as the gate keeper and use the Procure system as our tool to help maintain a record of the project. Through Procure, he will digitally monitor and track various forms of communication like; construction questions, known as RFIs , design modifications, known as ASIs, submittals, daily reports, cost items, payment applications and other items as required by the City.

An important part of maintaining the schedule is to receive, review and return submittals in a timely manner. The submittal procedures, along with other construction related documents such as payment requests, RFIs and change orders will be established, per project contract documents, and we will assist the City in implementing, as such.

The schedule of values is part of the submittal process and Roebbelen will review for accuracy with respect to the requirements of the contract documents. We will work with the design team and the City to verify and validate the payment request applications prior to a recommendation to the City for processing payment.

Roebbelen will coordinate weekly meetings, typically known as the Owner Architect Contractor (OAC) meeting. Inez will generate an agenda, facilitate, record and issue minutes, with an emphasis on action items and steps towards resolution to open items.

RFIs and ASIs

All additional information and clarifications to the contract documents will be reviewed for accuracy and completeness. We take pride in our ability to stop future problems at this stage. By identifying real questions and requiring accurate answers, we will work collaboratively with your design team and the contractor, to allow your project an opportunity to stay on budget and schedule.

All RFIs and ASIs are logged, transmitted and tracked to provide timely and complete responses from the project team. An RFI or ASI might be the first sign of a change to the project, as such, Roebbelen will complete a thorough review, work with the design team to address concerns and notify the City at the earliest point of identifying the potential change.

Submittals / Shop Drawings

The contractor will provide a submittal log following receipt of the 'Notice to Proceed'. Prioritization of critical submittals with long lead times will be required to meet expected install dates. Roebbelen will require a complete submission of each specification section in one package or as required by the contract documents. We will require the contractor to certify each package for completeness of each submittal and shop drawing. The contractor is responsible for preparing and delivering the submittals and shop drawings for approval by the design team and the City. Inez will receive, review, track, expedite and log all submittals and shop drawings required by the contract documents. He will require the contractor to provide complete and correct submittals and shop drawings prior to routing for final review. Finally, Roebbelen will track, review and coordinate sign-off/approval of all submittals and shop drawings.

Current Site

Permits / Utilities

Roebbelen will assist to secure necessary permits, on behalf of the City, if needed. We will complete the coordination necessary to ensure that local utility agencies are notified early and that service will be available on time. In our experience, there is often confusion about the provision for permits and utilities. We will eliminate that confusion through collaboration with the project team and being the party responsible for tracking completion of the necessary permits. We understand, if this task slips, it will put the schedule in jeopardy. We will make this a priority.

Risk Management

Risk management starts with review of the contractor's bonds and insurance to certify compliance with the contract documents. We will transmit the contract, bonds

and insurance to the City for approval. The handling of change orders is discussed in the next section. The remainder of the risk management process will revolve around project controls. Project cost control reports will be maintained on a real-time basis and transmitted to the project team. These reports will cover all project cost exposures tracked against applicable project budget amounts, construction management expenditures, and other contracts for consultants such as testing, etc.

The report tracks cost items, unresolved disputes and contract completion reserves against budgeted construction contingencies, when applicable. Timely notification shall be required by the contractor for cost items to allow proper review and processing. The contractor must include a complete description of the change and cost estimate including any schedule impacts. Roebbelen performs an independent estimate of questionable cost items and evaluates the schedule change for merit.

Current Site

Contract Changes

Once in construction, any proposed costs or request for additional time will be reviewed and evaluated against the project contract document requirements. The goal is to minimize the impact to the project with each evaluated cost item. Roebbelen will engage our estimating and scheduling team when appropriate and consult with the City and the design team as we review, evaluate and negotiate cost and time impacts. We will use all information available to negotiate fairly, but firmly, while providing transparency to the City during each and every step. No changes to a project contract document are accepted unless the City approves and executes a change order. All change orders will be recorded and a change order report will be generated to track status for each. When we encounter a disagreement and a cost item is not approved by the City, the contractor's may choose to submit a claim. Roebbelen will review and evaluate each contractor claim and provide the City with a recommendation.

Dispute Resolution

The contractor shall notice the disputed work to Roebbelen within the time specified in the contract documents and keep daily records of all work completed under dispute. Roebbelen, in collaboration with the City, will pursue resolution to all disputes through the use of dispute meetings where the contractor will be allowed to present their position and documentation regarding the dispute. We will then look to find a resolution or discuss settlement options, as prescribed in the contract documents that will be forwarded to the City with a recommendation.

Roebbelen's in-house team of experts, that includes estimators, schedulers and builders, will assist when necessary to validate or otherwise reject claims. This is incredibly helpful when it comes to dispute resolution. Whether we need to perform our own estimate, review delay claims, or simply work toward a reasonable solution, we have the resources for a fair outcome, keeping the City's best interest in mind.

Quality Assurance

It is critical for the work to be performed according to the approved project contract documents. Through daily construction observation and the assistance of both the design team and the City, Roebbelen will ensure quality assurance and quality control.

Inez and Kirk will establish a site walk routine that will be documented with daily reports. During these walks any non-confirming work will be identified and discussed with the contractor and the design team. The idea is to communicate often and ensure clear understanding from every perspective. We will facilitate collaboration to identify best path forward. With the assistance of the design team and the City, Inez and Kirk will compare performance with approved submittals, RFIs and other project documents. Part of this process is to establish inspection protocols for special testing and inspection needs. Roebbelen will work with the contractor to coordinate these necessary inspections, as identified in the project contract documents.

During our routine site observation activity, we will partner with the contractor and check that their site office maintains on-site records of contract documents and other required documents for easy and quick reference. This will include the as-built plan set, submittals and shop drawings, Federal, State and local requirements for labor compliance, building code regulations, safety manuals and other logistical needs.

Monthly Pay Applications

Inez, Kirk, and our IOR Todd Kelley, will review the proposed invoices from the General Contractor on a monthly basis, well ahead of the due date that these need to be submitted to the City for processing. Once all in agreement, we will work with the Roebbelen Labor Compliance Specialist team to administer the City of Stockton's Local Hire Ordinance and the Community Workforce Training Agreement (CWTA), as necessary. We will also collect and review monthly local hire progress reports from the contractor, as required.

Project Close-Out And Post Construction Phase

Inez and our team at Roebbelen will continuously and thoroughly review project activity and will not wait until the punch list phase to raise questions about imperfections and non-conforming work. Items identified will be logged and tracked until satisfactorily complete to meet the project contract documents. When we get to the formal punch walk, outstanding items will be the first to be included and tracked. The punch walk will take place to identify additional imperfections and non-conforming work. The contractor will provide notice that all contractual activity has been completed and we will coordinate the punch walk with the City and the design team. Once the walk takes place, we will gather open items, consolidate and input to a master punch list. This list will be issued to the contractor with a directive to proceed and correct all items within a specific time frame. We will work closely with the contractor until these items are completed satisfactorily and once complete, schedule a back-check with the project team to confirm satisfaction from all parties.

Roebbelen is committed to closing out projects in a timely manner. To facilitate prompt project closeout, we take the approach that this activity begins at the start of construction. From the beginning of the construction phase and in partnership with the contractor, the City and the design team, we will be tracking progress on things like as-built document updates. When we setup the project within Procure, we will develop a closeout file. All closeout documents will be identified, collected, verified to comply with requirements and filed as progress is made in the field. This includes warranties as scope activity is completed. Additionally, any initial start-up, testing of systems and training sessions will be coordinated, conducted, recorded and filed as the building and site systems are completed and fully ready for operation. The User trainings will provide both the user group and the maintenance and operations group a better understanding of how the systems work. Additionally, soft or hard copies of systems manuals will be made available, per contract requirements.

As we progress into the final stages of the construction phase, Inez will liaise with the City to ensure any "owner provided contractor installed" items are received and handed to the contractor for installation. Additionally, we will be coordinating with the City and the contractor for access to owner installations, such as restroom accessories, furniture and other equipment. Similarly, we are prepared to assist with relocation activity and will work with the City to accomplish a seamless transition.

Warranty

We understand a project is not without an occasional warranty call or user complaint. Roebbelen is committed to serving the City through the warranty period. We will be available to conduct a year-end walk-through with the contractor, the City and the design team at the 11th month and ahead of the end of the warranty period. Our team, in partnership with the project team will be ready to expedite any warranty claims and monitor to completion.

Physical Space

Our fee includes an allowance for an office trailer and two work stations that will help deliver our service to the City. The space includes power and internet access. Roebbelen will assume it is acceptable to use the contractors hand washing and toilet facilities.

Roebbelen - Page 2 of 2

CITY OF STOCKTON
Construction Management and Inspection Services
Aquatic Facilities Renonovations - Victory Park Pool

March 13, 2024

Proposed Fee	**$607,706**
Contract Value:	$607,706
Billed to Date:	$0
Contract Fee Remaining:	$607,706
Cost to Complete (Projected):	$607,706
Variance:	**$0**

Position Description	Name	Bill Rate	2025 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal Hours	Subtotal Fee	GRAND TOTAL Hours	GRAND TOTAL Fee
Director	Victor C. Lopez	$201	0	0	0	0	0	0	0	0					0	0	11	2,209
Project Executive	Shawn Stohman	$185	12	10	11	11	11	11		0					65	11,958	131	24,195
Sr. Project Manager	Inez Ayerra	$175	184	160	168	176	176	84	0	0					948	165,995	1,300	227,630
Asst. Construction Manager	Karmjeet "Kirk" Bhachu	$144	69	60	63	66	66	63	69	0					456	65,755	654	94,307
Project Inspector	Todd Kelley	$94	92	100	84	88	88	84	46	0					582	54,417	867	81,065
Special Testing and Inspection	Lab Engineer	$143	92	80	84	88	88	84		0					516	73,788	846	120,978
Labor Compliance/Site Interviews	Allison Hall	$103	18	16	17	18	18	17	18	17					138	14,255	177	18,272
In-House Support Services	Name																	
Constructability	Craig Fernandez	$170													0	0	44	7,478
Estimating	Steve Connor	$170													0	0	44	7,478
Scheduling	Rich Miller	$170													0	0	44	7,478
Labor/Month			467	426	426	447	447	342	133	17	0	0	0	0	2,705	386,169	4,118	591,089
Labor Cost/Month			$67,954	$60,960	$62,045	$64,999	$64,999	$47,336	$16,146	$1,730	$0	$0	$0	$0				$591,089
Reimbursable Expenses (Site Office)			$702	$702	$702	$702	$702	$702	$702	$1,801	$0	$0	$0	$0				$16,617
Proposed CM Fee: Cumulative Effect			$283,478	$345,140	$407,886	$473,587	$539,288	$587,327	$604,175	$607,706	$607,706	$607,706	$607,706	$607,706				$607,706

Note: Rates are subject to an annual inflation increase of 3%, beginning January 2026

REV 2022-05-17

Insurance Requirements for Professional Services
Aquatic Facilities Renovations – Victory Park Pool

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

4. **Professional Liability/Errors and Omissions** Insurance appropriates to the Consultant's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage
For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy
The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation
Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. HR-15	Page No. 1 of 14
DISCRIMINATION AND HARASSMENT POLICY	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."

B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.

C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.

D. All City employees and non-employees share a responsibility to assist in

maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.

F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.

G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.

H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.

I. This policy shall be administered by the Director of Human Resources.

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:

1. Soliciting applications from a source where all or most of potential workers are of the same race or color.

2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and

3. Questioning a job applicant about the existence, nature and severity of a disability.

B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment; or

2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

   Examples of Sexual Harassment include, but are not limited to the following:

   a. Unwelcome sexual overtures or propositions.

   b. Offering employment benefits or status in exchange for sexual favors.

   c. Making or threatening retaliation after a negative response to sexual advances.

   d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.

   e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.

   f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.

   g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.

   h. Physical conduct such as touching, assaulting, impeding or blocking movements.

i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment

   a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.

   b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.

   c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.

b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.

c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.

B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.

C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.

2. Confirm the name and position of the complainant. Interview the complainant.

3. Allow the complainant the opportunity to place the complaint in writing.

4. Obtain the identity of the alleged harasser(s).

5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).

6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).

7. Ascertain if any threats or promises were made in connection with the alleged harassment.

8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).

9. Ascertain whether the complainant has spoken to anyone, especially

supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.

11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.

12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.

13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.

14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.

15. Conduct follow-up interviews, if warranted.

16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.

C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.

D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:

1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).

2. Unfounded: The investigation proved that the act(s) or omission(s)

complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.

F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.)*, any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:

KURT O. WILSON
CITY MANAGER

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City of Stockton

Legislation Text

File #: 24-0378, **Version:** 1

ACCEPT THE 2023 ECONOMIC DEVELOPMENT SUBSIDY ANNUAL REPORT

RECOMMENDATION

It is recommended that the City Council, by motion:

1. Accept the 2023 Economic Development Subsidy Annual Report, which includes all City-provided subsidies to developers for economic development purposes over $100,000; and

2. Authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of this motion.

Summary

Effective January 1, 2014, California Government Code Section 53083 (Attachment A) requires local governments to report any economic development subsidy exceeding $100,000 and to provide specific information to the public before approving any economic development subsidy of $100,000 or more. The City is compliant with these requirements and provides information to the public through reports to the City Council on a per-project basis for City programs.

Under this statute, the local agency is required to adopt the first economic development subsidy report within five years of granting an economic development subsidy. All subsequent reports must be prepared and adopted annually. The City adopted the first report, the 2014-2019 Economic Development Subsidy Report, on October 6, 2020, and has continued to adopt reports each year. The 2023 Annual Report (Attachment B) has been prepared to meet statutory requirements.

For the 2023 calendar year, the City provided $13,187,968.30 in eligible subsidies (over $100,000 per subsidy).

Background

On October 11, 2013, Assembly Bill (AB) 562 - Chapter 740 was approved by Governor Brown and became effective January 1, 2014. The bill created a new section of the Government Code requiring local governments to report on any economic development subsidy over $100,000. The term “economic development subsidy” is defined as any expenditure of public funds or loss of revenue to a local agency in the amount of one hundred thousand dollars ($100,000) or more for the purpose of stimulating economic development within the jurisdiction of a local agency, including, but not limited to, bonds, grants, loans, loan guarantees, enterprise zone or empowerment zone incentives, fee waivers, land price subsidies, matching funds, tax abatements, tax exemptions, and tax credits. Affordable housing projects do not require economic development subsidy reporting.

The following information is required by AB 562:

Before approval of subsidy

1. The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.

2. The start and end dates and schedule, if applicable, for the economic development subsidy

3. A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.

4. A statement of the public purposes for the economic development subsidy.

5. Projected tax revenue to the local agency as a result of the economic development subsidy.

6. Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

This information is provided to the public through reports to the City Council on a per-project basis.

Within five years after granting subsidy:

1. The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.

2. The start and end dates and schedule for the economic development subsidy.

3. A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.

4. The net tax revenue accruing to the local agency as a result of the economic development subsidy.

5. The net number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

This information is provided to the public through the annual Economic Development Subsidy Report.

<u>Present Situation</u>

Local agencies are required to provide an annual report of all economic development subsidies no later than five (5) years after the action granting an economic development subsidy. The City has prepared the 2023 Annual Report (Attachment B) to meet statutory requirements.

The 2023 Annual Report indicates that the City provided $13,187,968.30 in economic subsidies for

"qualifying" criteria, which includes projects that received over $100,000 in economic development subsidy and are either bonds, grants, loans, loan guarantees, enterprise zone or empowerment zone incentives, fee waivers, land price subsidies, matching funds, tax abatement, tax exemptions, and tax credits.

For the 2023 calendar year, the City Programs that require reporting on the annual AB 562 report are:

- Stockton Economic Stimulus Plan (SESP) Program for Public Facility Fee (PFF) waivers
- Public Facility Fee Reduction to Non-Residential Projects
- Office and Industrial Sales Tax Incentive Program

Financial Summary

Total 2023 subsidies are as follows:

Program	Eligible Subsidies
Stockton Economic Stimulus Plan (SESP) for PFF Waivers	$8,764,165.49 (SF)
Public Facility Fee (PFF) Reduction for Non-residential Projects	$1,463,165.81
Greater Downtown Stockton Residential Development PF Exemption	-
Downtown Infill Infrastructure Program	-
Office and Industrial Sales Tax Incentive Program	$2,960,637.00
TOTAL	**$13,187,968.30**

There is no financial impact with the filing of the 2023 Economic Development Subsidy Annual Report. However, during the 2023 calendar year, the City provided $13,187,968.30 in eligible subsidies (over $100,000 per subsidy). As a result, $10,227,331.30 in PFF funds were not available to fund development-related Capital Improvement Plan (CIP) projects.

Public Notice

A public hearing notice was published in the Stockton Record on May 14, 2024. To date, no comments have been received.

Attachment A - Government Code 53083
Attachment B - Economic Development Subsidy 2023 Annual Report

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL
LEGISLATIVE COUNSEL BUREAU

State of California

GOVERNMENT CODE

Section 53083

53083. (a) On and after January 1, 2014, each local agency shall, before approving any economic development subsidy within its jurisdiction, provide all of the following information in written form available to the public, and through its Internet Web site, if applicable:

(1) The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.

(2) The start and end dates and schedule, if applicable, for the economic development subsidy.

(3) A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.

(4) A statement of the public purposes for the economic development subsidy.

(5) Projected tax revenue to the local agency as a result of the economic development subsidy.

(6) Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

(b) Before granting an economic development subsidy, each local agency shall provide public notice and a hearing regarding the economic development subsidy. A public hearing and notice under this subdivision is not required if a hearing and notice regarding the economic development subsidy is otherwise required by law.

(c) The information required to be provided in subdivision (a) shall remain available to the public under existing state and federal law and be posted on the local agency's Internet Web site, if applicable, for the entire term of the economic development subsidy.

(d) The local agency, within the term of the economic development subsidy but not later than five years after the action granting an economic development subsidy, as defined in paragraph (1) of subdivision (g), shall issue a report for each economic development subsidy. The report shall contain the information described in subdivision (a). The local agency shall make the report available to the public and through its Internet Web site, if applicable. The report shall also contain the following information, if applicable:

(1) The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.

(2) The start and end dates and schedule for the economic development subsidy.

(3) A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.

(4) The net tax revenue accruing to the local agency as a result of the economic development subsidy.

(5) The net number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

(e) (1) The local agency, within the term of the economic development subsidy but no later than five years after the action granting an economic development subsidy, as defined in paragraph (1) of subdivision (g), shall hold a public hearing to consider any written or oral comments on the information contained in the report prepared pursuant to subdivision (d).

(2) For an economic development subsidy, as defined in paragraph (1) of subdivision (g), with a term of 10 years or more, the local agency shall hold a public hearing at the conclusion of each economic development subsidy that shall contain the information described in subdivision (d), in written form available to the public, and through its Internet Web site, if applicable.

(f) Each public hearing required by this section shall be consolidated with a local agency's regularly scheduled hearing.

(g) As used in this section, the following terms have the following meanings:

(1) "Economic development subsidy" means any expenditure of public funds or loss of revenue to a local agency in the amount of one hundred thousand dollars ($100,000) or more, for the purpose of stimulating economic development within the jurisdiction of a local agency, including, but not limited to, bonds, grants, loans, loan guarantees, enterprise zone or empowerment zone incentives, fee waivers, land price subsidies, matching funds, tax abatements, tax exemptions, and tax credits. "Economic development subsidy" shall not include expenditures of public funds by, or loss of revenue to, the local agency for the purpose of providing housing affordable to persons and families of low or moderate income, as defined in Section 50093 of the Health and Safety Code.

(2) "Local agency" means a city, including a charter city, county, or city and county.

(Added by Stats. 2013, Ch. 740, Sec. 1. (AB 562) Effective January 1, 2014.)

Attachment B

ECONOMIC DEVELOPMENT SUBSIDY

2023 ANNUAL REPORT

MAY 2023

CITY OF STOCKTON
COMMUNITY DEVELOPMENT DEPARTMENT
ECONOMIC DEVELOPMENT DEPARTMENT

CITY OF STOCKTON

2023 ECONOMIC DEVELOPMENT SUBSIDY ANNUAL REPORT

The purpose of the Economic Development Subsidy Report is to fulfill the annual reporting requirements as outlined in California Assembly Bill 562. Effective January 1, 2014, Assembly Bill 562 (Williams), chapter 740, added Section 53083 to the Government Code, which requires local agencies to annually report subsidies for economic development purposes. Government Code Section 53083 requires the report to include identifiable information (name and address) of each business entity that is a beneficiary of a subsidy, a description of each program, and the total amount of the expenditure of public funds or of revenue lost as a result of the subsidy, statement of public purpose of the subsidy, net tax revenue as a result of the subsidy, and estimated number of jobs created by the subsidy.

An "economic development subsidy" is defined as any expenditure of public funds or loss of revenue to a local agency in the amount of one hundred thousand dollars ($100,000) or more, for the purpose of stimulating economic development within the jurisdiction of a local agency, including, but not limited to, bonds, grants, loans, loan guarantees, enterprise zone or empowerment zone incentives, fee waivers, land price subsidies, matching funds, tax abatements, tax exemptions, and tax credits. Furthermore, "economic development subsidy" shall not include expenditures of public funds by, or loss of revenue to, the local agency for the purpose of providing housing affordable to persons and families of low or moderate income, as defined in Section 50093 of the Health and Safety Code. This report provides the necessary information for the qualifying programs to remain in compliance with Assembly Bill 562.

QUALIFYING CITY PROGRAMS

City Programs that provide "economic development subsidies" as defined by Assembly Bill 562 include:

1. Stockton Economic Stimulus Plan (SESP)
2. Public Facility Fee (PFF) Reduction for Non-residential Projects
3. Greater Downtown Stockton Residential Development Public Facilities Exemption
4. Downtown Infill Infrastructure Program
5. Office and Industrial Sales Tax Incentive Program

These referenced programs offer subsidies on an annual basis. However, not all programs provided an economic development subsidy as defined by the statute in 2023.

STOCKTON ECONOMIC STIMULUS PLAN (SESP)

In November of 2015, the City Council adopted Resolution 2015-11-17-1602 – Stockton Economic Stimulus Program (SESP), superseding existing PFF reduction programs for residential and non-residential projects. The program launched in January 2016 to reduce eligible PFFs on qualifying single-family residential, multi-family residential, commercial, and industrial projects in the City of Stockton. In July 2018, City Council passed Resolution 2018-07-17-1302 to extend SESP for residential and non-residential projects and increase developer permit limitations in non-disadvantaged areas.

SESP eliminates/waives the following PFF categories:

PFF Category	Residential	Commercial / Industrial
City Office Space	✓	✓
Libraries	✓	✓
Fire Stations	✓	✓
Parkland	✓	
Community Recreation Centers	✓	✓
Police Stations	✓	✓

Street Improvements	✓	✓

City Office Space, Community Recreation Centers, Libraries, Police Stations, Fire Stations, Street Improvements, and Parks are reduced to a total of $19,997 or 100% of said fees, whichever is less, for single-family residential, $14,080 per unit for multi-family residential, and 50% reduction for commercial and industrial projects. The 3.5% Administrative Fee charged on all PFF categories is also waived and is included in the amounts shown below.

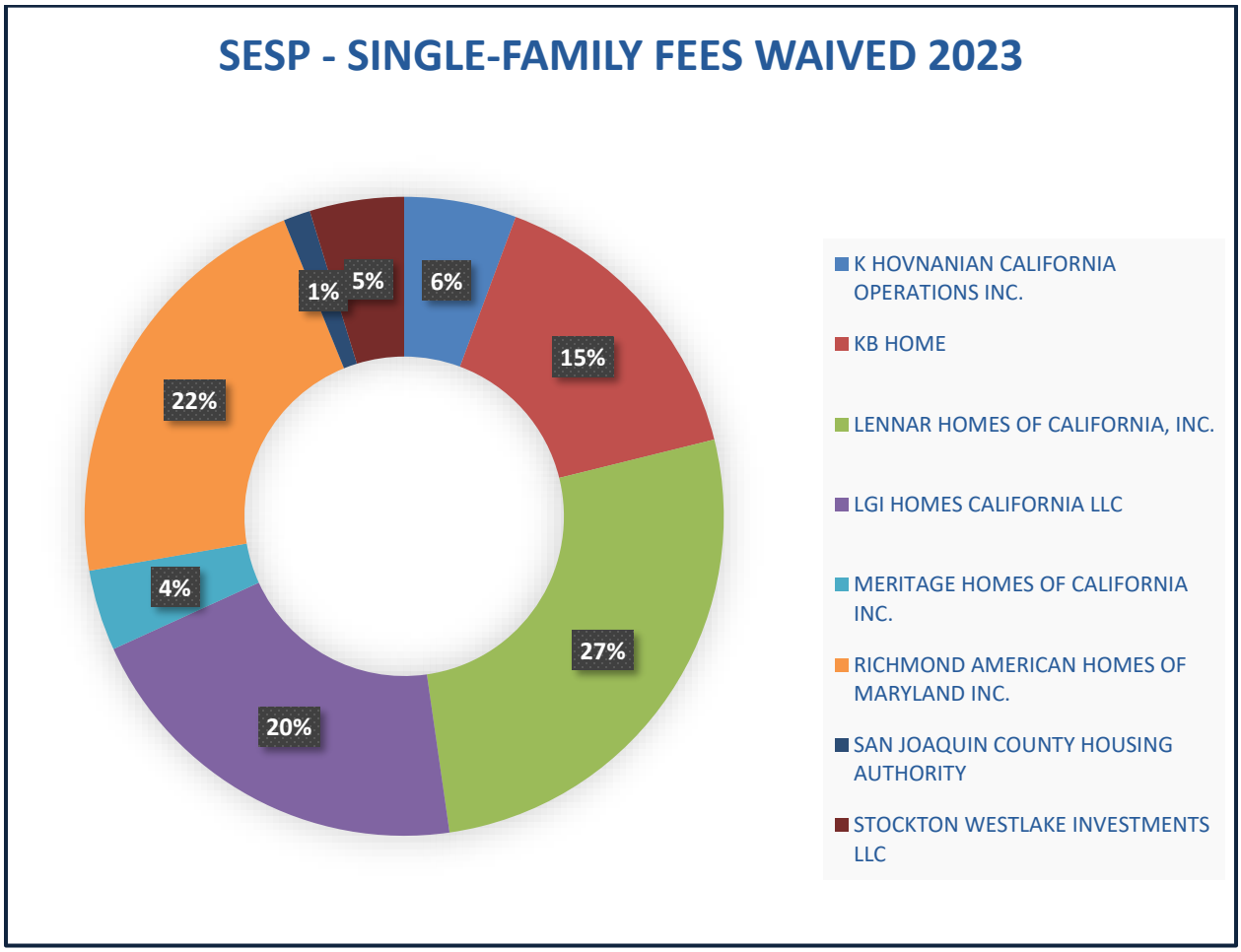
For single-family residential, multi-family residential, and non-residential (commercial/industrial) permits issued citywide, builders/developers must comply with the terms of the program. Participation in the single-family residential component of SESP requires a developer to comply with the local hire and disadvantaged individual requirements. Participants must agree to the program conditions to receive the incentives of the program for residential development. Additionally, only units within the existing City limits, as described in the 2008 General Plan Settlement Agreement, are eligible to meet the local hire requirement of the program. The commercial/industrial component, formerly the Public Facilities Fee Reduction Program (established in 2010), was incorporated into the SESP program in 2015; reporting of local hiring is not a requirement.

The SESP program will remain in place until the City conducts a nexus study for the Public Facility Fees (Development Impact Fee) program and adopts new fees per City Council Motion 2019-08-20-1405.

STOCKTON ECONOMIC STIMULUS PLAN (SESP) DATA:

Recipients that received fee waivers of $100,000 or greater:

Recipients	Amount (2023)
K HOVNANIAN CALIFORNIA OPERATIONS INC. 3721 DOUGLAS BLVD., STE 150 ROSEVILLE, CA 95661	$ 497,990.25
KB HOME 4830 BUSINESS CENTER DR., STE 150 FAIRFIELD, CA 94534	$ 1,354,533.48
LENNAR HOMES OF CALIFORNIA, INC. 1025 CREEKSIDE RIDGE DR., STE 240 ROSEVILLE, CA 95678	$ 2,330,594.37
LGI HOMES CALIFORNIA LLC 1450 LAKE ROBBINS DR., STE 430 THE WOODLANDS, TX 77380	$ 1,792,301.99
MERITAGE HOMES OF CALIFORNIA INC. 8800 E RAINTREE DR., STE 300 SCOTTSDALE, AZ 85260	$ 358,552.98
RICHMOND AMERICAN HOMES OF MARYLAND INC. 1 HARBOR CTR., STE 100 SUISUN CITY, CA 94585	$ 1,892,362.95
SAN JOAQUIN COUNTY HOUSING AUTHORITY 421 S EL DORADO ST. #B STOCKTON, CA 95203	$ 119,517.66
STOCKTON WESTLAKE INVESTMENTS LLC 10100 TRINITY PKWY., 5TH FL. STOCKTON, CA 95219	$ 418,311.81
TOTAL	**$ 8,764,165.49**



Multi-family residential SESP participants did not exceed the $100,000 threshold; therefore, no reporting is required per AB 562.

Net Tax Revenue Accrued as a Result of Subsidy – Not applicable.

Total Number of Jobs Created by Subsidy: 2,896

- Jobs Created for Stockton Residents: 1,667
- Jobs Created for Non-Stockton Residents: 1,229

PUBLIC FACILITY FEE (PFF) REDUCTION FOR NON-RESIDENTIAL PROJECTS

On September 14, 2010, the City Council adopted Resolution No.10-0308, which authorized the reduction of fees for residential and non-residential projects. The program was extended and evolved with the adoption and later extension of the SESP program in 2019. The PFF Reduction to Non-Residential Projects program will remain in place until the City conducts a nexus study for the Public Facility Fees (Development Impact Fee) program and adopts new fees.

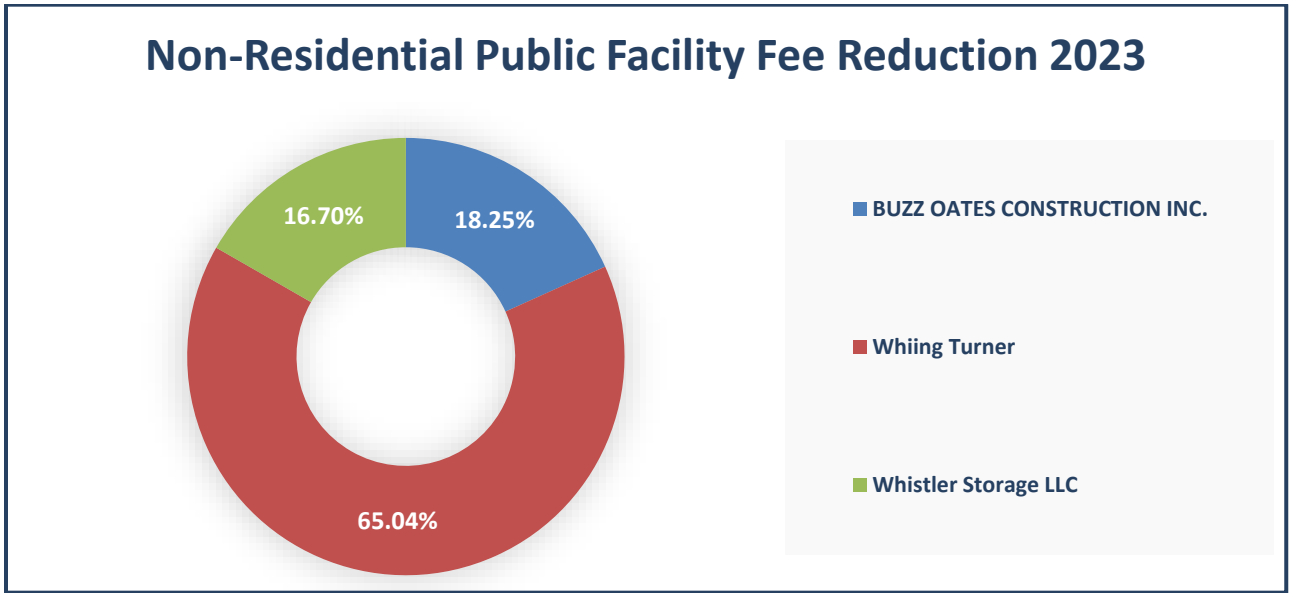
For new non-residential development, the following Public Facilities Fees shall be reduced by fifty percent (50%) citywide. The following fee categories apply:

- City Office Space
- Community Recreation Centers
- Libraries
- Fire Stations
- Police Stations
- Street Improvements

The 3.5% Administrative Fee charged on all PFF categories is also waived and is included in the amounts shown below.

Recipients that received $100,000 or greater:

Recipients	Amount (2023)
Buzz Oates Construction Inc. 555 CAPITOL MALL SUITE 900 SACRAMENTO, CA 95814	$ 267,082.05
Whiting Turner 300 E Joppa Rd, 8th Fl., Baltimore, MD 21286	$ 951,682.14
Whistler Storage LLC 1776 N Murray Rd., Linden, CA 95236	$ 244,401.62
TOTAL	**$ 1,463,165.81**



Net Tax Revenue Accrued as a Result of Subsidy: Not applicable.
Number of Jobs Created by Subsidy: Not applicable.

GREATER DOWNTOWN STOCKTON RESIDENTIAL DEVELOPMENT PUBLIC FACILITIES EXEMPTION

The Greater Downtown Stockton Residential Development Public Facilities Fees Exemption Program provides fee exemptions for qualifying residential developments within the greater downtown area to encourage housing production. The PFF Exemption Program will remain in place until the City conducts a nexus study for the Public Facility Fees (Development Impact Fee) program and adopts new fees. Eligible development projects will receive an exemption for the following Public Facilities Fees (PFF) categories:

- City Office Space
- Libraries
- Fire Stations
- Parkland
- Community Recreation Centers
- Police Stations
- Street Improvements

There were no eligible subsidies to report in 2023.

Net Tax Revenue Accrued as a Result of Subsidy – Not applicable.
Number of Jobs Created by Subsidy – Not applicable.

DOWNTOWN INFILL INFRASTRUCTURE PROGRAM

The Downtown Infill Infrastructure Program provides a financial incentive to eligible parties interested in developing new market-rate residential, commercial, or mixed-use projects in Downtown Stockton. In Stockton's downtown area, aging infrastructure, such as sewer and water lines, as well as the

rehabilitation of older structures, can significantly increase project costs and serve as barriers to infill development.

Under the Downtown Infill Infrastructure Program, eligible development projects may receive a reimbursement for certain public infrastructure improvements. Examples of eligible public infrastructure improvements include sewer and water; storm drain; street improvements, including crosswalks, bike lanes, striping, and medians; traffic signals; streetlights; and landscaping.

To qualify for the program, the developer must meet these criteria:

1. Develop a minimum of 35 new market-rate residential units and/or develop a minimum of 30,000 square feet of new or newly renovated retail or commercial space.
2. Be located within the program boundary, which includes Center Street to the west, Park Street to the north, ACE Rail/Union Pacific Railroad to the east, and Washington Street to the south.
3. Make a capital investment of at least $500,000.
4. Eligible public infrastructure improvements must equal $100,000 or more.

Applicants must submit a request for funding to the Economic Development Department for review and consideration. If deemed eligible under the program guidelines, a Reimbursement Agreement requiring Council approval will be executed between the City and the applicant. The City will reimburse the applicant within six (6) months of completion of the public improvements included within the reimbursement agreement of up to $900,000 annually. The program was approved by City Council on July 7, 2015, and is scheduled to sunset in July 2025.

During 2023, no applicants received an economic development subsidy under the Downtown Infill Program.

Net Tax Revenue Accrued as a Result of Subsidy: Not applicable.

Number of Jobs Created by Subsidy: Not applicable.

OFFICE AND INDUSTRIAL SALES TAX INCENTIVE PROGRAM

The Office and Industrial Sales Tax Incentive Program provides an annual sales tax rebate to new or expanding office and industrial businesses located within Stockton City limits. Examples of the types of office and industrial businesses that would have been eligible under the program include eCommerce businesses, fuel distributors, high-tech equipment manufacturers or software developers, medical device manufacturers, and business-to-business sales. To qualify for the program, the business must have met the following criteria:

1. Generate net new annual gross taxable sales of $25 million or more.
2. Generate sales tax to the City corresponding with the gross sales tax amount.
3. Create a minimum of ten full-time equivalent jobs.
4. Make a capital investment of $50,000 or more.

The sales tax rebate is based on the annual net new sales tax revenue received by the City and is restricted to the Bradley-Burns tax. The rebate amount is based on the following tiers:

Net New Sales Tax Revenue	% of Sales Tax Revenue Rebated to the Business	% of Sales Tax Revenue Retained by the City
Less than $250,000	0%	**100%**
$250,000 - $500,000	50%	**50%**
More than $500,000	65%	**35%**

Qualifying businesses must have executed an agreement with the City, which required Council approval. The term of the agreement is ten (10) years, with options to extend for up to an additional ten (10) years.

This program was approved by Council on June 24, 2014, and sunset in June 2019 for new applications. During 2023, two companies continued to receive subsidies under prior agreements. The 2023 subsidies for each company are as follows:

Recipients	Amount (2023)
VALLEY PACIFIC PETROLEUM 152 FRANK W CIR, STE 100., STOCKTON, CA 95206	$ 1,679,272
DIESEL DIRECT WEST 3861 DUCK CREEK DR., STOCKTON, CA 95215	$ 1,281,365
TOTAL	**$ 2,960,637**

In 2023, the City rebated $2,960,637 in net new sales tax revenue as a result of the Office and Industrial Sales Tax Incentive Program. A minimum of 40 full-time equivalent new jobs were created as a result of this program.

SUMMARY

In 2023, the Greater Downtown Stockton Residential Development Public Facilities Exemption and the Downtown Infill Infrastructure Program had no eligible economic development subsidies to report. City Programs that provided "economic development subsidies" in 2023 are as follows:

Program	Eligible Subsidies
Stockton Economic Stimulus Plan (SESP)	$ 8,764,165.49 (single-family)
Public Facility Fee (PFF) Reduction for Non-residential Projects	$ 1,463,165.81
Greater Downtown Stockton Residential Development Public Facilities Exemption	-
Downtown Infill Infrastructure Program	-
Office and Industrial Sales Tax Incentive Program	$ 2,960,637.00
TOTAL	**$ 13,187,968.30**

CITY OF STOCKTON

ECONOMIC DEVELOPMENT STUDY

2023 Annual Report

City Council Meeting

June 4, 2024

Agenda Item 16.1

'

Background

- AB 562 effective January 1, 2014
- Requires local governments report economic development subsidies over $100,000
- Current Reporting Period – 2023
- Comprehensive report of all qualifying programs

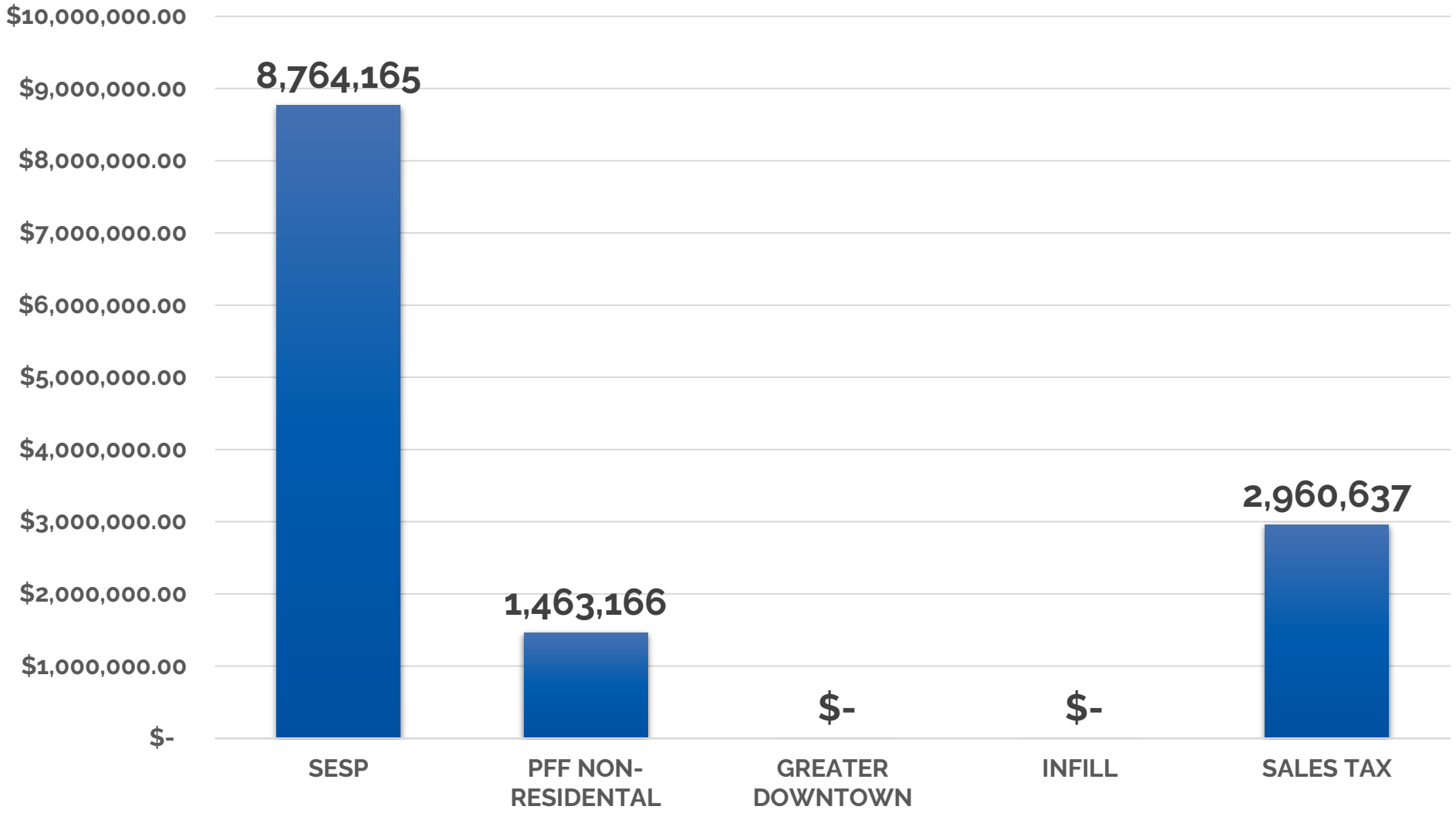
CITY OF STOCKTON

Qualifying Programs (≥ $100,000 Subsidy)

- Stockton Economic Stimulus Plan (SESP)
- Public Facility Fee Reduction for Non-residential Projects
- Greater Downtown Stockton Residential Development Public Facilities Exemption
- Downtown Infill Infrastructure Program
- Office and Industrial Sales Tax Incentive Program

CITY OF STOCKTON

Subsidy Amounts



GRAND TOTAL FOR ELIGIBLE PROGRAMS = $13,187,968

Employment Impacts

SESP RECIPIENTS REQUIRED TO HIRE AT LEAST 50% STOCKTON RESIDENTS

JOB CREATION DATA TRACKING IS NOT REQUIRED BY THE REMAINING REPORTED PROGRAMS

Total Number of Jobs Created: 2,896

Jobs for Stockton Residents: 1,667 (57.56% of total)

CITY OF STOCKTON

Staff Recommends

- Accept the Economic Development Subsidy 2023 Annual Report; and
- Authorize the City Manager to take appropriate and necessary action to carry out the purpose and intent of this motion.

File #: 24-0410, **Version:** 1

APPEAL OF THE PLANNING COMMISSION APPROVAL OF A TENTATIVE MAP, AND DESIGN REVIEW TO ALLOW THE SUBDIVISION OF AN EXISTING PARCEL INTO FIVE LOTS FOR RETAIL AND SERVICE COMMERCIAL DEVELOPMENT AT 10505 TRINITY PARKWAY (P23-0266) (APN 066-020-04)

RECOMMENDATION

It is recommended that City Council adopt a resolution to:

1. Find no further environmental review is necessary from the California Environmental Quality Act (CEQA) as an Environmental Impact Report (EIR 3-87) (SCH #1987032415) was adopted and certified by the City of Stockton for the identified area and are companion documents to the Master Development Plan (MDP 1-00) adopted by City; and

2. Deny the Appeal and uphold the Planning Commission's approval of a Tentative Map and Design Review, subject to conditions, in accordance with the findings and subject to conditions in the proposed Resolution.

Summary

On March 28, 2024, the Planning Commission held a public hearing to consider a Tentative Map and Design Review proposal ("project") to subdivide an existing undeveloped parcel into five parcels for retail and service commercial development at 10505 Trinity Parkway. Six (6) public comments were received, and after discussion and deliberation, the Planning Commission unanimously approved the project by a vote of 6-0 (One Vacant Seat).

On April 8, 2024, during the ten-day post approval appeal period, Mary Elizabeth filed an appeal to the City Council requesting reconsideration of the Planning Commission's approval, citing environmental concerns.

As reflected in Staff's analysis below and in the proposed resolution, Staff recommends the City Council deny the appeal and uphold the Planning Commission's March 28, 2024, approval of the proposed Tentative Map and Design Review.

DISCUSSION

Background

In October 2023, the applicant, RSC Engineering, on behalf of Sam's Real Estate Business Trust, filed an application for a Design Review and Tentative Map to subdivide an existing 17.98-acre undeveloped parcel into five (5) parcels which will accommodate retail and service commercial

development in the A.G. Spanos Business Park Master Development Plan area. Three (3) parcels for a Chick-Fil-A quick-serve restaurant, IN-N-OUT quick-serve restaurant, and Dutch Brothers Coffee drive-through, and two (2) parcels for self-storage facilities, herein known as the "Project."

On March 28, 2024, the Stockton Planning Commission conducted a duly noticed hearing and considered the staff report and presentation, as well as a presentation from the applicant. There were three (3) members of the public in attendance at the public hearing that spoke against the item, citing concerns with the lack of healthy food options in the area, traffic, and potentially more attractive uses available for the site to engage families in the area. Additionally, there were three (3) written communications received from members of the public. Two (2) of the written communications related to a lack of healthy food options in the area, as well as the need for healthier alternatives to fast food in the area and support for small businesses. The remaining correspondence was in support of the Project citing good design.

Mary Elizabeth spoke regarding the existing Development Agreement (DA) with Spanos, lack of housing opportunities, and the need for a traffic study that evaluated traffic accident statistics. The second member of the public, Jonathan Pruitt, spoke to how this Project is not a true mixed-use project, as well as the Project brings more unhealthy food options to the residents, how this area is not small business friendly, and there are better options available to address the uses under the power lines. The last member of the public to speak was Angie Hynh, who spoke in regard to the unhealthy businesses going into the Project and that there are way too many fast-food restaurants in the area as well as traffic issues such as congestion and accidents.

Written comments were provided by three (3) individuals. The first comment was provided by Jonathan Pruitt, who spoke in reference to there being too many fast-food options already available, that the Project wasn't small-business friendly, and that there are better, more family-friendly alternatives for development at the site. The second written comment came from Matthew Ellis, who supports the Project as submitted but has concerns about the remainder parcel under the power lines. The last comment came from Gracie Freeman who would like to see uses that support Stockton youth by providing them with an outlet, or support for the homeless. There were no additional public comments or emails submitted.

The Planning Commission discussed the item and posed several questions to the applicant relating to prior marketing attempts to develop the property, as well as traffic concerns. After closing the public hearing and discussing the Project, the Commission voted unanimously by a vote of 6-0 (Rizvi moved, Mallett second, one vacant seat) to approve the Project.

Project Description

Project application P23-0266 consists of a tentative map and design review to allow the subdivision of an existing parcel into five lots for retail and service commercial development at 10505 Trinity Parkway (APN 066-020-04). The Project site is currently undeveloped and located at the southwest corner of Trinity Parkway and Scott Creek Drive and shares a westerly boundary with Mokelumne Circle (Attachment A - Aerial Photo). The site is bounded to the:

- North, south, and east by existing commercial development, zoned Mixed-Use (MX).
- West by developed residential uses zoned Residential, Low Density (RL).

Required entitlements for the Project include a Tentative Map and Design Review to allow for the construction of future commercial development, notably a Chick-Fil-A, In-N-Out, Dutch Brothers Coffee, and a self-storage facility. The parcels are on a vacant parcel of approximately 17.98-acres, which will be split into five (5) parcels.

The 2040 General Plan Land Use Map designates the subject site as Mixed-Use (Attachment B - General Plan Map). The subject site is zoned Mixed-Use (MX) (Attachment C - Zoning Map). The Project site is also located within the A.G. Spanos Business Park Master Development Plan (MDP), which is identified as MDP 1-00. Development within this area is required to comply with the approved MDP. As discussed in the analysis below, the Project is consistent with all applicable Sections of the Stockton Municipal Code and A.G. Spanos Business Park MDP.

ANALYSIS

The appellant is requesting that the City Council overturn the Planning Commission's approval on the grounds that the project did not address environmental concerns, including but not limited to traffic, air quality, and housing.

Staff recommends that the City Council deny the appeal and uphold the Planning Commission's approval of the Tentative Map and Design Review.

In accordance with SMC Section 16.100.040(G)(1), the City Council may uphold the Commission's actions, thus maintaining project approval, or reverse the Commission's actions with four (4) concurring votes (a majority vote) and deny the Project. Additonally, the Council may adopt additional conditions, in accordance with 16.100.040 (G)(2). Staff's analysis is provided below.

Tentative Map & Design Review

As indicated in the proposed Resolution, the proposed uses are allowed in the MX zone per the list of allowable uses in the approved Master Development Plan; the Project complies with applicable provisions of the Development Code and meets all applicable findings for approval. The Project has received approval from the Spanos Design Review Board as well as the Planning Commission.

Environmental Clearance

The Spanos Park West Environmental Impact Report (EIR 3-87) (SCH #1987032415) was prepared for the area as well as Master Development Plan (MDP 1-00) which was adopted by the City. A Notice of Determination (NOD) was filed on December 27, 2001.

Per the EIR and MDP, future development in the area has been adequately analyzed and no further environmental review is required so long as the proposed development project or use is consistent with the Master Development Plan. All development projects shall adhere to the adopted Mitigation and Monitoring Reporting Program (MMRP) and Development Agreement.

Appeal of the Planning Commission's Decision

On April 8, 2024, an appeal of the Planning Commission's approval of the project was filed by Mary

Elizabeth, citing that the Project does not address the environmental concerns, including, but not limited to, traffic, air quality, and housing. (Attachment D - Appeal)

For application processing, the Project applicants provided a traffic study that fully addresses Project impacts and discusses offsite improvements that will improve the adjoining streets which should mitigate some of the existing conditions. Access into the site is planned at three (3) locations, which include:

1. A new driveway on Trinity Parkway at the location between the current McDonalds driveway and the northern Walmart parking lot access (northbound left turns into the site would be allowed at this location)
2. Existing access on Scott Creek Road, including a westbound left turn lane into the site (outbound left turn lanes would be prohibited)
3. A new north-south drive aisle extended through the site from the existing Scott Creek Road driveway to an existing connection at the Walmart parking lot at the southernmost end of the site

Vehicular circulation on site has been thoughtfully designed, including additional queuing length to each drive-through, significantly exceeding city standards. These have also been positioned so as to avoid affecting the flow of traffic on adjoining streets. The SMC requires drive-through queue lengths to be a minimum 100’ behind the menu ordering board. The Dutch Brothers site has two (2) drive-through lanes for a total of 451’. The IN-N-OUT site has two (2) lanes for a total of 535’ plus an additional 75’ to the pick-up window. Lastly, the Chick-Fil-A has two (2) lanes for a total of 904’.

Related to other environmental concerns, such as air quality and housing, the previously adopted EIR (Spanos Park West Environmental Impact Report, SCH #1987032415) adequately analyzed the development potential of the site, and therefore no further environmental review is required so long as the proposed development project or use is consistent with the Master Development Plan. This Project complies with the adopted MDP and received approval from the Spanos Design Review Board.

Conclusion

The evidentiary record and subsequent analysis fail to support the grounds for an appeal for the Project. Each request complies with the pertinent sections in the Municipal Code, and there are no concessions or requests for waivers. As a result of the information and analysis above, staff recommends the City Council deny the appeal and affirm the Planning Commission’s approval of the tentative map, splitting the parcel into five (5) parcels, and design review, which approves the overall aesthetic and design of the site.

PUBLIC COMMENT

Notice for this item was published in The Record on May 24, 2024, and a notice was sent to all property owners within a 300-foot radius of 10505 Trinity Parkway (APN 066-020-04). No written comments have been submitted from the time of the appeal to the preparation of this staff report.

FINANCIAL SUMMARY

Approval of the project would provide the City's General Fund with additional revenue collected through the Property and Sales Tax for each property and business.

Attachment A - Aerial Photo
Attachment B - General Plan Land Use
Attachment C - Zoning Map
Attachment D - Appeal

Aerial Photo

February 21, 2024

Property Information

Property ID	06602004-83467
Location	10505 TRINITY PK
Owner	SAMS REAL ESTATE BUSINESS TR

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

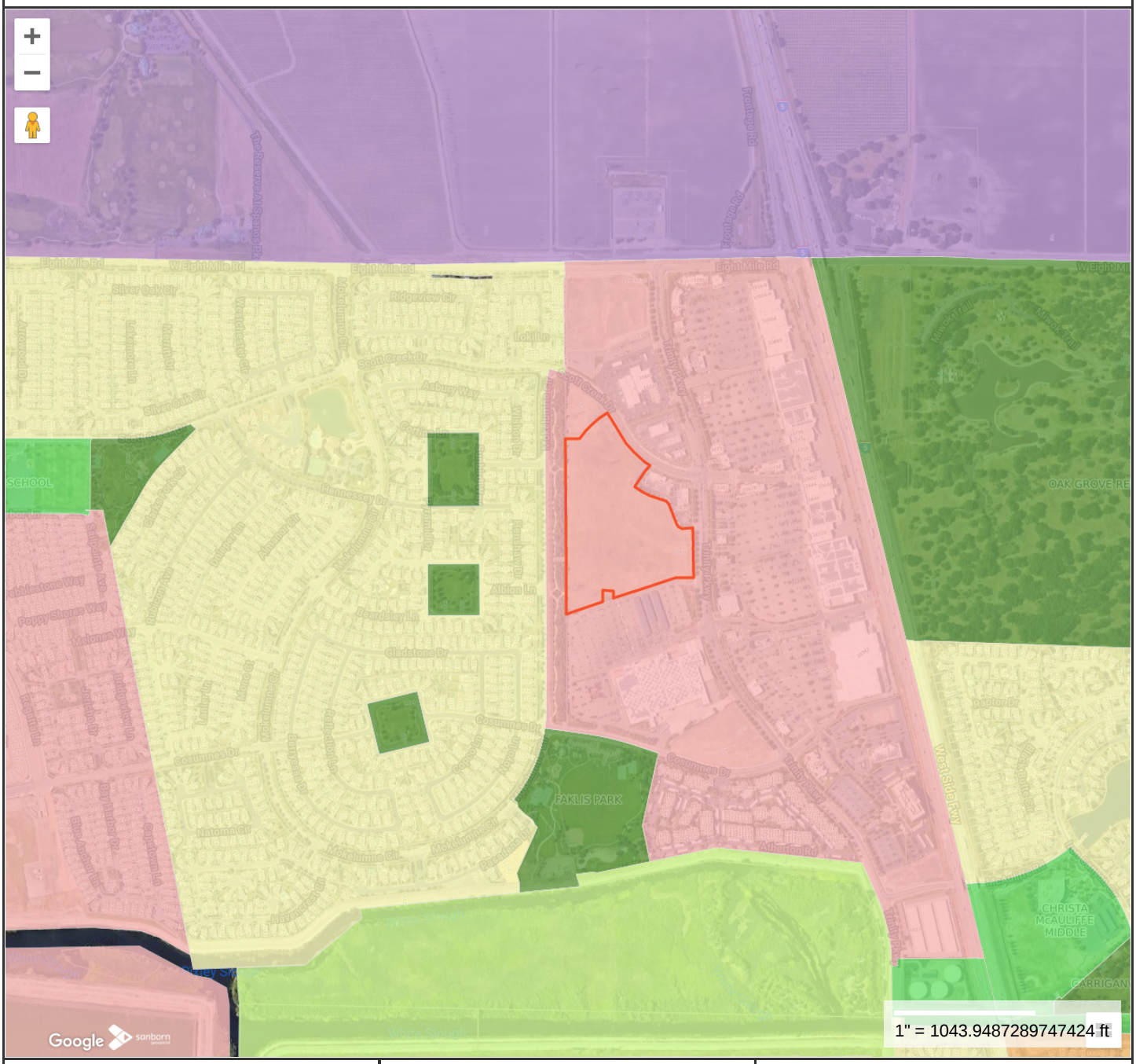
City of Stockton, CA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 05/03/2023
Data updated 05/01/2023

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

General Plan Land Use

February 21, 2024



Property Information

Property ID	06602004-83467
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Geometry updated 05/03/2023
Data updated 05/01/2023

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

Map Theme Legends

General Plan Map

- ECONOMIC AND EDUCATION ENTERPRISE
- RESIDENTIAL ESTATE
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- ADMINISTRATIVE-PROFESSIONAL
- COMMERCIAL
- INDUSTRIAL
- INSTITUTIONAL
- OPEN SPACE/ AGRICULTURE
- PARKS AND RECREATION
- MIXED USE
- RIGHT OF WAY

City of Stockton GIS data

Zoning Map

February 21, 2024

Property Information

Property ID	06602004-83467
Location	10505 TRINITY PK
Owner	SAMS REAL ESTATE BUSINESS TR

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NOT A LEGAL DOCUMENT

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Geometry updated 05/03/2023
Data updated 05/01/2023

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

Map Theme Legends

Zoning

- COMMERCIAL AUTO DISTRICT (CA)
- DOWNTOWN COMMERCIAL (CD)
- GENERAL COMMERCIAL (CG)
- LARGE SCALE COMMERCIAL (CL)
- NEIGHBORHOOD COMMERCIAL (CN)
- OFFICE COMMERCIAL(CO)
- GENERAL INDUSTRIAL(IG)
- LIMITED INDUSTRIAL (IL)
- PORT (PT)
- LOW DENSITY RESIDENTIAL (RL/P)
- MEDIUM DENSITY RESIDENTIAL (RM/P)
- HIGH DENSITY RESIDENTIAL (RH/P)
- MIXED USE (MX)
- OPEN SPACE (OS)
- PUBLIC FACILITIES (PF)
- UNIVERSITY/COLLEGE (UC)
- RIGHT OF WAY (ROW)

City of Stockton, CA Zoning Data

Attachment D

CITY OF STOCKTON

RECEIVED
APR 8 2024
CITY CLERK
CITY OF STOCKTON

APPEAL OF PLANNING COMMISSION DECISION TO THE CITY COUNCIL

Today's Date: 4.8.2024 Date of Planning Commission Decision: 3.28.2024

Last day to file Appeal (ten days): 4.8.2024
SUN 4.7.2024

APPELLANT: Mary Elizabeth
(Name)
PO Box 4848
(Address)
Stockton CA 95204
(City, State, Zip)
209-547-8869
(Telephone)

APPEAL: 24-0171
(Case Number and Project Name)
10505
(Property Address)

FEE: **$500.00 (effective 7/1/20) per appeal (project)**

PAID BY: #1290 check/number _____ Cash _____ Money Order

HAND DELIVERED: / MAILED: _____

STATE REASON FOR FILING THIS APPEAL:
Environmental concerns not address including but not limited to traffic, air quality, housing.

Mary Elizabeth
Print Your Name

MEth
Signature

SCAN AND E-MAIL TO: *Esther Gilliland, Lori Asuncion, Patty Vasquez, Courtney Christy, Florence Low, Will Crew, Michael McDowell, the project's CD planner, and Jobi Adams*
CC TO: *CC_Office@stocktonca.gov*

STOCKTON CITY COUNCIL
425 North El Dorado Street
Stockton, CA 95202
Phone: (209) 937-8458

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION DENYING AN APPEAL AND AFFIRMING THE PLANNING COMMISSION'S APPROVAL OF A TENTATIVE MAP AND DESIGN REVIEW TO ALLOW THE SUBDIVISION OF AN EXISTING PARCEL INTO FIVE LOTS FOR RETAIL AND SERVICE COMMERCIAL DEVELOPMENT, AT 10505 TRINITY PARKWAY (P23-0266) (APN 066-020-04)

On October 11, 2023, the applicant, RSC Engineering on behalf of Sam's Real Estate Business Trust, submitted an application to the Community Development Department for a Tentative Map and Design Review, amongst other things, for planning application No. P23-0266, to subdivide an existing 17.98-acre parcel into five (5) lots which will accommodate the development of a Chick-Fil-A restaurant, In-N-OUT restaurant, Dutch Brothers Coffee drive-through, self-storage facility, and a remainder parcel, which is on land currently undeveloped and located within the City of Stockton, and herein known as the "Project;" and

The Project is located within the Spanos Business Park Master Development Plan (MDP1-00). The Spanos MDP area is a mixed-use development that has a predetermined range of land uses, development intensities and densities that are to be implemented in the plan area, but also evaluated in an accompanying Environmental Impact Report. Additionally, the design of the buildings are regulated by the Spanos Design Review Board; and

On July 26, 2023, the Spanos Design Review Board recommend approval of the Project design to the Director. The Director confirmed the Spanos Design Review Board's recommendation and made a recommendation to the Planning Commission for final approval of the Project's design; and

On March 18, 2024, public notice for the subject application was published in the local newspaper in accordance with Stockton Municipal Code (SMC) Section 16.88.030; and

On March 28, 2024, the Planning Commission conducted a public hearing on the application, in compliance with SMC Chapter 16.88, at which point all persons wishing to be heard were provided such opportunity; and

On April 8, 2024, Mary Elizabeth, a member of the general public, filed an appeal of the Planning Commission's approval of the Project citing lack of environmental review related to traffic, air quality, and housing; and

On June 4, 2024, the City Council convened a public hearing regarding the appeal

of the Planning Commission's decision.; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

A. The foregoing recitals are true and correct and incorporated herein reference.

B. Based on its review of the entire record herein, the City Council denies the appeal and affirms the decision of the Planning Commission, in accordance with the findings made by the Planning Commission and subject to the conditions in the Planning Commission approval resolution.

C. The City Council hereby affirms the decision of the Planning Commission, denying the appeal. Approved plans are attached as Exhibit 1, and Design Review attached as Exhibit 2 (Project Plans) and Exhibit 3 (Project Architecture). The conditions of approval from the Planning Commission approval are restated below.

<u>Conditions of Approval: Standard</u>

1. This approval authorizes the subdivision of the existing parcel (APN 066-020-04) into five (5) lots for the purposes of developing a Chick-Fil-A restaurant, an In-N-Out restaurant, and Dutch Brother's Coffee shop, a self-storage facility, and remainder parcel, identified in Exhibit 1.

    a. The Owners, Developers, and/or Successors in Interest (ODS) shall comply with all applicable Federal, State, County, and City codes, regulations, laws, and other adopted standards and pay all applicable fees.

    b. Compliance with these Conditions of Approval is mandatory. Failure to comply with these Conditions of Approval is unlawful and may constitute a public nuisance subject to the remedies and penalties identified in the SMC including but not limited to, monetary fines and revocation of this Permit.

    c. This approval shall be maintained on site and shall be immediately made available to City personnel upon inspection of the facility.

    d. Any future building signage shall be subject to approval by the Community Development Department.

    e. Separate building permits will be required for alterations to the site or building at the project location.

<u>Conditions of Approval</u>:

This Project approval incorporates the following conditions of approval.

1. This approval authorizes the plans included as Exhibit 2 (Project Plans) and Exhibit 3 (Project Architecture).

2. This approval shall not be effective until and unless APN 066-020-04 has an approved final map with the City of Stockton.

3. Prior to the issuance of a Certificate of Occupancy, all off-site improvements (e.g., curb, gutter, sidewalk, street lighting) shall be installed.

4. Comply with all applicable Federal, State, County, and City codes, regulations and adopted standards and pay all applicable fees.

5. The property owners, developers and/or successors-in-interest (ODS) shall be responsible for the City's legal and administrative costs associated with defending any legal challenge of the approvals for this project or its related environmental document.

6. In order to minimize any adverse financial impact on the City of Stockton (COS) associated with development and/or use of the subject site, the ODS agrees that it will not challenge or protest any applicable fees associated with the development of the site, but if such fees are amended or modified, the ODS agrees to pay such fees as they may be amended or modified from time to time.

7. ODS shall submit improvement plans for all the off-site improvements as well as the City maintained utilities that are located within the project site.

8. ODS must coordinate the modification of the streetscape on Trinity Parkway with the Association who owns and maintains these improvements.

9. ODS must secure an access easement through the parcel on the south prior to the recordation of the final parcel map.

10. SMC 16.188.070(A) (Mandatory Conditions). Require that parcels, easements, or rights-of-way be provided for streets, water supply and distribution systems, sewage disposal systems, storm drainage facilities, solid waste disposal, and public utilities providing electric, gas and communications services, as may be required to properly serve the subdivision. Easements for public utilities shall be limited to those needed to provide service to present and future development.

11. SMC 16.188.070(A) (Mandatory Conditions). Mitigate or eliminate environmental problems identified through the environmental review process, except where a statement of overriding consideration has been adopted in compliance with CEQA.

12. SMC 16.188.070(A) (Mandatory Conditions). Carry out the specific requirements of Chapter 16.72 (Public Improvements) of this Development Code.

13. SMC 16.188.070(A) (Mandatory Conditions). Secure compliance with the requirements of this Development Code and the General Plan.

14. SMC 16.188.070(A) (Mandatory Conditions). Require public access through the subdivision to public waterways, rivers, streams, shorelines, lakes and reservoirs, and the dedication of public easements along the banks of rivers and streams, in compliance with the Map Act (sections 66478.1 through 66478.14).

15. SMC 16.188.070(A) (Mandatory Conditions). Require the waiver of direct access rights to any existing or proposed streets in compliance with the Development Code and/or as required by the Director.

16. Review of on and off-site utility connections for fire water services that include new fire hydrants and fire sprinkler system laterals will need to be reviewed with the civil design team.

17. On-site fire access shall be installed per Chapter 5 and Appendix D (CFC).

18. Fast-food restaurants that require fire sprinkler systems shall have the system designed and installed per NFPA 13 Standards.

19. Specialized fire protection systems for the restaurant cooking equipment shall include Type 1 hoods having hood and duct fire suppression systems installed.

20. The proposed multi-story self-storage buildings shall have fire sprinkler systems installed to meet NFPA 13 Standards and design for Extra Hazard Group 1 (per Stockton Municipal Code).

21. Fire alarm notification enhancements shall be provided in buildings that have fire sprinkler systems installed.

22. All buildings with fire sprinkler systems shall have central station monitoring.

23. All buildings shall have portable fire extinguishers installed per Chapter 9 (CFC).

24. All buildings shall have a minimum of 12-inch-high address numbers as approved by the Stockton Fire Department.

25. Operational permits will be issued upon time of building occupancy.

26. Deferred submittals to the Fire Department shall include the following: underground fire services, overhead fire sprinkler systems, fire alarm and central

station monitoring systems, specialized fire suppression systems for cooking equipment.

27. ODS must provide adequate land area to meet the requirements of the City's Stormwater Quality Control Criteria Plan.

28. ODS must dedicate a 10-foot-wide City Water Easement for the City 12-inch water main that will be constructed on the project site.

29. The local flood management agency has made adequate progress (as defined in California Government Code section 65007) on the construction of a flood protection system that will result in flood protection equal to or greater than the urban level of flood protection in urban or urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in non-urbanized areas for property located within a flood hazard zone, intended to be protected by the system. Due to the adequate progress finding there are no building restrictions imposed on the project at this time. In accordance with SMC 16.90.020A(3), should the local flood management agency fail to make adequate progress on the construction of a flood protection system per California Government Code section 65007, the Applicant shall indicate flood protection compliance prior to issuance of a building permit for new construction within the project site.

The permit shall become void unless the required final map is submitted within 12 months of this permit being issued (SMC 16.120.080(D).)

PASSED, APPROVED, and ADOPTED: June 4, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
Interim City Clerk of the City of Stockton

OWNER :

SAM'S REAL ESTATE BUSINESS TRUST
MAILSTOP 0555
BENTONVILLE, AR 72716-0555

DEVELOPER :

MCNELLIS PARTNERS, LLC
7403 WINDING WAY
FAIR OAKS, CA 95628
ATTN: BETH WALTERS

APPLICANT :

RSC ENGINEERING, INC.
1420 ROCKY RIDGE DR., SUITE 150
ROSEVILLE, CA 95661
ATTN: JAI SINGH
(916) 788-2884

APN

066-020-040

EXISTING/PROPOSED LAND USE

SPANOS BUSINESS PARK

EXISTING/PROPOSED ZONING

MIXED USE

EXISTING CONTOURS

1' AND 5'
(SITELINE SURVEYING, DATED 2/1/2022)

EXISTING PARCEL

17.981± AC

FLOODPLAIN

FEMA ZONE X 06077C0295F
DATED 10/16/2009

RESULTANT PARCELS

PARCEL A:	1.431± AC
PARCEL B:	1.712± AC
PARCEL C:	2.027± AC
PARCEL D:	2.436± AC
PARCEL E:	1.263± AC
REMAINDER:	9.112± AC
TOTAL:	17.981± AC

NOTES:

1. NINE (9) TREES TO BE REMOVED
2. NO EXISTING STRUCTURE ON PROPERTY
3. PROPERTY IS NOT WITHIN THE 100 YEAR FLOODPLAIN
4. CROSS ACCESS ALLOWED BETWEEN PARCELS A, B, C, D AND E
5. CC&R'S FOR PRIVATE UTILITY EASEMENTS AND ACCESS EASEMENTS WILL BE RECORDED CONCURRENT WITH THE MAP
6. A 10' CITY WATER EASEMENT IS PROPOSED WITH THIS MAP.

LEGEND

- EXISTING PARCEL LINE
- EXISTING EASEMENTS
- PROPOSED PARCEL LINE
- EXISTING RIGHT OF WAY
- EXISTING 5' CONTOUR INTERVAL
- EXISTING 1' CONTOUR INTERVAL
- EXISTING 60 dB NOISE CONTOUR (APPROXIMATE)
- OH-ELEC — EXISTING OVERHEAD ELECTRICAL LINES

TREE DATA

FIELD TAG #	SPECIES BOTANICAL NAME	DHB	CANOPY RADIUS	TO BE REMOVED
2360	PLATANUS RACEMOSA	15	22	NO
2361	PLATANUS RACEMOSA	16	19	NO
2362	PLATANUS RACEMOSA	14	18	NO
2363	PLATANUS RACEMOSA	14	19	NO
2364	PLATANUS RACEMOSA	12	16	NO
2365	PLATANUS RACEMOSA	11	17	NO
2366	PLATANUS X HISPANICA	10	14	NO
2367	CERCIS CANADENSIS	5	9	NO
2368	PLATANUS X HISPANICA	8	10	NO
2369	CERCIS CANADENSIS	5	11	NO
2370	PLATANUS X HISPANICA	8	11	NO
2371	PLATANUS X HISPANICA	8	12	NO
2372	PLATANUS X HISPANICA	6	9	NO
2373	PLATANUS X HISPANICA	5	8	NO
2374	ZELCOVA SERRATA	13	17	NO
2375	ZELCOVA SERRATA	17	22	NO
2376	ZELCOVA SERRATA	11	21	NO
2377	ZELCOVA SERRATA	18	24	NO
2378	ZELCOVA SERRATA	17	26	**YES**
2379	ZELCOVA SERRATA	16	23	**YES**
2380	ZELCOVA SERRATA	17	24	NO
2381	ZELCOVA SERRATA	16	25	NO
2382	ZELCOVA SERRATA	14	24	NO
2885	BRADFORD PEAR	13	14	**YES**
2886	BRADFORD PEAR	9	10	**YES**
2887	BRADFORD PEAR	10	11	**YES**
2888	BRADFORD PEAR	10	13	**YES**
2889	BRADFORD PEAR	8.5	12	**YES**
2890	BRADFORD PEAR	9	13	**YES**
2891	BRADFORD PEAR	14	16	**YES**

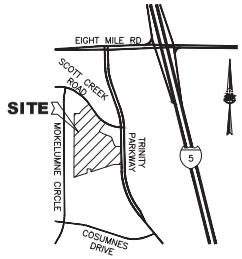
LEGAL DESCRIPTION

PARCEL ONE:

PARCEL 1 AS SHOWN AND DELINEATED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD OCTOBER 20, 2004 IN BOOK OF PARCEL MAPS, BOOK 23, PAGE 62, SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED 49% OF ALL OIL GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND TO THE ABOVE DESCRIBED REAL PROPERTY WITHOUT THE RIGHT TO EXPLORE AND EXTRACT OIL, GAS AND MINERALS ON AND FROM SAID PROPERTY AS RESERVED UNTO WILLIAM H. MOFFAT, JR. IN DEED EXECUTED BY WILLIAM H. MOFFAT, JR. AND ADRIENNE M. PROVO, ET AL RECORDED MAY 11, 1984 RECORDER'S INSTRUMENT NO. 84033226, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL (REMAINING) OIL GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BENEATH THE SURFACE OF SAID LAND WITHOUT THE RIGHT OF SURFACE ENTRY AS CONVEYED TO A. G. SPANOS SPECIALTY CAPITAL INC., A CALIFORNIA CORPORATION BY DEED RECORDED NOVEMBER 20, 1990 RECORDER'S INSTRUMENT NO. 90113634, SAN JOAQUIN COUNTY RECORDS.



VICINITY MAP
NOT TO SCALE

FILED AS A TENTATIVE MAP THIS _____ DAY OF _____, 2024

FEE $_____

_____
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED BY THE CITY ENGINEER OF THE CITY OF STOCKTON, THIS _____ DAY OF _____, 2024

_____
CITY ENGINEER

APPROVED BY THIS PLANNING COMMISSION THIS _____ DAY OF _____, 2024

_____
CHAIRMAN

EXHIBIT 1

REV. NO.	DATE	DESCRIPTION	INIT.	BY	DATE CITY APPROVED
△					
△					
△					
△					
△					

REGISTERED PROFESSIONAL ENGINEER
JAIRAJ SINGH
No.62091
Sept. 30, 2025
CIVIL
STATE OF CALIFORNIA

RSC ENGINEERING
1420 Rocky Ridge Drive, Suite 150
Roseville, CA 95661
Ph: 916.788.2884 Fax: 916.788.4408

PROJECT NO:	293-001
DRAWN BY:	RSC Eng
CHECKED BY:	RSC Eng
DESIGNED BY:	RSC Eng

TRINITY PARKWAY RETAIL
CITY OF STOCKTON
TENTATIVE PARCEL MAP XXXX

10505 TRINITY PARKWAY
STOCKTON, CA 95219

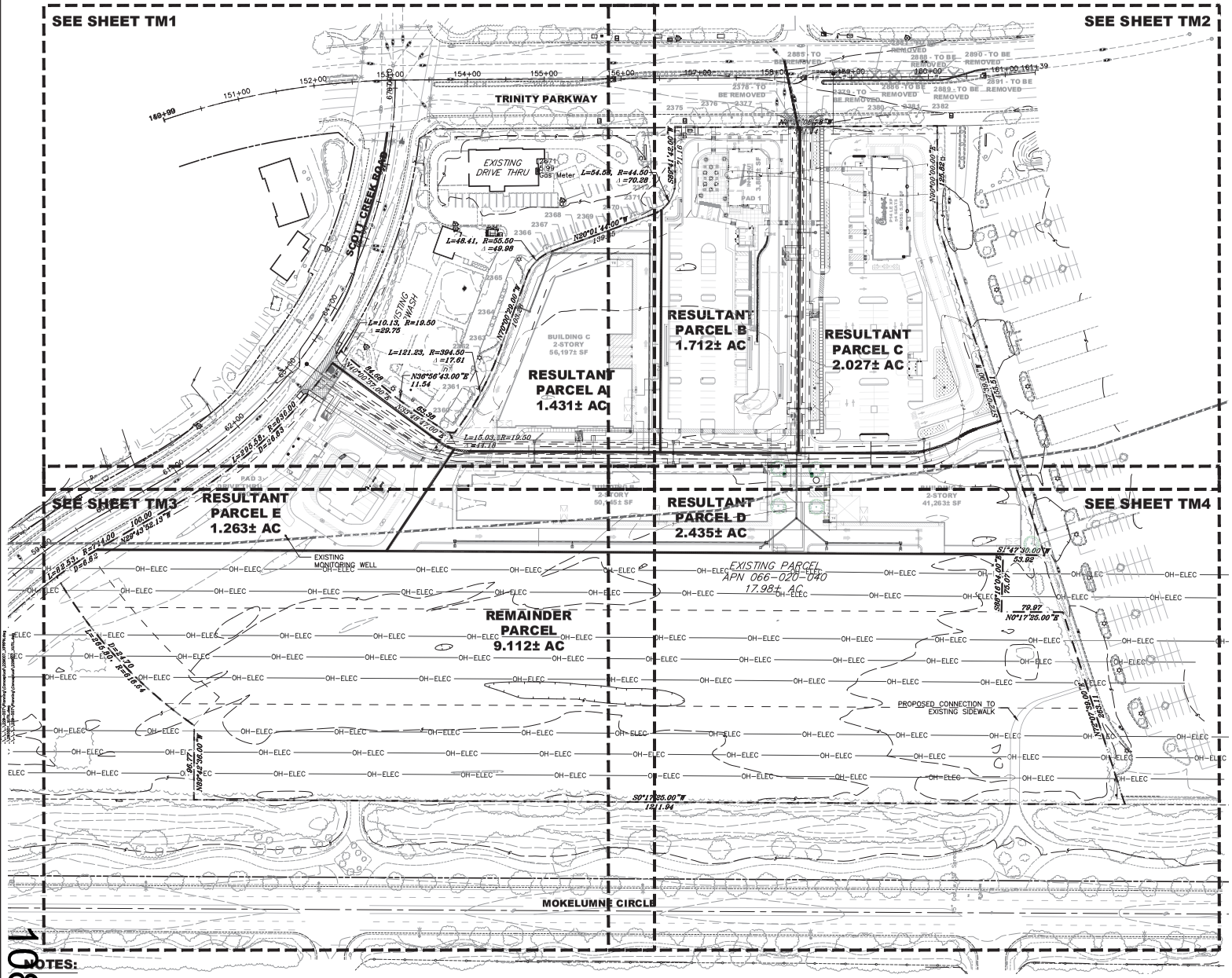
SHEET TITLE
COVER SHEET

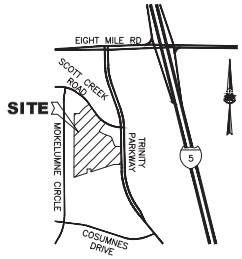
SHEET NO.
CV
1 OF **6**

DATE: FEBRUARY 7, 2024

1086

EXHIBIT 1





VICINITY MAP
NOT TO SCALE

OWNER :

SAM'S REAL ESTATE BUSINESS TRUST
MAILSTOP 0555
BENTONVILLE, AR 72716-0555

DEVELOPER :

MCNELLIS PARTNERS, LLC
7403 WINDING WAY
FAIR OAKS, CA 95628
ATTN: BETH WALTERS

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1420 ROCKY RIDGE DR., SUITE 150
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APN

066-020-040

EXISTING/PROPOSED LAND USE

SPANOS BUSINESS PARK

EXISTING/PROPOSED ZONING

MIXED USE

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1' AND 5'
(SITELINE SURVEYING, DATED 2/1/2022)

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FEMA ZONE X 06077C0295F
DATED 10/16/2009

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- OH-ELEC EXISTING OVERHEAD ELECTRICAL LINES

1 inch = 60 ft.

NOTES:

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JAYRAJ SINGH
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Sept. 30, 2025
CIVIL
STATE OF CALIFORNIA

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TRINITY PARKWAY RETAIL
CITY OF STOCKTON
TENTATIVE PARCEL MAP XXXX
10505 TRINITY PARKWAY
STOCKTON, CA 95219

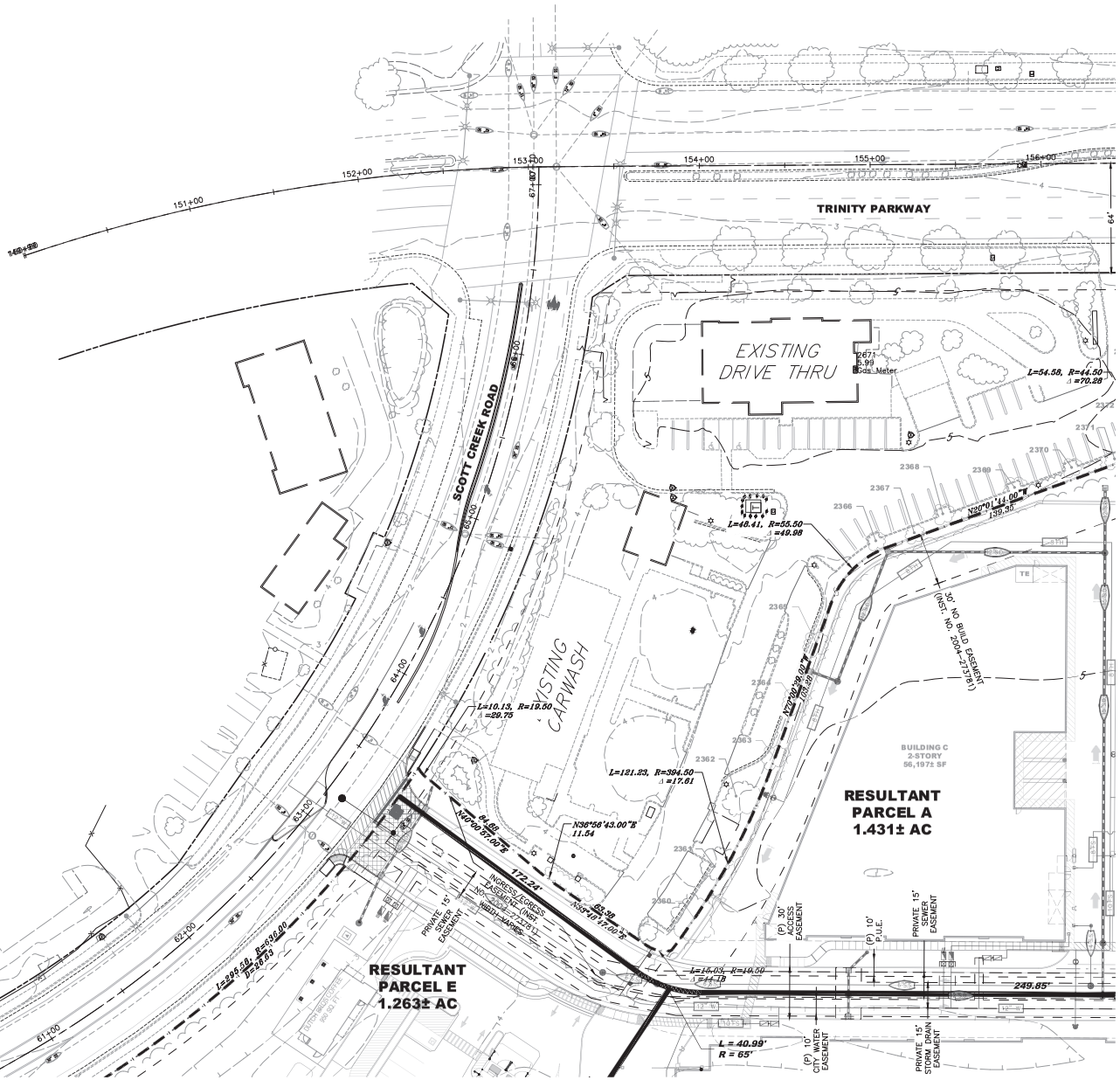
SHEET TITLE
TENTATIVE PARCEL MAP

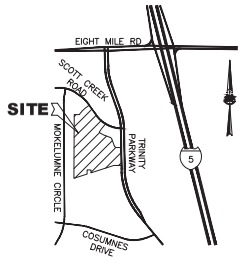
SHEET NO.
TM
2 OF **6**

DATE: FEBRUARY 7, 2024

1087

EXHIBIT 1





VICINITY MAP
NOT TO SCALE

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REGISTERED PROFESSIONAL ENGINEER JAIRAJ SINGH No.62091 Sept. 30, 2025 CIVIL STATE OF CALIFORNIA

RSC ENGINEERING
1420 Rocky Ridge Drive, Suite 150
Roseville, CA 95661
Ph: 916.788.2884 Fax: 916.788.4408

PROJECT NO:	293-001
DRAWN BY:	RSC Eng
CHECKED BY:	RSC Eng
DESIGNED BY:	RSC Eng

TRINITY PARKWAY RETAIL
CITY OF STOCKTON
TENTATIVE PARCEL MAP XXXX

10505 TRINITY PARKWAY
STOCKTON, CA 95219

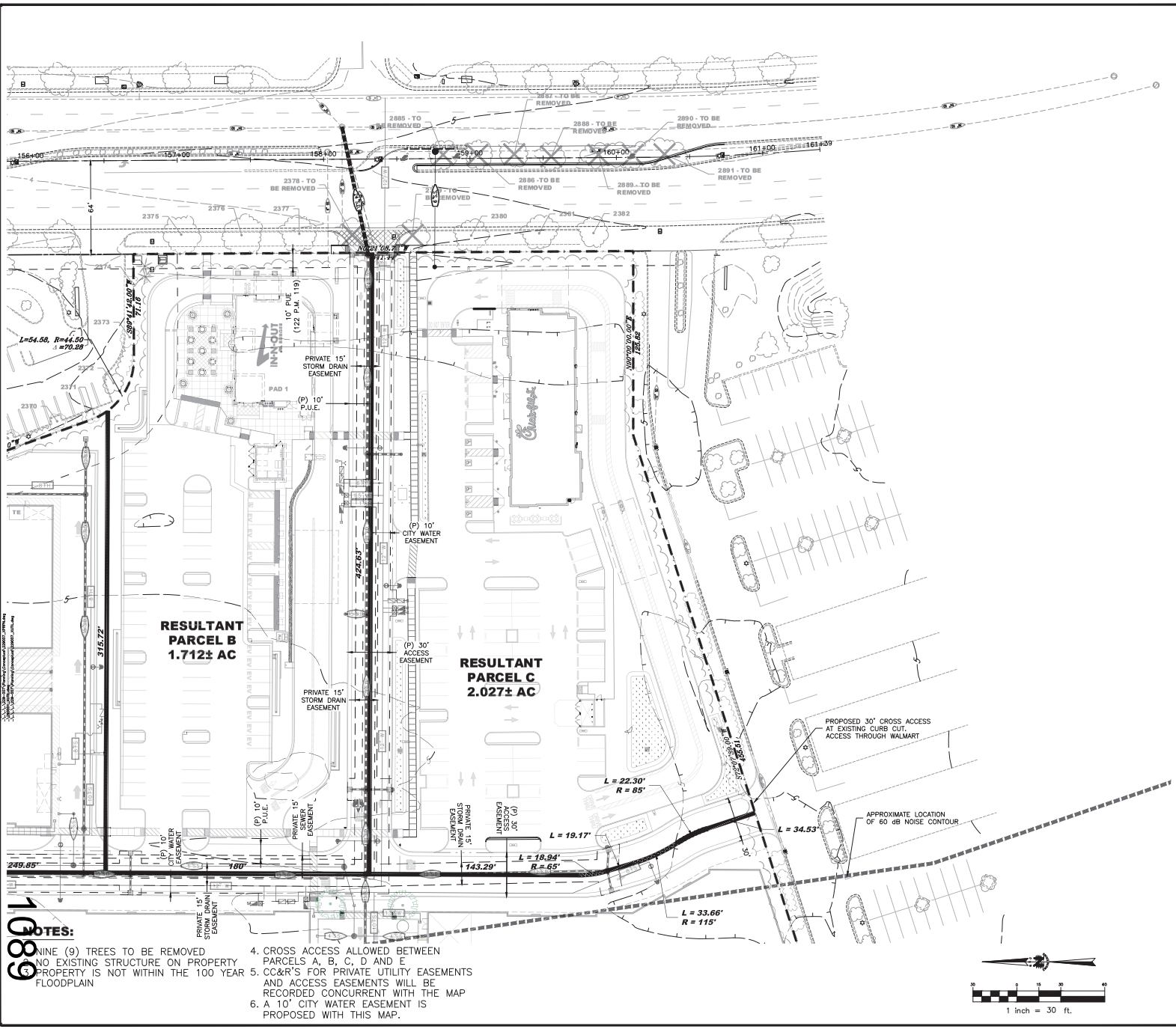
SHEET TITLE
TENTATIVE PARCEL MAP

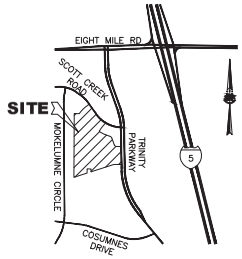
SHEET NO.
TM1
3 OF **6**

DATE: FEBRUARY 7, 2024

1088

EXHIBIT 1





VICINITY MAP
NOT TO SCALE

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APN

066-020-040

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EXISTING/PROPOSED ZONING

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- OH-ELEC — EXISTING OVERHEAD ELECTRICAL LINES

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REV. NO.	DATE	DESCRIPTION	BY	DATE CITY APPROVED

REGISTERED PROFESSIONAL ENGINEER JAIRAJ SINGH No.62091 Sept. 30, 2025 CIVIL STATE OF CALIFORNIA

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TRINITY PARKWAY RETAIL
CITY OF STOCKTON
TENTATIVE PARCEL MAP XXXX

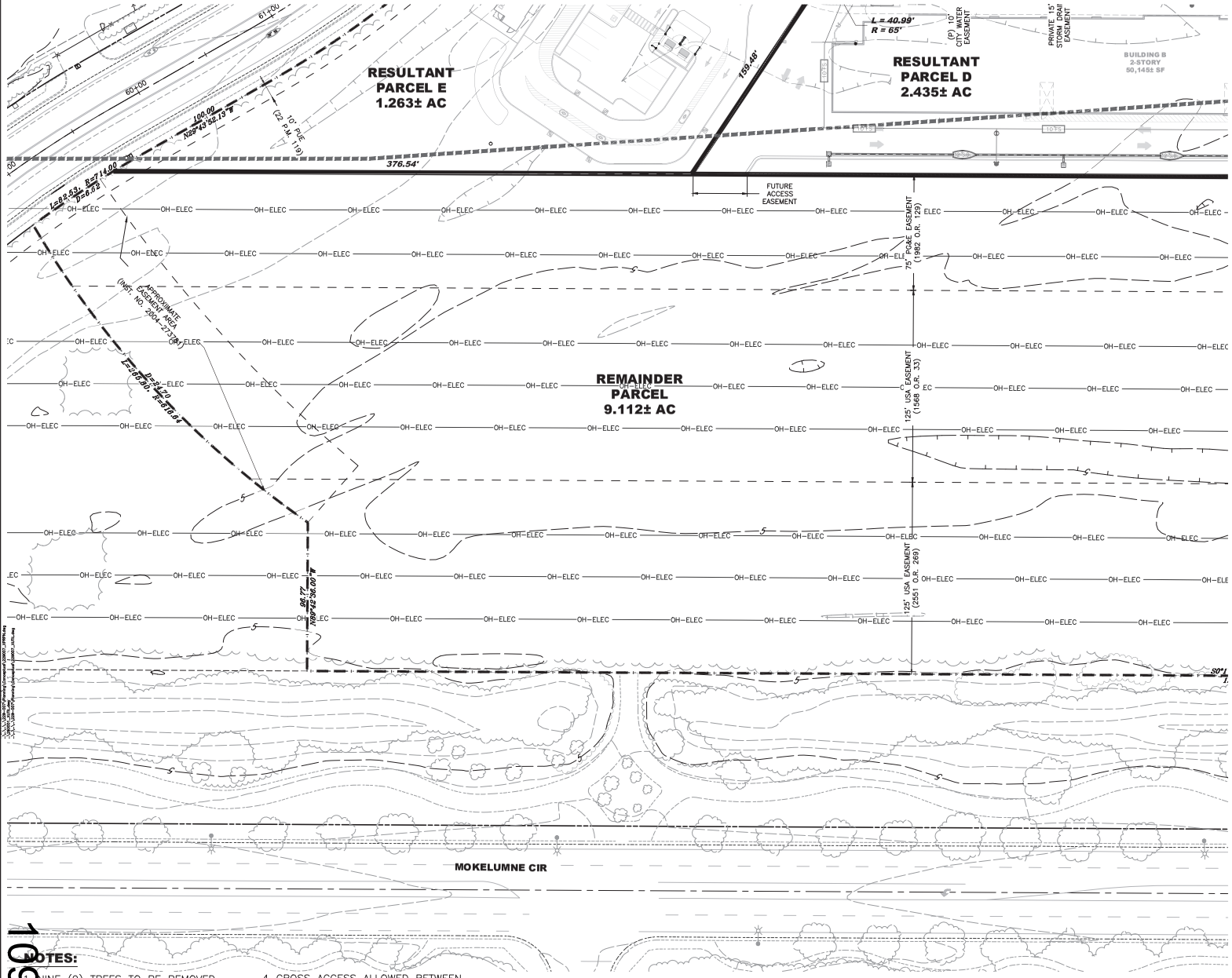
10505 TRINITY PARKWAY
STOCKTON, CA 95219

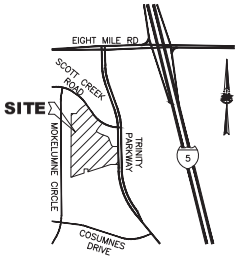
SHEET TITLE
TENTATIVE PARCEL MAP

SHEET NO.
TM2
4 OF **6**

DATE: FEBRUARY 7, 2024

EXHIBIT 1





VICINITY MAP
NOT TO SCALE

OWNER :

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MAILSTOP 0555
BENTONVILLE, AR 72716-0555

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APN

066-020-040

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EXISTING/PROPOSED ZONING

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1 inch = 30 ft.

REV NO.	DATE	DESCRIPTION	ENG INT.	BY	DATE

REGISTERED PROFESSIONAL ENGINEER JAYRAJ SINGH No.62091 Sept. 30, 2025 CIVIL STATE OF CALIFORNIA

RSC ENGINEERING
1420 Rocky Ridge Drive, Suite 150
Roseville, CA 95661
Ph:916.788.2884 Fax:916.788.4408

PROJECT NO: 293-001
DRAWN BY: RSC Eng
CHECKED BY: RSC Eng
DESIGNED BY: RSC Eng

TRINITY PARKWAY RETAIL
CITY OF STOCKTON
TENTATIVE PARCEL MAP XXXX
10505 TRINITY PARKWAY
STOCKTON, CA 95219

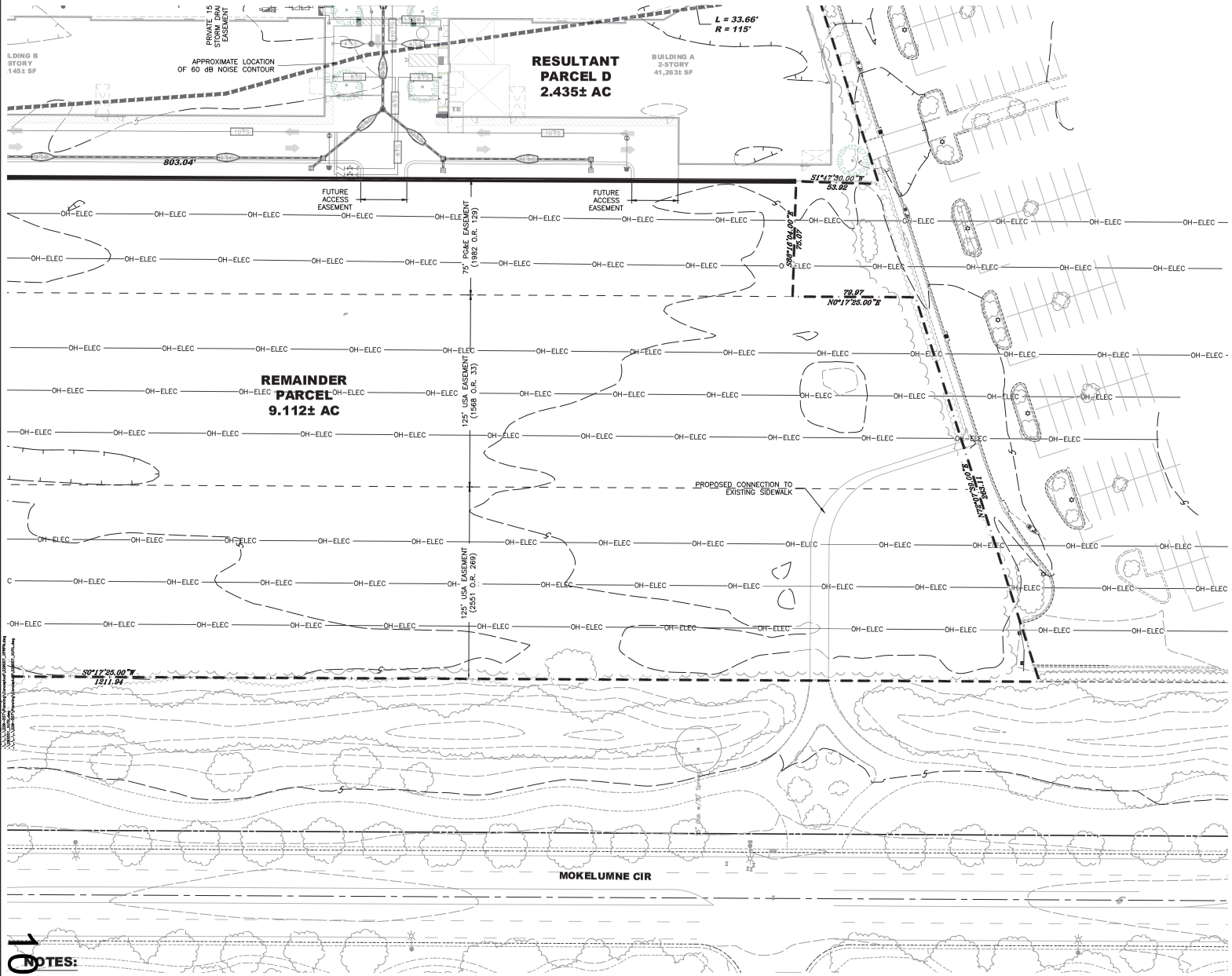
SHEET TITLE
TENTATIVE PARCEL MAP

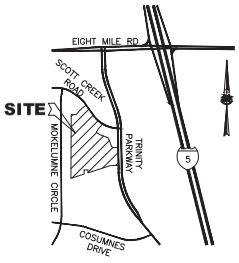
SHEET NO.
TM3
5 OF 6

DATE: FEBRUARY 7, 2024

1090

EXHIBIT 1





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NOTES:

1. NINE (9) TREES TO BE REMOVED
2. NO EXISTING STRUCTURE ON PROPERTY
3. PROPERTY IS NOT WITHIN THE 100 YEAR FLOODPLAIN
4. CROSS ACCESS ALLOWED BETWEEN PARCELS A, B, C, D AND E
5. CC&R'S FOR PRIVATE UTILITY EASEMENTS AND ACCESS EASEMENTS WILL BE RECORDED CONCURRENT WITH THE MAP
6. A 10' CITY WATER EASEMENT IS PROPOSED WITH THIS MAP.

1 inch = 30 ft.

REV NO.	DATE	DESCRIPTION	ENG INT.	BY	DATE	CITY APPROVED
△						
△						
△						
△						
△						

REGISTERED PROFESSIONAL ENGINEER
JAYRAJ SINGH
No.62091
Sept. 30, 2025
CIVIL
STATE OF CALIFORNIA

RSC ENGINEERING
1420 Rocky Ridge Drive, Suite 150
Roseville, CA 95661
Ph:916.788.2884 Fax:916.788.4408

PROJECT NO:	293-001
DRAWN BY:	RSC Eng
CHECKED BY:	RSC Eng
DESIGNED BY:	RSC Eng

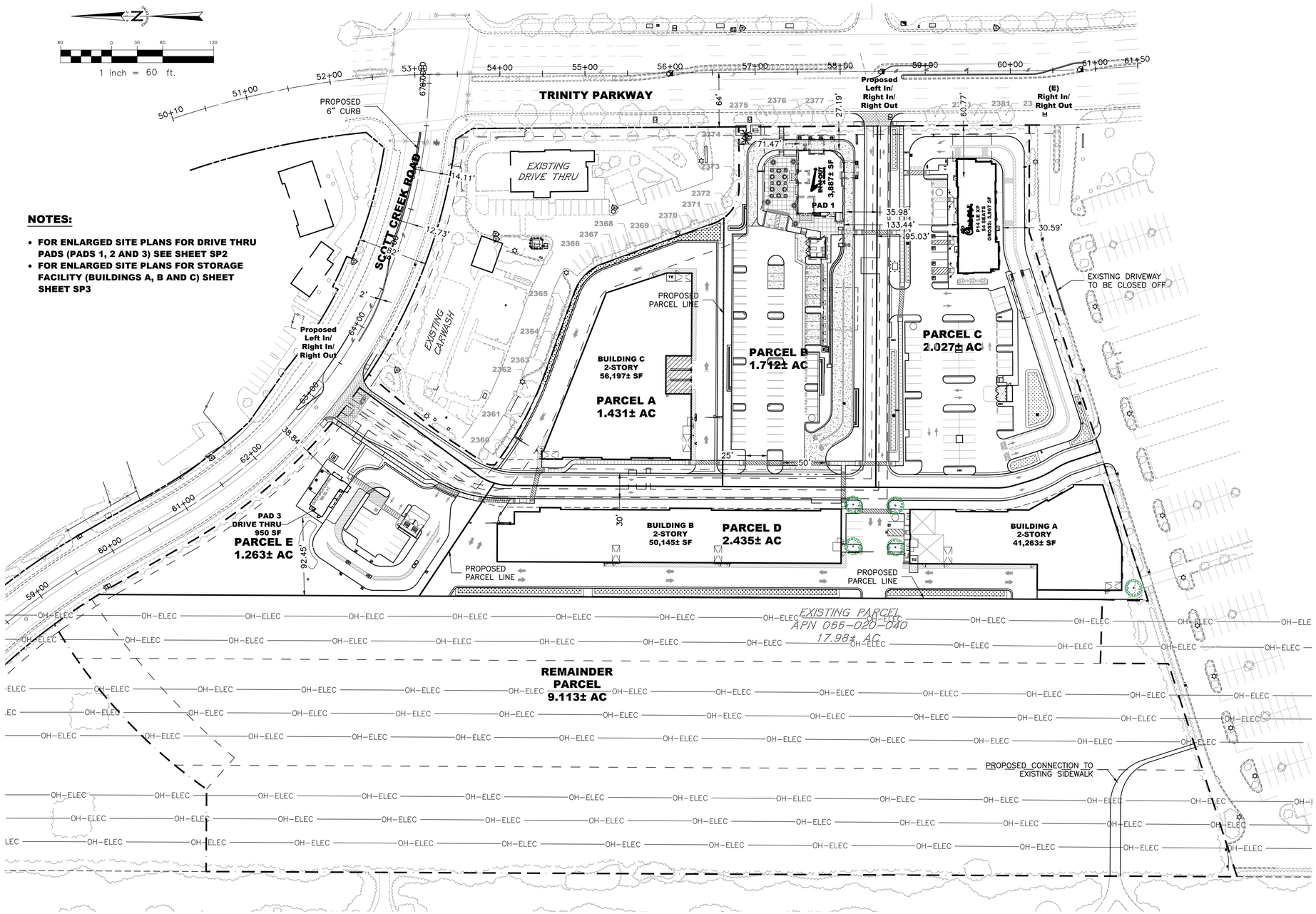
TRINITY PARKWAY RETAIL
CITY OF STOCKTON
TENTATIVE PARCEL MAP XXXX
10505 TRINITY PARKWAY
STOCKTON, CA 95219

SHEET TITLE
TENTATIVE PARCEL MAP

SHEET NO.
TM4
6 OF 6

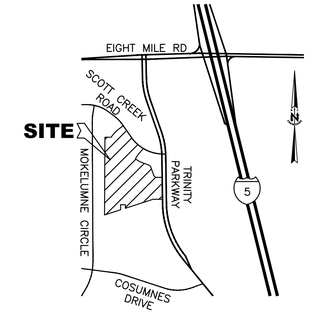
DATE: FEBRUARY 7, 2024

1091



NOTES:

- FOR ENLARGED SITE PLANS FOR DRIVE THRU PADS (PADS 1, 2 AND 3) SEE SHEET SP2
- FOR ENLARGED SITE PLANS FOR STORAGE FACILITY (BUILDINGS A, B AND C) SHEET SHEET SP3



VICINITY MAP
NOT TO SCALE

OWNER :

SAM'S REAL ESTATE BUSINESS TRUST
MAILSTOP 0555
BENTONVILLE, AR 72716-0555

DEVELOPER :

MCNELLIS PARTNERS, LLC
7403 WINDING WAY
FAIR OAKS, CA 95628
ATTN: BETH WALTERS
BETH@MCNELLIS.COM
(916) 436-2500

APPLICANT :

RSC ENGINEERING, INC.
1420 ROCKY RIDGE DR., SUITE 150
ROSEVILLE, CA 95661
ATTN: JAI SINGH
J.SINGH@RSC-ENGR.COM
(916) 788-2884

APN

066-020-040

EXISTING/PROPOSED LAND USE

SPANOS BUSINESS PARK

EXISTING/PROPOSED ZONING

MIXED USE

EXISTING PARCEL SIZE

783,239± SF/17.981± AC

BUILDING SIZES

PAD 1 DRIVE-THRU:	3,887± SF
PAD 2 DRIVE-THRU:	5,967± SF
PAD 3 DRIVE-THRU:	950± SF
TOTAL:	10,804± SF
BUILDING A:	41,263± SF
BUILDING B:	50,145± SF
BUILDING C:	56,197± SF
TOTAL:	147,605± SF
(1ST FLOOR AREA:	74,370± SF)
OVERALL TOTAL:	158,409± SF

LOT COVERAGE

10.87% (85,174± SF/783,239± SF)

OVERALL PARKING REQUIRED

DRIVE THRU
108 STALLS (5 ACCESSIBLE, 25 EV)
CITY OF STOCKTON CODE: 1 STALL/100 SF

STORAGE
4 STALLS (1 ACCESSIBLE, 0 EV)
PER CITY OF STOCKTON CODE 16.64.040

LEGEND

- EXISTING PARCEL LINE
- EXISTING EASEMENTS
- PROPOSED PARCEL LINE
- EXISTING RIGHT OF WAY

REV. NO.	DATE	DESCRIPTION	ENG INC.	BY	CITY APPROVED	DATE

REVIEW ONLY NOT FOR CONSTRUCTION

RSC ENGINEERING
1420 Rocky Ridge Drive, Suite 150
Roseville, CA 95661
Ph: 916.788.2884 Fax: 916.788.4408

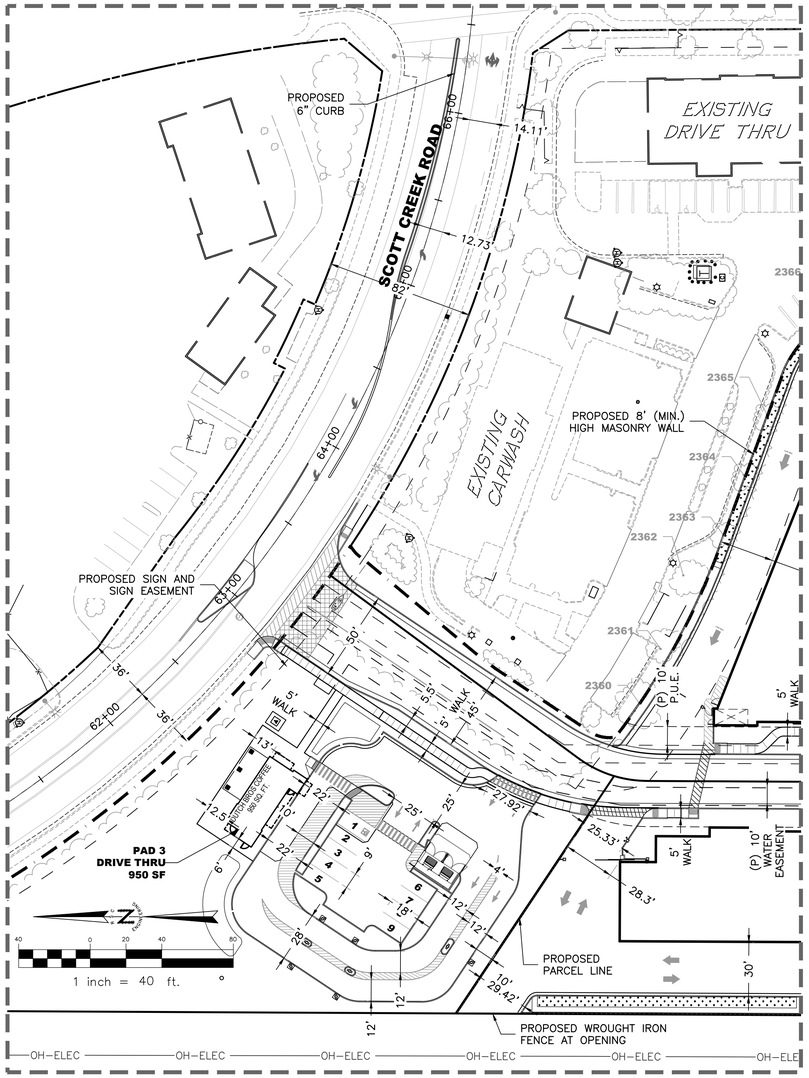
PROJECT NO:	293-001
DRAWN BY:	RSC Eng
CHECKED BY:	RSC Eng
DESIGNED BY:	RSC Eng

PRELIMINARY SITE PLAN FOR TRINITY PARKWAY RETAIL
10505 TRINITY PARKWAY STOCKTON, CA 95219

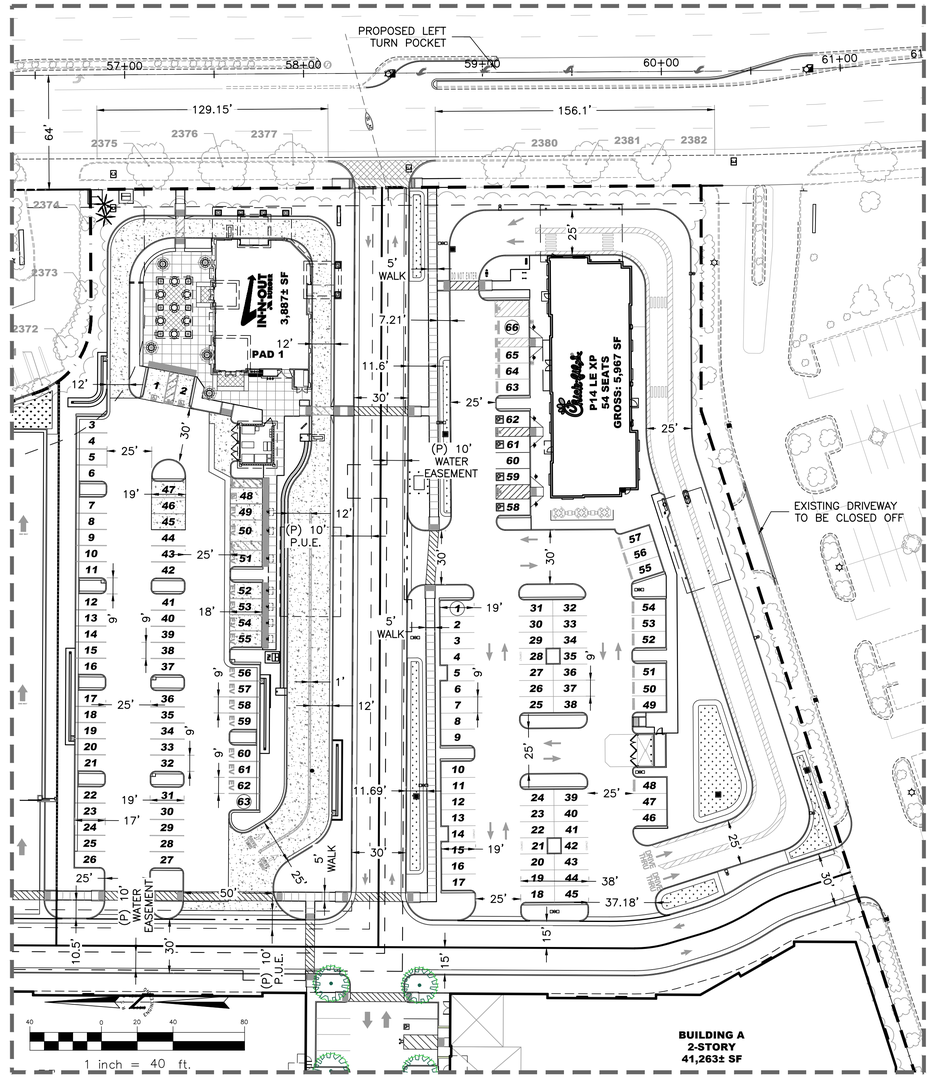
SHEET TITLE
PRELIMINARY SITE PLAN

SHEET NO.
SP1
1 OF **12**

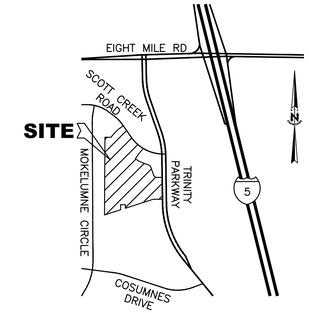
DATE: JANUARY 19, 2024



1 **PAD 3 ENLARGED SITE PLAN**
SCALE: 1" = 40'



2 **PAD 1 AND 2 ENLARGED SITE PLAN**
SCALE: 1" = 40'



VICINITY MAP
NOT TO SCALE

OWNER :

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MAILSTOP 0555
BENTONVILLE, AR 72716-0555

DEVELOPER :

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APN

066-020-040

EXISTING/PROPOSED LAND USE

SPANOS BUSINESS PARK

EXISTING/PROPOSED ZONING

MIXED USE

EXISTING PARCEL SIZE

783,239± SF/17.981± AC

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108 STALLS (5 ACCESSIBLE, 25 EV)
CITY OF STOCKTON CODE: 1 STALL/100 SF

STORAGE
4 STALLS (1 ACCESSIBLE, 0 EV)
PER CITY OF STOCKTON CODE 16.64.040

DRIVE THRU PARKING ANALYSIS

PAD 1 DRIVE THRU

STANDARD:	46 STALLS
ACCESSIBLE:	3 STALLS
ELECTRIC VEHICLE:	14 STALLS
TOTAL STALLS:	63 STALLS

PAD 2 DRIVE THRU

STANDARD:	42 STALLS
COMPACT:	6 STALLS
ACCESSIBLE:	4 STALLS
ELECTRIC VEHICLE:	14 STALLS
TOTAL STALLS:	66 STALLS

PAD 3 DRIVE THRU

STANDARD:	8 STALLS
ACCESSIBLE:	1 STALLS
TOTAL STALLS:	9 STALLS

TOTAL PARKING

STANDARD:	96 STALLS
COMPACT:	6 STALLS
ACCESSIBLE:	8 STALLS
ELECTRIC VEHICLE:	32 STALLS
TOTAL STALLS:	142 STALLS

LEGEND

- EXISTING PARCEL LINE
- EXISTING EASEMENTS
- PROPOSED PARCEL LINE
- EXISTING RIGHT OF WAY
- ## PARKING STALL COUNT

REV. NO.	DATE	DESCRIPTION	ENG INC.	BY	CITY APPROVED	DATE

REVIEW ONLY NOT FOR CONSTRUCTION

RSC ENGINEERING
1420 Rocky Ridge Drive, Suite 150
Roseville, CA 95661
Ph: 916.788.2884 Fax: 916.788.4408

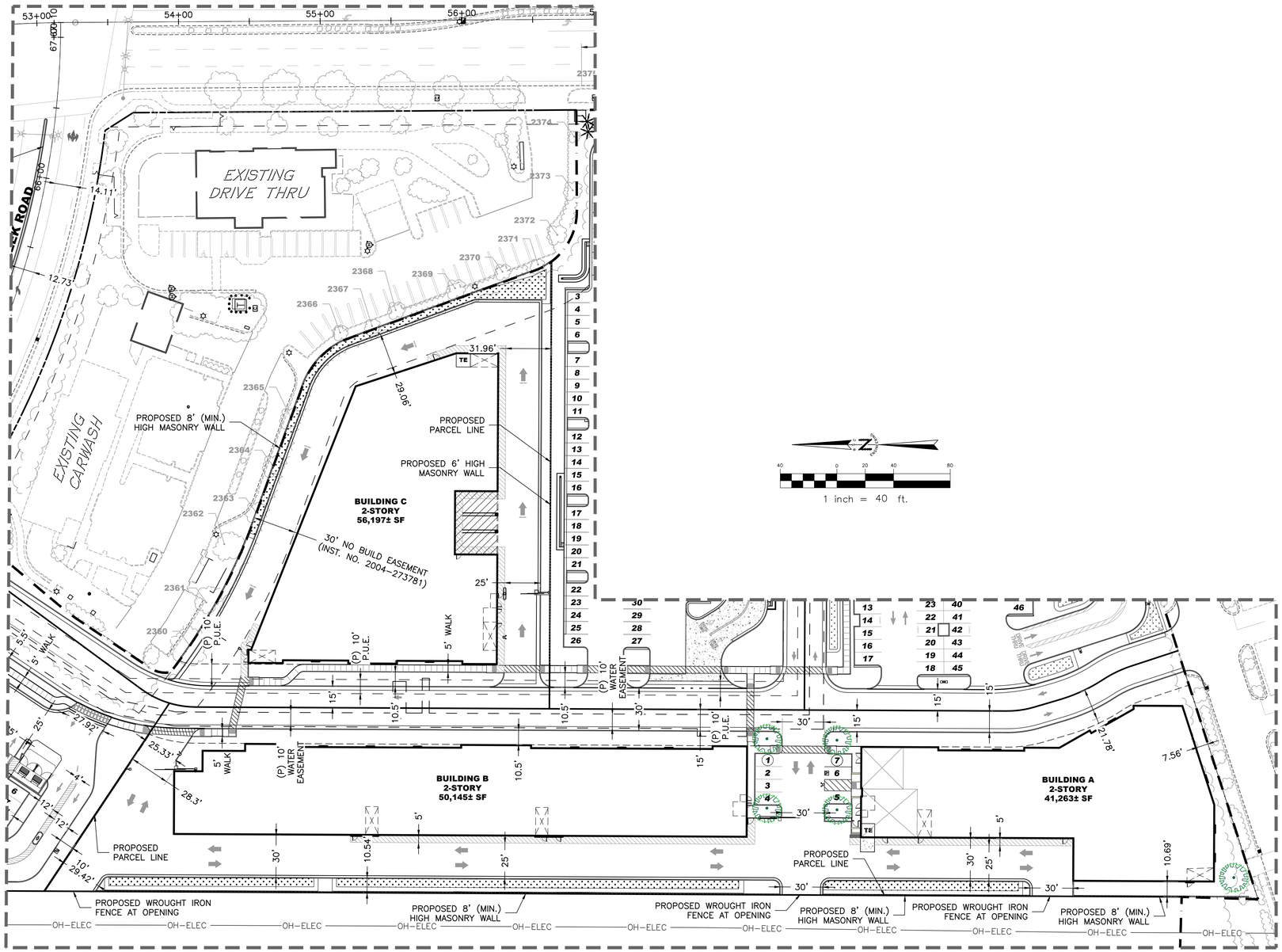
PROJECT NO:	293-001
DRAWN BY:	RSC Eng
CHECKED BY:	RSC Eng
DESIGNED BY:	RSC Eng

PRELIMINARY SITE PLAN FOR TRINITY PARKWAY RETAIL
10505 TRINITY PARKWAY STOCKTON, CA 95219

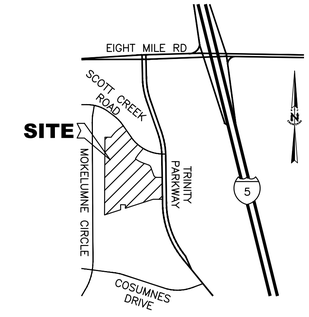
SHEET TITLE
PRELIMINARY SITE PLAN

SHEET NO.
SP2
2 OF **12**

DATE: JANUARY 19, 2024



1 **BUILDINGS A, B AND C ENLARGED SITE PLAN**
SCALE: 1" = 40'



VICINITY MAP
NOT TO SCALE

OWNER :

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DEVELOPER :

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ATTN: JAI SINGH
J.SINGH@RSC-ENGR.COM
(916) 788-2884

APN

066-020-040

EXISTING/PROPOSED LAND USE

SPANOS BUSINESS PARK

EXISTING/PROPOSED ZONING

MIXED USE

EXISTING PARCEL SIZE

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DRIVE THRU
108 STALLS (5 ACCESSIBLE, 25 EV)
CITY OF STOCKTON CODE: 1 STALL/100 SF

STORAGE
4 STALLS (1 ACCESSIBLE, 0 EV)
PER CITY OF STOCKTON CODE 16.64.040

STORAGE PARKING ANALYSIS

TOTAL BUILDING AREA:	157,188 SF
STANDARD:	6 STALLS
ACCESSIBLE:	1 STALLS
TOTAL STALLS:	7 STALLS
STALLS REQUIRED:	4 STALLS

(PER CITY CODE 16.64.040)

LEGEND

- EXISTING PARCEL LINE
- EXISTING EASEMENTS
- PROPOSED PARCEL LINE
- EXISTING RIGHT OF WAY
- ## PARKING STALL COUNT

REV. NO.	DATE	DESCRIPTION	ENG INI.	BY	CITY APPROVED	DATE

REVIEW ONLY NOT FOR CONSTRUCTION

RSC ENGINEERING
1420 Rocky Ridge Drive, Suite 150
Roseville, CA 95661
Ph: 916.788.2884 Fax: 916.788.4408

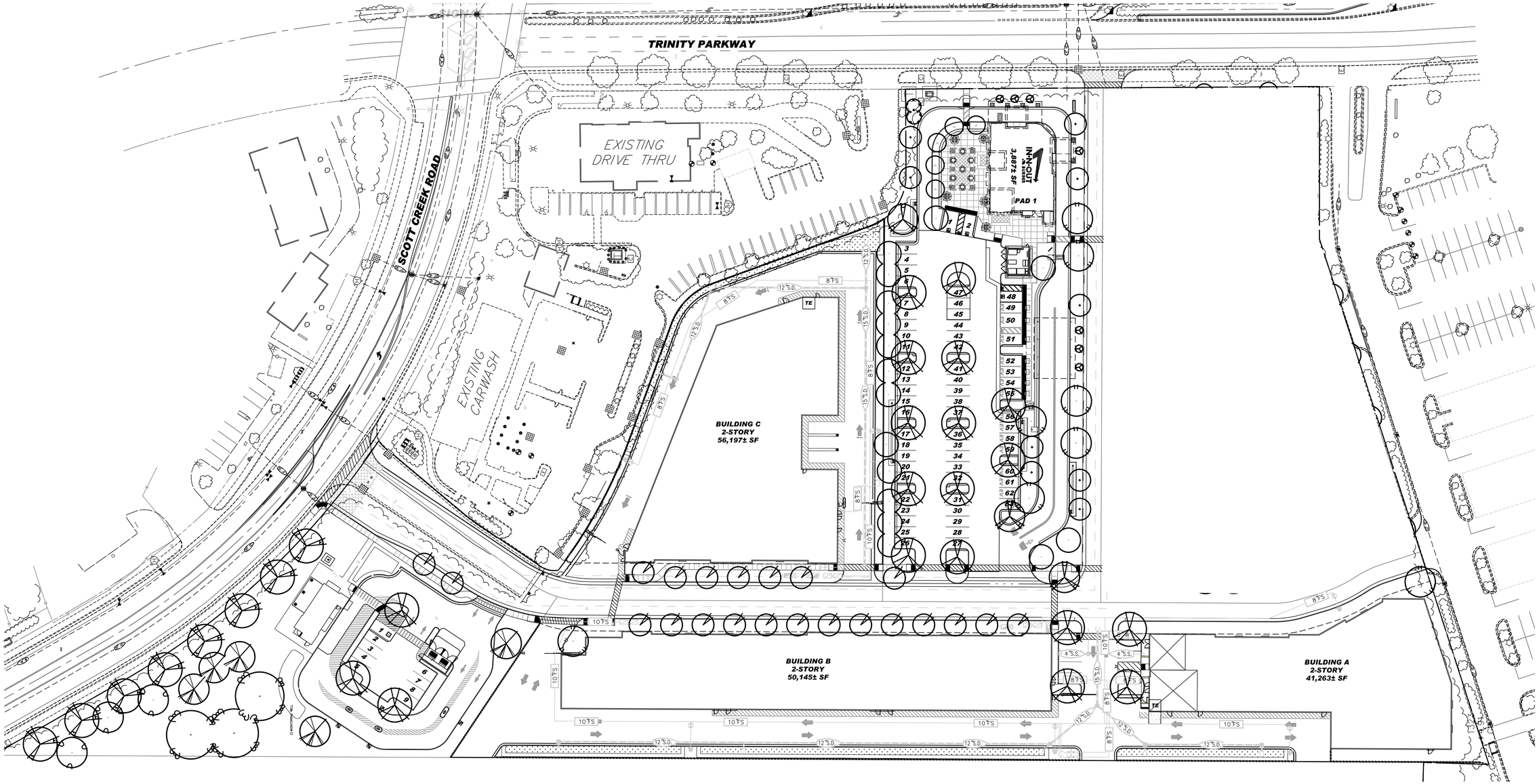
PROJECT NO:	293-001
DRAWN BY:	RSC Eng
CHECKED BY:	RSC Eng
DESIGNED BY:	RSC Eng

PRELIMINARY SITE PLAN FOR TRINITY PARKWAY RETAIL
10505 TRINITY PARKWAY STOCKTON, CA 95219

SHEET TITLE
PRELIMINARY SITE PLAN

SHEET NO.
SP3
3 OF **12**

DATE: JANUARY 19, 2024



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	ACA STE	13	Acacia stenophylla / Shoestring Acacia	24" box
	ACE RHR	7	Acer palmatum 'Rhode Island Red' / Rhode Island Red Japanese Maple	24" box
	ARB MIY	13	Arbutus x 'Marina' / Marina Strawberry Tree	24" box
	CAL DEC	5	Calocedrus decurrens / Incense Cedar	15 gal
	CER FOR	24	Cercis canadensis 'Forest Pansy' / Forest Pansy Eastern Redbud	24" box
	CER HEA	8	Cercis canadensis 'Hearts of Gold' / Hearts of Gold Eastern Redbud	24" box
	LAG NAT	25	Lagerstroemia indica x fauriei 'Natchez' / Natchez Crape Myrtle	15 gal
	LIQ ROT	3	Liquidambar styraciflua 'Rotundiloba' / Round-Lobed Sweet Gum	15 gal
	OLE WIL	6	Olea europaea 'Wilsonii' / Wilson Olive	24" box
	PIS RED	32	Pistacia x 'Red Push' / Red Push Pistache	24" box
	PLA COL	8	Platanus x acerifolia 'Columbia' / Columbia London Plane Tree	15 gal
	QUE LOB	3	Quercus lobata / Valley Oak	24" box
	WAS ROB	2	Washingtonia robusta / Mexican Fan Palm	20' CBT
	ZEL VIL	8	Zelkova serrata 'Village Green' / Village Green Japanese Zelkova	15 gal

SEE SHEET L1.2 FOR COMPLETE PLANT SCHEDULE

"I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN"

SIGNATURE 12/1/23 DATE

0' 40' 80' 160'
SCALE: 1"=40'-0"

NORTH

YAMASAKI
LANDSCAPE ARCHITECTURE
1223 HIGH STREET, AUBURN, CA 95603
(530) 885-0040
FAX (530) 885-0042

REV. NO.	DATE	DESCRIPTION	ENG INT.	BY	DATE
					CITY APPROVED

REVIEW ONLY NOT FOR CONSTRUCTION

RSC ENGINEERING
1420 Rocky Ridge Drive, Suite 150
Roseville, CA 95661
Ph: 916.788.2884 Fax: 916.788.4408

PROJECT NO: 293-001
DRAWN BY: JMA
CHECKED BY: BJP
DESIGNED BY: JMA

PRELIMINARY SITE PLAN FOR TRINITY PARKWAY RETAIL
10505 TRINITY PARKWAY STOCKTON, CA 95219

SHEET TITLE
PRELIMINARY PLANTING PLAN

SHEET NO.
L1.1
OF **11**

DATE: OCTOBER 13, 2023

DRAWING: S:\Proj\Trinity Parkway Commercial\DWG\L\001\PC PL.dwg
USER: JMARTIN
LAST SAVED: Aug 16, 23 - 11:12
PLOT DATE: Nov 30, 2023 - 4:30:54 PM

PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	SIZE
	ACA STE	Acacia stenophylla / Shoestring Acacia	24" box
	ACE RHR	Acer palmatum 'Rhode Island Red' / Rhode Island Red Japanese Maple	24" box
	ARB MIY	Arbutus x 'Marina' / Marina Strawberry Tree	24" box
	CAL DEC	Calocedrus decurrens / Incense Cedar	15 gal
	CER FOR	Cercis canadensis 'Forest Pansy' / Forest Pansy Eastern Redbud	24" box
	CER HEA	Cercis canadensis 'Hearts of Gold' / Hearts of Gold Eastern Redbud	24" box
	LAG NAT	Lagerstroemia indica x fauriei 'Natchez' / Natchez Crape Myrtle	15 gal
	LIQ ROT	Liquidambar styraciflua 'Rotundiloba' / Round-Lobed Sweet Gum	15 gal
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	QUE LOB	Quercus lobata / Valley Oak	24" box
	WAS ROB	Washingtonia robusta / Mexican Fan Palm	20' CBT
	ZEL VIL	Zelkova serrata 'Village Green' / Village Green Japanese Zelkova	15 gal

POTENTIAL SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE
	AZA IND	Azalea indica 'Alaska' / Alaska Indica Azalea	5 gal
	AZA HDD	Azalea indica 'Happy Days' / Happy Days Indica Azalea	5 gal
	BOU BLO	Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama	5 gal
	CAL LJN	Callistemon viminalis 'Little John' / Little John Weeping Bottlebrush	5 gal
	DIA LRV	Dianella revoluta 'DR5000' / Little Rev± Flax Lily	5 gal
	EUO SIL	Euonymus japonicus 'Silver King' / Silver King Euonymus	5 gal
	GRE NOE	Grevillea x 'Noellii' / Noel Grevillea	5 gal
	MAH SOF	Mahonia eurybracteata 'Soft Caress' / Mahonia Soft Caress	5 gal
	NAN LEM	Nandina domestica 'Lemon Lime' / Lemon Lime Nandina	5 gal
	NAN OBS	Nandina domestica 'Obsession†' / Heavenly Bamboo	5 gal
	PER ATR	Perovskia atriplicifolia / Russian Sage	5 gal
	PHO BRO	Phormium tenax 'Bronze Baby' / Bronze Baby New Zealand Flax	5 gal
	RHA EVE	Rhamnus californica 'Eve Case' / California Coffeeberry	5 gal
	RHA JAC	Rhaphiolepis indica 'Jack Evans' / Indian Hawthorn	5 gal

POTENTIAL GRASSES	CODE	BOTANICAL / COMMON NAME	SIZE
	CAL KAR	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	1 gal
	LOM LON	Lomandra longifolia 'Platinum Beatuy' / Mat Rush	1 gal
	MUH REG	Muhlenbergia capillaris 'Regal Mist' / Regal Mist Pink Muhly Grass	1 gal
	MUH RIG	Muhlenbergia rigens / Deer Grass	1 gal

POTENTIAL VINES	CODE	BOTANICAL / COMMON NAME	SIZE
	DIS BUC	Distictis buccinatoria / Blood Red Trumpet Vine	5 gal
	FIC PUM	Ficus pumila / Creeping Fig	5 gal

POTENTIAL GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING
	CAR TUM	Carex tumulicola / Foothill Sedge	1 gal	18" o.c.
	COT LOW	Cotoneaster dammeri 'Lowfast' / Lowfast Bearberry Cotoneaster	1 gal	36" o.c.
	JUN BLU	Juniperus horizontalis 'Blue Rug' / Blue Rug Juniper	1 gal	36" o.c.
	LAN HYB	Lantana x 'New Gold' / New Gold Lantana	1 gal	36" o.c.

POTENTIAL SEED/SOD	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING
	BIO BLE	Biofiltration Blend / Avail. from: Delta Bluegrass	sod	

PLANTING STATEMENT

The proposed landscape plant palette consists of low water use shrubs, groundcover, trees, and ornamental grasses that are considered low maintenance and hardy. Choice of plants is guided by considerations of solar exposure and climate conditions of the site. Plant selection aims for longevity by selecting plants that are long lived varieties of trees, shrubs, groundcover, and grasses.

Shrubs and groundcover are minimum #1 size. Trees are minimum #15 size. Plant materials shall be spaced to provide substantial cover, but also to allow adequate room to mature into their natural form and ultimate size without required pruning.

IRRIGATION STATEMENT

The irrigation system will be serviced by a new point of connection. The irrigation design will consist of low volume point source drip irrigation. Proposed trees shall utilize bubbler irrigation to encourage deep root watering. The overall irrigation system will be designed with a smart irrigation controller. A weather sensor will be used to automatically adjust duration of application in accordance with recent weather conditions based on evapotranspiration. Maximum water allowance will be determined by State code. To also be consistent with the planting design, the irrigation design will create separate irrigation stations by hydrozone, locating plants of different water and solar needs into groups.

YAMASAKI
LANDSCAPE ARCHITECTURE
1223 HIGH STREET, AUBURN, CA 95603
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REV NO.	DATE	DESCRIPTION	ENG INT.	BY	CITY APPROVED	DATE

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PROJECT NO: 293-001
DRAWN BY: JMA
CHECKED BY: BJP
DESIGNED BY: JMA

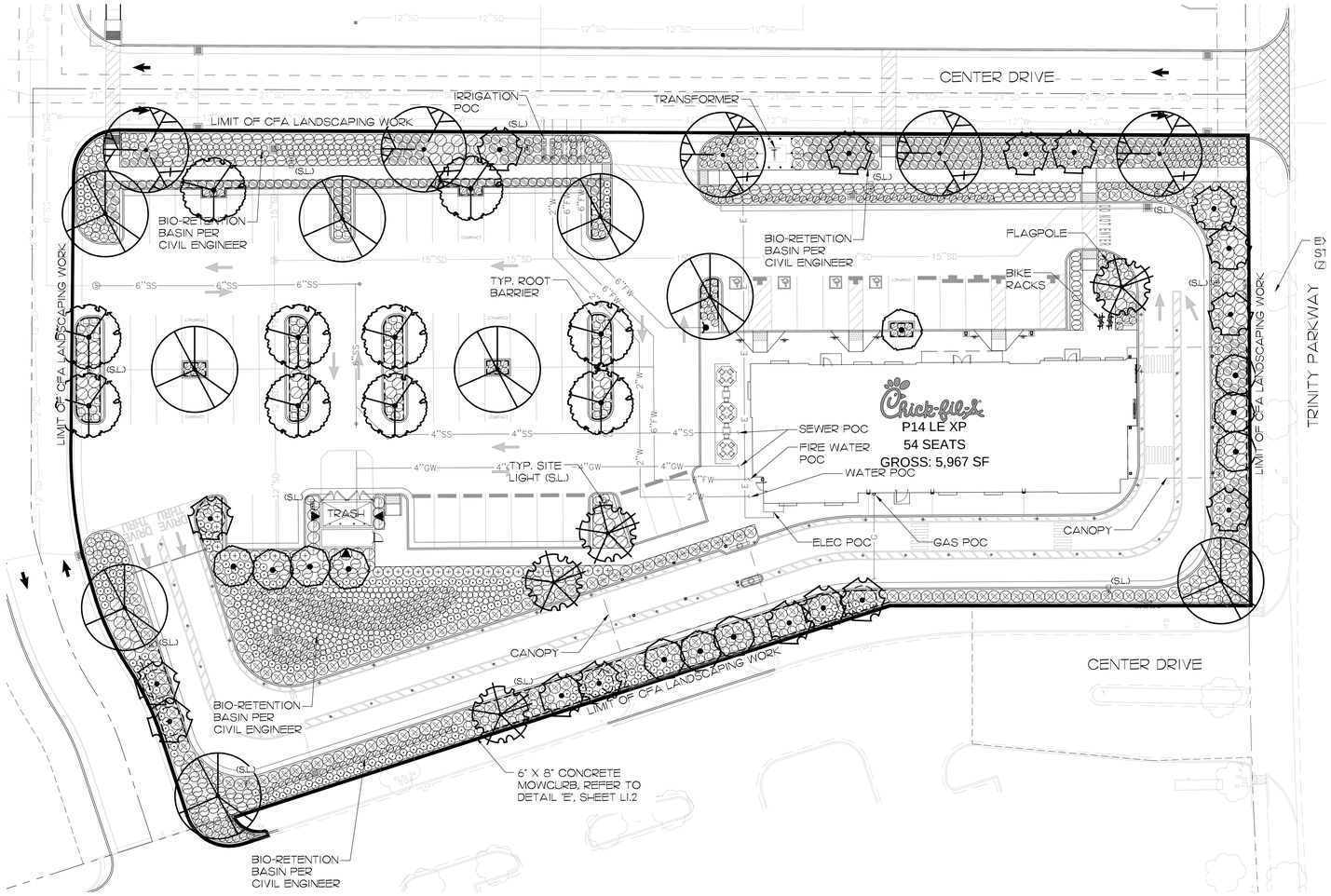
PRELIMINARY SITE PLAN FOR TRINITY PARKWAY RETAIL

10505 TRINITY PARKWAY STOCKTON, CA 95219

SHEET TITLE
PLANT SCHEDULE AND NOTES

SHEET NO.
L1.2
OF **11**

DATE: OCTOBER 13, 2023



1 PLANTING PLAN

SCALE: 1" = 20'-0"

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	WUCOLS IV REGION 2
	TREES					
	LAURUS NOBILIS 'SARATOGA'	SWEET BAY	24" BOX	4	STANDARD	L
	KOELREUTERIA PANICULATA 'SUMMERBURST'	GOLDEN RAINTREE	24" BOX	10	STANDARD	M
	LAGERSTROEMIA X 'MUSKOGEE'	CRAPE MYRTLE	24" BOX	11	MULTI-TRUNK	L
	PLATANUS ACERIFOLIA 'BLOODGOOD'	LONDON PLANE TREE	24" BOX	5	STANDARD	M
	TILIA CORDATA 'SUMMER SPRITE'	LITTLE LEAF LINDEN	24" BOX	16	STANDARD WRAP TRUNKS PRIOR TO PLANTING	M
	ULMUS PARVIFOLIA	CHINESE ELM	24" BOX	9	STANDARD	M
	SHRUBS					
	DIETES GRANDIFLORA 'GRAY GHOST'	GRAY STRIPED FORTNIGHT LILY	5 GAL.	174	3'-6" O.C.	L
	HESPERALOE PARVIFLORA 'YELLOW'	YELLOW YUCCA	5 GAL.	81	3'-0" O.C.	L
	LEPTOSPERMUM SCOPARIUM 'SNOW WHITE'	WHITE TEA TREE	15 GAL.	12	4'-0" O.C.	L
	LOMANDRA LONGIFOLIA 'LOMLON'	LIME TUFF MAT RUSH	5 GAL.	284	2'-6" O.C.	L
	MYRTUS COMMUNIS 'COMPACTA'	DWARF COMMON MYRTLE	5 GAL.	38	3'-6" O.C.	L
	PENNISETUM ORIENTALE 'KARLEY ROSE'	FOUNTAIN GRASS	5 GAL.	256+	3'-0" O.C.	L
	PENNISETUM SPATHIOLATUM	SLENDER VELDT GRASS	5 GAL.	228	2'-6" O.C.	M
	PHYSOCARPUS OPULIFOLIUS 'TINY WINE'	TINY WINE NINEBARK	5 GAL.	111	3'-0" O.C.	M
	SALVIA APIANA	WHITE SAGE	5 GAL.	96	3'-6" O.C.	L
	MYRTUS COMMUNIS 'COMPACTA VARIEGATA'	DWARF VARIEGATED COMMON MYRTLE	5 GAL.	207	3'-6" O.C.	L
	BIORETENTION BASINS (4) - BOTTOM					
	JUNCUS PATENS	CALIFORNIA GRAY RUSH	1 GAL.	234	2'-0" O.C.	L
	PENNISETUM SPATHIOLATUM	SLENDER VELDT GRASS	1 GAL.	191	2'-0" O.C.	M
	VINES					
	DISTICTUS BUCCINATORIA	BLOOD-RED TRUMPET VINE	15 GAL.	3	TRAIN TO WALL	M
	MISCELLANEOUS					
	ROOT BARRIER DEVICE	DEEP ROOT OR APPROVED EQUAL BARRIER DEVICES TO BE PANEL TYPE. DO NOT WRAP ROOTBALL.				

PLANTING NOTES

1. CONTRACTOR IS TO REVIEW PLANS, VERIFY SITE CONDITIONS AND PLANT QUANTITIES PRIOR TO INSTALLATION. CONFLICTS BETWEEN THE SITE AND THESE PLANS OR WITHIN THESE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO LANDSCAPE INSTALLATION. ANY DEVIATION(S) FROM THE PLANS OR SPECIFICATIONS IS TO HAVE WRITTEN APPROVAL.
2. ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "AMERICAN NURSERY AND LANDSCAPE ASSOCIATION" STANDARDS. WWW.ANLA.ORG
3. LANDSCAPE ARCHITECT SHALL APPROVE PLANT MATERIAL PLACEMENT BY CONTRACTOR PRIOR TO INSTALLATION.
4. CONTRACTOR TO INCLUDE IN HIS BID THE REPAIR OF ANY AND ALL DAMAGE RESULTING FROM INSTALLATION OF PLANTING ITEMS. CONNECT TO EXISTING CONDITIONS.
5. ALL TREES WITHIN 5'-0" OF CURBS, SIDEWALKS, PATIOS, ETC. TO HAVE A ROOT BARRIER TO REDIRECT ROOT GROWTH PER MANUFACTURER'S SPECIFICATIONS. SEE PLAN AND DETAIL.
6. FINISH GRADE TO BE 2" BELOW TOP OF CURB OR SIDEWALK FOR PLANTING AREAS.
7. FERTILIZER FOR ALL PLANTING AREAS SHALL BE AS SPECIFIED WITHIN THE SOILS REPORT.
8. ALL PLANTING AND IRRIGATION ON THIS PROJECT TO MEET OR EXCEED CITY LANDSCAPE GUIDELINES, STANDARDS AND AGENCY REQUIREMENTS.
9. ALL PLANTER AREAS SHALL BE TOP DRESSED WITH 3" MINIMUM MULCH COVER.
10. ALL PLANTING AREAS SHALL BE IRRIGATED WITH SUB-GRADE BUBBLERS FOR TREES AND DRIPLINE OR DRIP EMITTERS FOR SHRUBS/GROUND COVERS. CONNECTED TO AUTOMATIC REMOTE CONTROL VALVES AND TIED INTO AN AUTOMATIC IRRIGATION "SMART" CONTROLLER.
11. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTED AREAS BY MEANS OF CONTINUOUS WATERING, PRUNING, RAISING TREE BALLS WHICH SETTLE BELOW GRADE, FERTILIZING, APPLICATION OF SPRAYS WHICH ARE NECESSARY TO KEEP THE PLANTINGS FREE OF INSECTS AND DISEASES, WEEDING, AND/OR OTHER OPERATIONS NECESSARY FOR PROPER CARE AND UPKEEP. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AS SPECIFIED ABOVE FOR A PERIOD OF NINETY (90) DAYS.
12. ALL PLANTER BEDS TO BE AMENDED WITH SOIL PREPARATION PER SPECIFICATIONS. NO DEVIATIONS ARE ALLOWED.

LANDSCAPE CALCULATIONS

SHRUB & GROUNDCOVER AREA:	14,899 S.F.
TURF AREA:	0 S.F.
BIO-RETENTION BASIN:	4,010 S.F.
TOTAL LANDSCAPE AREA:	18,909 S.F.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

N

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800
227-2600
OR DIAL
811
TWO WORKING DAYS BEFORE YOU DIG
"CAUTION": REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

hourian associates, inc.
landscape architecture + design
san clemente | santa barbara, california
o: 949.489.5623 f: 858.810.0335

LICENSED LANDSCAPE ARCHITECT
ROBERT A. GERDES
#3934
Signature
5/31/24
Renewal Date
11/13/23
Date
STATE OF CALIFORNIA

CHICK-FIL-A
Trinity Pkwy & Scott Creek

10505 Trinity Parkway
Stockton, CA 95219

FSR 05650

P14 LE BNS
RELEASE: 23.09
PRINTED FOR
PROJECT STATUS

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

CONSULTANT PROJECT #
DATE 12-12-23
DRAWN BY VB/NH

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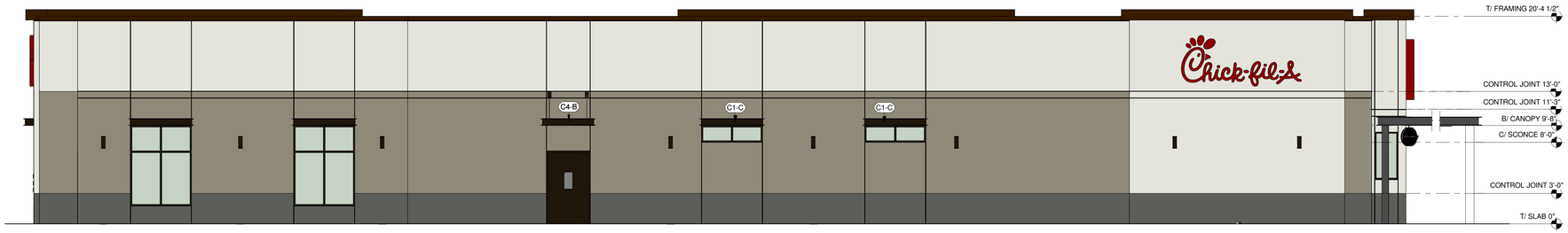
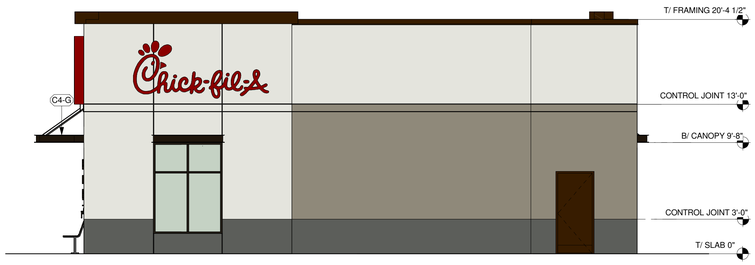
SHEET
PLANTING PLAN

SHEET NUMBER
L1.0



D1 EXTERIOR ELEVATION
3/16" = 1'-0"

C1 EXTERIOR ELEVATION
3/16" = 1'-0"



B3 EXTERIOR ELEVATION
3/16" = 1'-0"

B1 EXTERIOR ELEVATION
3/16" = 1'-0"

APPROVED BRICK ALTERNATES

(SEE NATIONAL ACCOUNTS LIST FOR CONTACT INFORMATION)

FINISH	MANUFACTURER	MODEL	MORTAR	PLANT LOCATION	PREFERRED REGION(S)
BR-A (PRIMARY BRICK)					
BR-02	ACME BRICK	PALOMA GRAY	ARGOS, SAN TAN	ELGIN, TX	SOUTHWEST
BR-18	MUTUAL MATERIALS	IMPERIAL GRAY	ARGOS, SAN TAN	MICA, WA	WEST
BR-20	GLEN-GERY	KHAKI MATT	ARGOS, SAN TAN	CHESWICK, PA	ATLANTIC, NORTHEAST, MIDWEST
BR-30	CHEROKEE BRICK	LIGHT GRAY SMOOTH	ARGOS, SAN TAN	MACON, GA	SOUTHEAST
BR-B (ACCENT BRICK)					
BR-03	ACME BRICK	RUSTIC WHITE	ARGOS, SAN TAN	MALVERN, AR	SOUTHWEST
BR-19	MUTUAL MATERIALS	DESERT WHITE	ARGOS, SAN TAN	MICA, WA	WEST
BR-26	GLEN-GERY	WHITEHALL	ARGOS, SAN TAN	CHESWICK, PA	ATLANTIC, NORTHEAST, MIDWEST
BR-31	CHEROKEE BRICK	OATMEAL SMOOTH	ARGOS, SAN TAN	MACON, GA	SOUTHEAST

FINISH SCHEDULE - EXTERIOR

MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
CP-1	CANOPY METAL FASCIA		DURA COAT	DC19ST-2703	DARK BRONZE	OIL RUBBED BRONZE METALLIC TEXTURE PVD
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MIDNIGHT BRONZE	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW Bronzetone	DARK BRONZE	FINISH: SEMI-GLOSS
SC-1	STUCCO	STO	POWERWALL	SW7566	WESTHIGHLAND WHITE	FINISH: SAND MEDIUM
SC-2	STUCCO	STO	POWERWALL	SW6172	HARDWARE	FINISH: SAND MEDIUM
SC-3	STUCCO	STO	POWERWALL	CFA CUSTOM	URBAN NIGHT	FINISH: SAND MEDIUM
ST-1	STOREFRONT	YKK	YES 45		DARK BRONZE (MATTE)	

ATTACHED CANOPY SCHEDULE

Mark	Description	Count	Overall Width	Overall Depth	Tie Back Mounting (Offset From Top)	Integral Lighting
C1-C	Exterior Canopy	10	6'-4"	1'-0"	0"	No
C4-B	Exterior Canopy	2	5'-4"	4'-0"	2'-4"	Yes
C4-G	Exterior Canopy	1	7'-4"	4'-0"	2'-4"	Yes
C4-L	Exterior Canopy	1	28'-4"	4'-0"	2'-4"	Yes
Grand total		14				

CANOPY NOTES:

BUILDING MOUNTED CANOPIES
- 8" THICK CANOPY
- KYNAR FINISH OF STRUCTURE, FASCIA, & DECKING TO MATCH CP-1

COLUMN MOUNTED CANOPIES
- 10" THICK CANOPY
- FINISH OF STRUCTURE TO BE CP-1
- FINISH OF DECKING TO BE CP-2

GENERAL NOTES
1. ALL SIGNAGE PROVIDED BY OTHERS
2. REF FLOOR PLAN AND WINDOW LEGEND FOR STOREFRONT INFORMATION

LEGEND

SC-1
SC-2
SC-3
EC-1

EXPANSION JOINT, SEALANT COLOR TO MATCH MORTAR COLOR, RE: SPECIFICATIONS

CARD READER BY SECURITY VENDOR - RE: ELEC

SCUPPER - PT-113 SEE A2 / A-503x

DOWNSPOUT - PT-113 SEE A4 / A-503x

MDP - PT-113 RE: ELECTRICAL

OIL EXTRACTION PORT ACCESS BOX

CO2 FILL BOX - RE: KITCHEN

LIGHT FIXTURE - RE: ELECTRICAL

CT CABINET - PT-113 RE: ELECTRICAL

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CHICK-FIL-A
Trinity Pkwy & Scott Creek

10505 Trinity Parkway
Stockton, CA 95219

FSR#05650

BUILDING TYPE / SIZE: P14 LE XPS
RELEASE: 23.09
PRINTED FOR
CUP SET

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

- CUP Set -

CONSULTANT PROJECT # LAX23-0085-00
DATE 11/10/2023
DRAWN BY M.M.O.

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SHEET
EXTERIOR ELEVATIONS - STUCCO

SHEET NUMBER
A-301

11/9/2023 7:00:18 PM Autodesk Docs://CA_05650_Trinity Pkwy & Scott Creek Dr_2023.10_FSR/05650_Trinity Pkwy & Scott Creek Dr_ARC.rvt
10-LE-05650-A-301-EXTERIOR ELEVATIONS - STUCCO

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BRANDING
BUILDING MEASUREMENT

CHICK-FIL-A
Trinity Pkwy & Scott Creek

10505 Trinity Parkway
Stockton, CA 95219

FSR#05650

BUILDING TYPE / SIZE: P14 LE XPS
RELEASE: 23.09
PRINTED FOR
CUP SET

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

- CUP Set -

CONSULTANT PROJECT # LAX23-0085-00
DATE 11/10/2023
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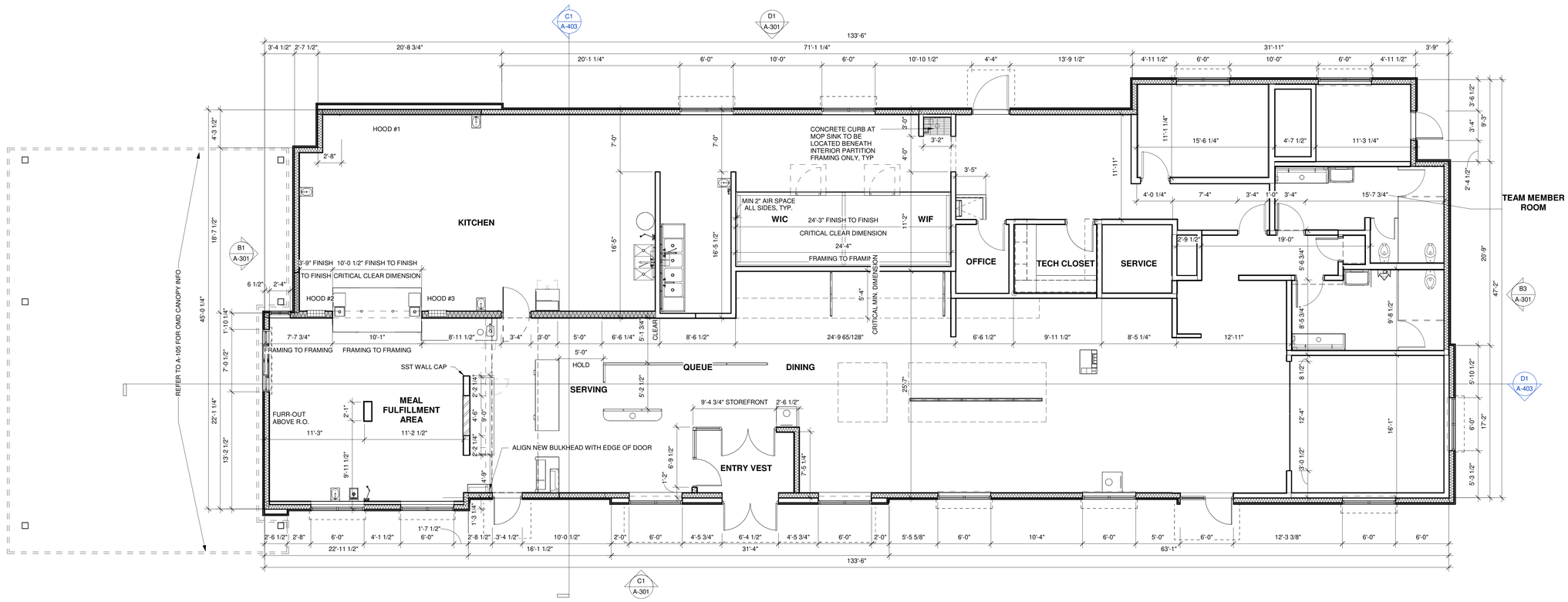
SHEET
PERSPECTIVES

SHEET NUMBER
A-303

11/9/2023 7:00:19 PM Autodesk Docs://CA_05650_Trinity Pkwy & Scott Creek Dr_2023.10_FSR/05650_Trinity Pkwy & Scott Creek Dr_ARC.rvt
10-LE-05650-A-303-PERSPECTIVES



C1 FLOOR PLAN
3/16" = 1'-0"

INSULATION SCHEDULE		
LOCATION	R-VALUE	THICKNESS
ROOF	R-29	5" RIGID
WALL (CONTINUOUS)	R-5	1" RIGID
WALL (CAVITY)	R-19	6" BATT
SLAB	R-10	2" RIGID

NOTES:
1. REFER TO FLOOR PLAN AND WALL SECTION SHEETS FOR INSULATION EXTENTS AND LOCATIONS.
2. REFER TO SPECIFICATIONS FOR INSULATION PRODUCT INFORMATION.

FLOOR PLAN GENERAL NOTES

A.1 ALL DIMENSIONS SHOWN ARE FRAMING DIMENSIONS (FACE OF STUD/JAMB) UNLESS OTHERWISE NOTED.
A.2 FASTENERS, ANCHORS, CLIPS, STRAPS, ETC WHICH ARE IN CONTACT WITH PRESERVATIVE AND/OR FIRE TREATED WOOD SHALL BE OF G-185 HOT DIPPED ZINC-COATED GALVANIZED STEEL, STAINLESS STEEL, OR AN APPROVED EQUAL.
A.3 REFER TO CIVIL AND LANDSCAPE FOR LOCATIONS OF WALKS, BOLLARDS, LANDSCAPING AREAS, FLAG POLE, AND OTHER SITE ITEMS.
A.4 REFER TO INTERIOR ELEVATIONS FOR LOCATIONS AND TYPES OF CORNER GUARDS.
A.5 CONTRACTOR TO COORDINATE LOCATION OF POLE MOUNTED EXTERIOR CAMERA WITH STRONG SYSTEMS AND INSTALL UNDERGROUND CONDUIT AS REQUIRED. RE: ELECTRICAL.
A.6 REFER TO ACCESSIBILITY PLAN AND FURNITURE DRAWINGS FOR SEATING LAYOUT & SPECIFICATIONS. CONTACT: OWNER.
A.7 REFER TO ACCESSIBILITY PLAN AND OWNER DRAWINGS FOR CONDIMENT COUNTERS AND TRASH RECEPTACLES.
A.8 REFER TO IT WALLBOARD USER GUIDE FOR WALLBOARD INSTALLATION, IF APPLICABLE.
A.9 REFER TO MILLWORK PLAN FOR RAISED CONCRETE CURB LOCATIONS.
A.10 FREEZER AND COOLER DOORS AND HARDWARE SUPPLIED BY FREEZER/COOLER MANUFACTURER

FLOOR PLAN LEGEND:

CT CABINET
RE: ELECTRICAL

MDP RE: ELECTRICAL

STEEL WALL BY OWNER RE: FURNITURE PLANS FOR DIMENSIONS AND DETAILS

ITEM BY OWNER

SOFFIT OR BULKHEAD ABOVE RE: REFLECTED CEILING PLAN

2-SIDED BRAND ICON
RE: OWNER DRAWINGS

RECESSED PIN AND SLEEVE BOX. RE: A2 / A-604 & MEP DRAWINGS.

ELECTRICAL PANEL RE: ELECTRICAL

Chick-fil-A
5200 Buffington Road
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P 310.950.4000
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CHICK-FIL-A
Trinity Pkwy & Scott Creek

10505 Trinity Parkway
Stockton, CA 95219

FSR#05650

BUILDING TYPE / SIZE: P14 LE XPS
RELEASE: 23.09
PRINTED FOR
CUP SET

REVISION SCHEDULE
NO. DATE DESCRIPTION

- CUP Set -

CONSULTANT PROJECT # LAX23-0085-00
DATE 11/10/2023
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SHEET
FLOOR PLAN

SHEET NUMBER
A-201

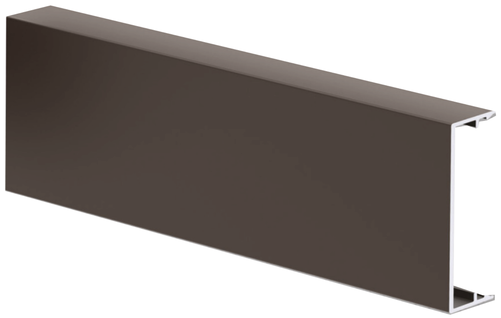
11/9/2023 7:00:14 PM Autodesk Docs://CA_05650_Trinity Pkwy & Scott Creek Dr_2023.10_FSR/05650_Trinity Pkwy & Scott Creek Dr_ARC.rvt
10-LE-05650-A-201-FLOOR PLAN

STC-1 **STUCCO SYSTEM (STC-1)**
SW 7566 WEST HIGHLAND WHITE

STC-2 **STUCCO SYSTEM (STC-2)**
SW 6172 HARDWARE

SC-3 **STUCCO SYSTEM (SC-3)**
SHERWIN WILLIAMS - SW CFA CUSTOM "URBAN NIGHT"

CP-1 **CANOPY METAL PAINT (CP-1) (EC-1)**
SW "DARK BRONZE"



ST-1 **STOREFRONT (ST-1)**
YKK - DARK BRONZE (MATTE) FINISH

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Atlanta, Georgia
30349-2998

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ARCHITECTURE
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CHICK-FIL-A
Trinity Pkwy & Scott Creek

10505 Trinity Parkway
Stockton, CA 95219

FSR#05650

BUILDING TYPE / SIZE: P14 LE XPS
RELEASE: 23.09
PRINTED FOR
CUP SET

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

- CUP Set -

CONSULTANT PROJECT # LAX23-0085-00
DATE 11/10/2023
DRAWN BY M.M.O.

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SHEET
MATERIAL BOARD

SHEET NUMBER
A-302

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LE-05650-A-302-MATERIAL BOARD

PRESENTED TO

Chick-fil-A®

#5650
Trinity Pkwy & Scott Creek DR., Stockton, CA 95219

VISCO
ELECTRONIC SIGNS

National Sign & Marketing Corporation

GOVERNING CODES:
2022 California Building Code
2022 California Fire Codes
2022 California Mechanical Codes
2022 California Electrical Codes
2022 California Energy Conservation Codes

DRAWING #30467

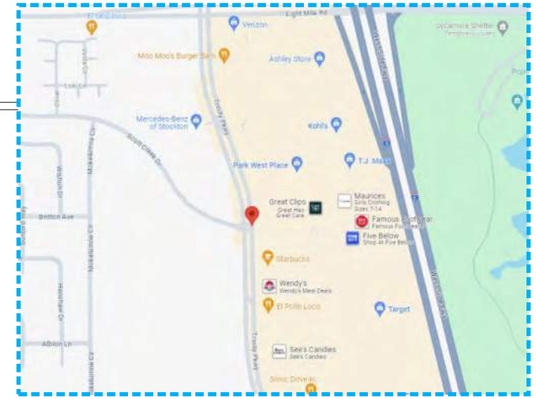
13580 5th Street • Chino, CA 91710 • Tel: 909.591.4742 • FAX: 909.747.6446 • Toll Free: 877.877.NSMC

SCOPE OF WORK

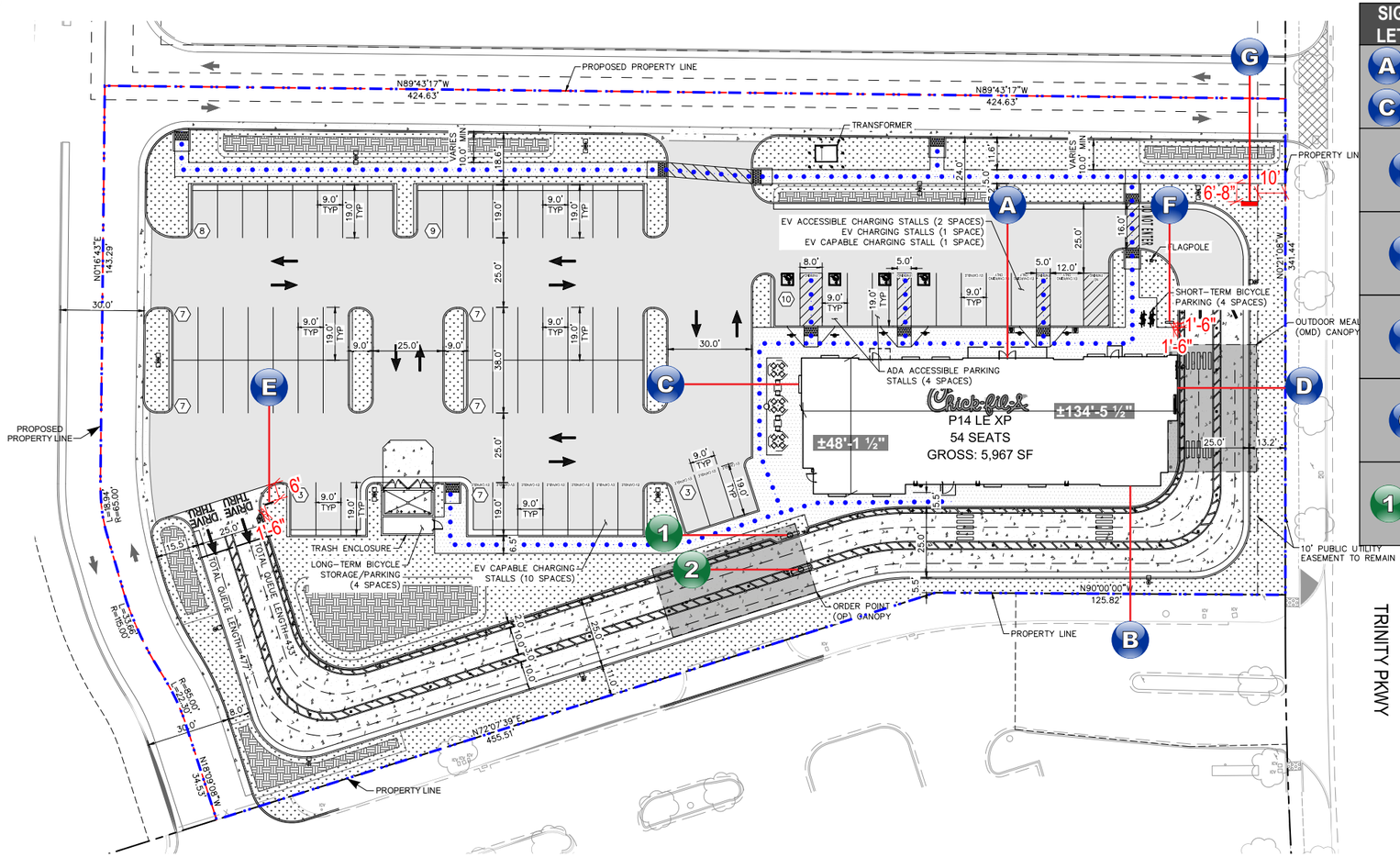
- A B C NEW 5'-0" ILLUM. "CHICK-FIL-A" CHANNEL LETTERS SIGN
- D NEW 5'-0" ILLUM. "CHICK-FIL-A" ICON LOGO CABINET
- E F NEW D/F ILLUM. DIRECTIONAL SIGN
- G NEW D/F ILLUM. MONUMENT SIGN

Install Only
Manufacturing By Others

- 1 2 DRIVE-THRU MENU BOARD



VICINITY MAP



SIGN ID LETTER	FACE A	FACE B
A B C	Chick-fil-A	N/A
D		N/A
E	Drive Thru	
F	Thank You	Do Not Enter
G		
1 2		N/A

Note:

ALL NEW SIGNAGE TO CONNECT TO CLIENT PROVIDED ELECTRICAL CIRCUITS

National Sign & MARKETING CORPORATION
13580 5th St., Chino, CA 91710
Tel 909.591.4742 Fax 909.747.6446
e-mail: sales@nsmc.com
Lic# 745030 - Exp. 01/31/24

Project Name:
Chick-fil-A
#5650

Address:
Trinity Pkwy & Scott Creek Dr.
Stockton, CA 95219

Account Mgr.
Steve Rosenbloom

Approved by:

Date:

Drawing Number
30467

Revision

Designer: M.KOOT
Date: 12/01/2023

SITE PLAN

Scale: Page 1
1" = 40'-0"

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This sign intended to be in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of this sign.

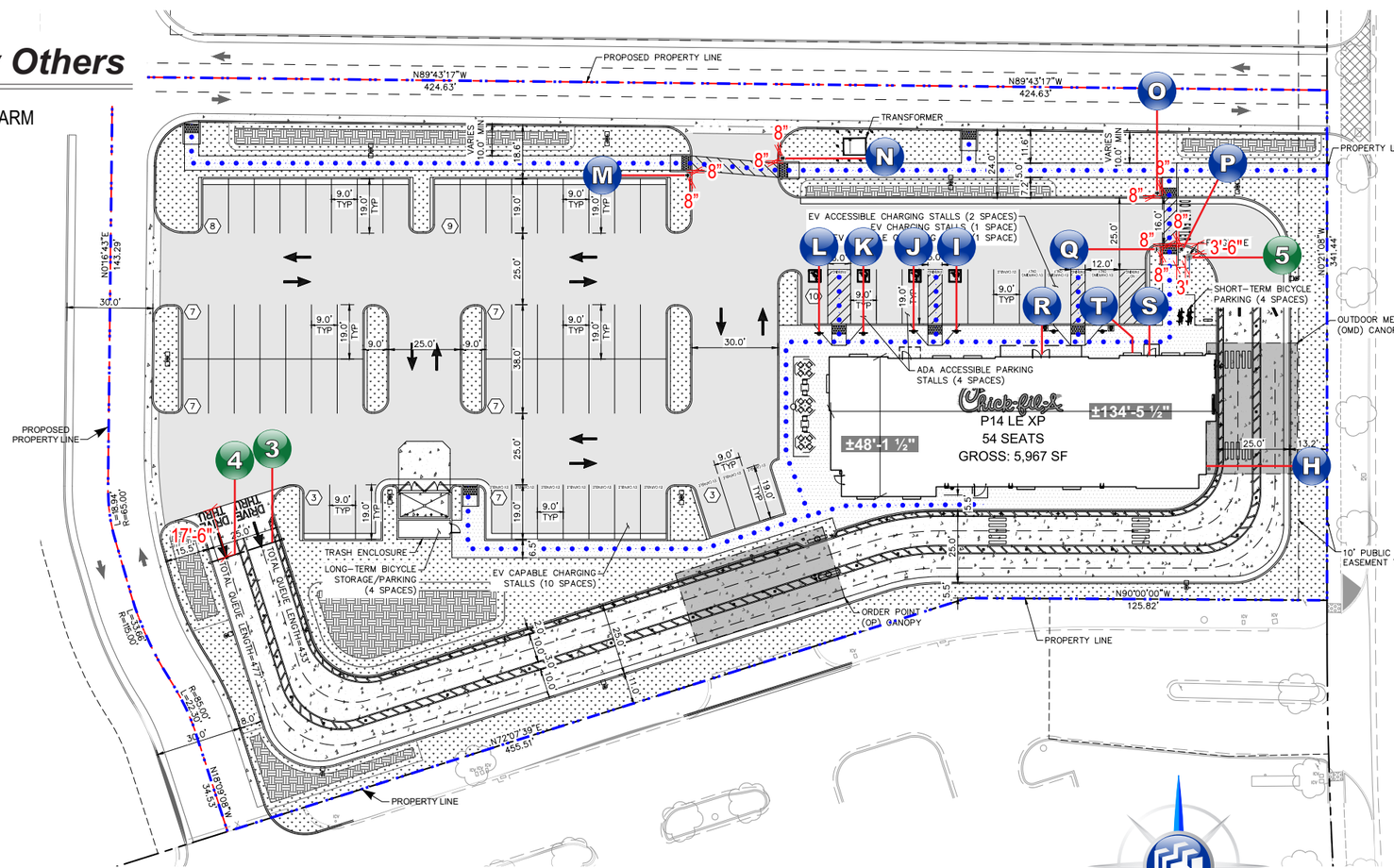
VISCO ELECTRONIC SIGNS

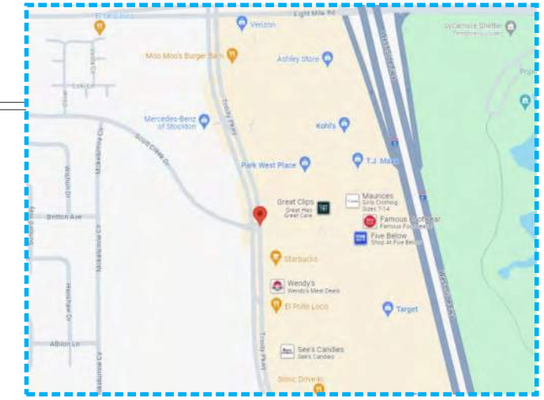
SCOPE OF WORK

- H NEW SINTRA ADDRESS NUMERALS
- I J K L NEW HANDICAP PARKING SIGNS
- M N O P NEW PEDESTRIAN SIGNS
- Q NEW DO NOT ENTER SIGN
- R NEW STORE HOURS VINYL
- S NEW TEAM MEMBER ONLY VINYL
- T NEW FRIENDS & NEIGHBORS SIGN

Install Only
Manufacturing By Others

- 3 4 DRIVE-THRU CLEARANCE ARM
- 5 FLAG POLE





VICINITY MAP

SIGN ID LETTER	FACE A	FACE B
H	0000	N/A
I	PARKING ONLY	N/A
J K L	PARKING ONLY	N/A
M N O P	WATCH FOR VEHICLES	PEDESTRIAN CROSSING
Q	DO NOT ENTER	N/A
R	0000	N/A
S	Team Members Only	N/A
T	WELCOME Friends and neighbors	N/A
3		N/A
4		N/A
5		N/A

National Sign & MARKETING CORPORATION
13580 5th St., Chino, CA 91710
Tel 909.591.4742 Fax 909.747.6446
e-mail: sales@nsmc.com
Lic# 745030 - Exp. 01/31/24

Project Name:
Chick-fil-A
#5650

Address:
Trinity Pkwy & Scott Creek Dr.
Stockton, CA 95219

Account Mgr.
Steve Rosenbloom

Approved by:

Date:

Drawing Number
30467

Revision

Designer: M.KOOT **Date:** 12/01/2023

Scale: Page 2

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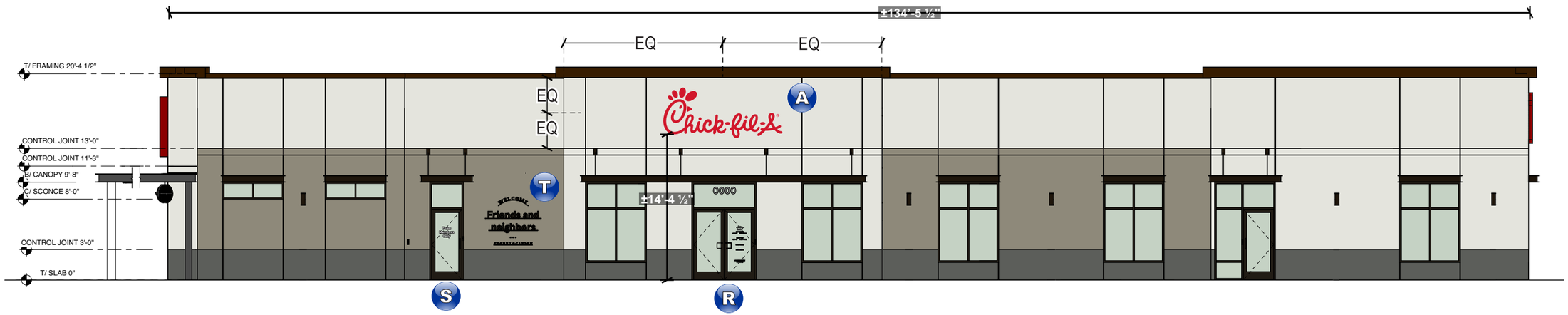
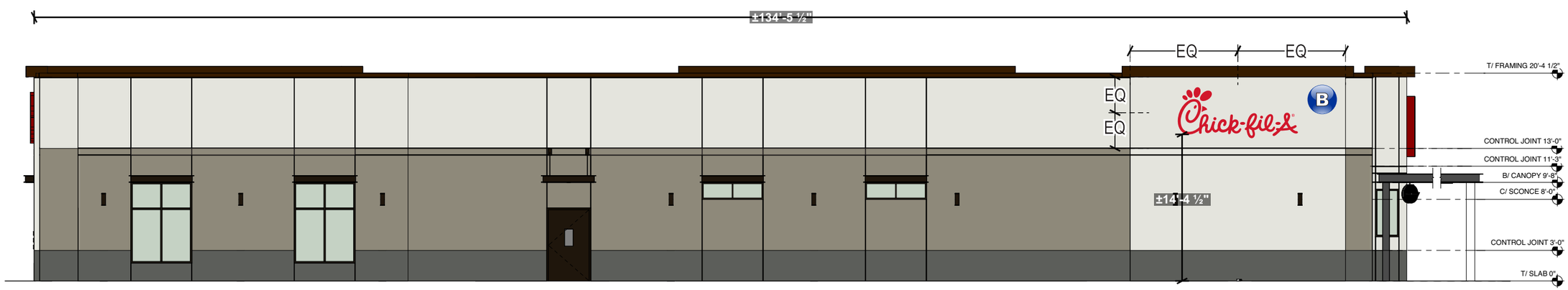
VISCO ELECTRONIC SIGNS

EXHIBIT 3 - PROJECT ARCHITECTURE



- **A** NEW 5'-0" ILLUM. "CHICK-FIL-A" CHANNEL LETTERS SIGN
- **R** NEW STORE HOURS VINYL
- **S** NEW TEAM MEMBER ONLY VINYL
- **T** NEW FRIENDS & NEIGHBORS SIGN

North Elevation



- **B** NEW 5'-0" ILLUM. "CHICK-FIL-A" CHANNEL LETTERS SIGN

South Elevation

National Sign
& MARKETING CORPORATION
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e-mail: sales@nsmc.com
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Project Name:

Chick-fil-A
#5650

Address:

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Stockton, CA 95219

Account Mgr.

Steve Rosenbloom

Approved by:

Date:

Drawing Number

30467

Revision

Designer:	Date:
M.KOOT	12/01/2023

ELEVATIONS

Scale: Page 3

3/32" = 1'-0"

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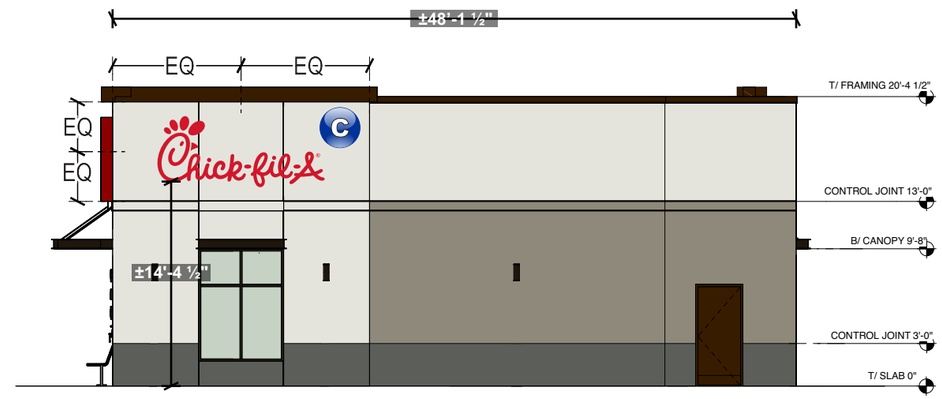
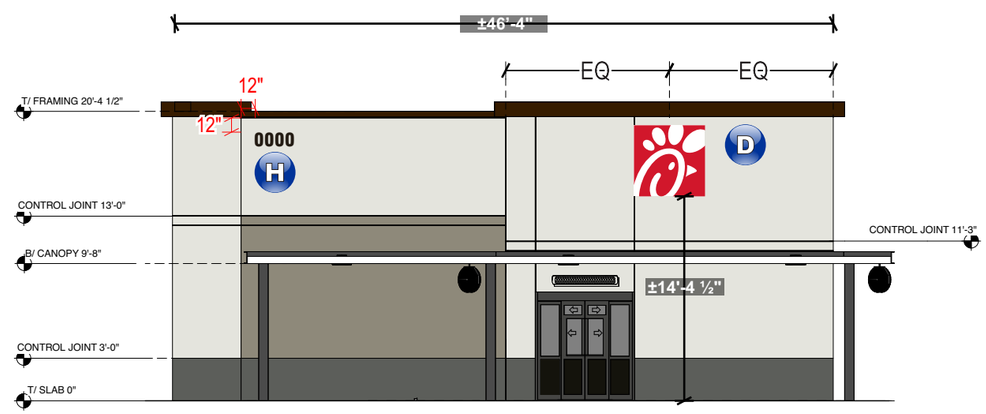
VISCO ELECTRONIC SIGNS

EXHIBIT 3 - PROJECT ARCHITECTURE



C NEW 5'-0" ILLUM. "CHICK-FIL-A" CHANNEL LETTERS SIGN

West Elevation



D NEW 5'-0" ILLUM. "CHICK-FIL-A" ICON LOGO CABINET

H NEW SINTRA ADDRESS NUMERALS

East Elevation

National Sign
& MARKETING CORPORATION
13580 5th St., Chino, CA 91710
Tel 909.591.4742 Fax 909.747.6446
e-mail: sales@nsmc.com
Lic# 745030 - Exp. 01/31/24

Project Name:

Chick-fil-A
#5650

Address:

Trinity Pkwy & Scott Creek Dr.
Stockton, CA 95219

Account Mgr.

Steve Rosenbloom

Approved by:

Date:

Drawing Number

30467

Revision

Designer:	Date:
M.KOOT	12/01/2023

ELEVATIONS

Scale: Page 4

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VISCO ELECTRONIC SIGNS

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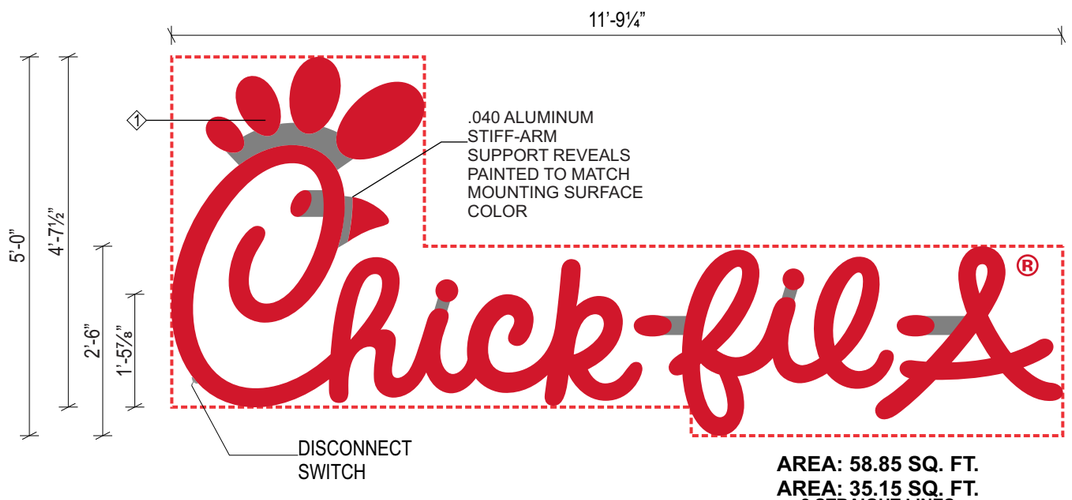
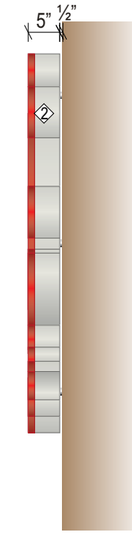


AREA: 58.85 SQ. FT.
AREA: 35.15 SQ. FT.
8 STRAIGHT LINES
ACTUAL AREA: 12.59 SQ. FT.



PERSPECTIVE VIEW

A B C NEW 5'-0" ILLUM. "CHICK-FIL-A" CHANNEL LETTERS SIGN

CFA - 00002 - CFA LS 60 CHICK-FIL-A ILLUMINATED

Sign Specs:

BODY:	S/F CUSTOM FABRICATED ALUMINUM CHANNEL LETTERS CONSTRUCTED OF .040 WITH .063 ALUMINUM BACKS. ALUMINUM RETURNS MECHANICALLY FASTENED TO BACKS. INTERIOR OF SIGN TO BE PAINTED MATTE WHITE.
FACES:	3/16" #2793 RED ACRYLIC.
TRIM CAP:	1" RED JEWELITE TRIM CAP
RETURNS:	5" DEEP RETURNS PAINTED TO MATCH MOUNTING SURFACE COLOR
STANDOFF:	1/4" SLEEVE ANCHORS WITH 1/2" ALUMINUM SPACERS.
REGISTERED:	3/16" CLEAR POLYCARBONATE DISK. 3M 3632-53 CARDINAL RED VINYL ® APPLIED FIRST SURFACE.
DISCONNECT:	ELECTRICAL TOGGLE DISCONNECT SWITCH WITH LOCKING COVER WATERPROOF BOOT
ILLUMINATION:	RED LED.

ALL WIRING & COMPONENTS TO MEET U.L. STANDARDS

Colors:

1 R & H 2793 / 3M RED 3632-53
2 STO WHITE

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Project Name:
Chick-fil-A
#5650

Address:
Trinity Pkwy & Scott Creek Dr.
Stockton, CA 95219

Account Mgr.
Steve Rosenbloom

Approved by:

Date:

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Designer: M.KOOT
Date: 12/01/2023

S/F LED ILLUMINATED CHANNEL LETTERS

Scale: Page 5
½" = 1'-0"

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VISCO ELECTRONIC SIGNS

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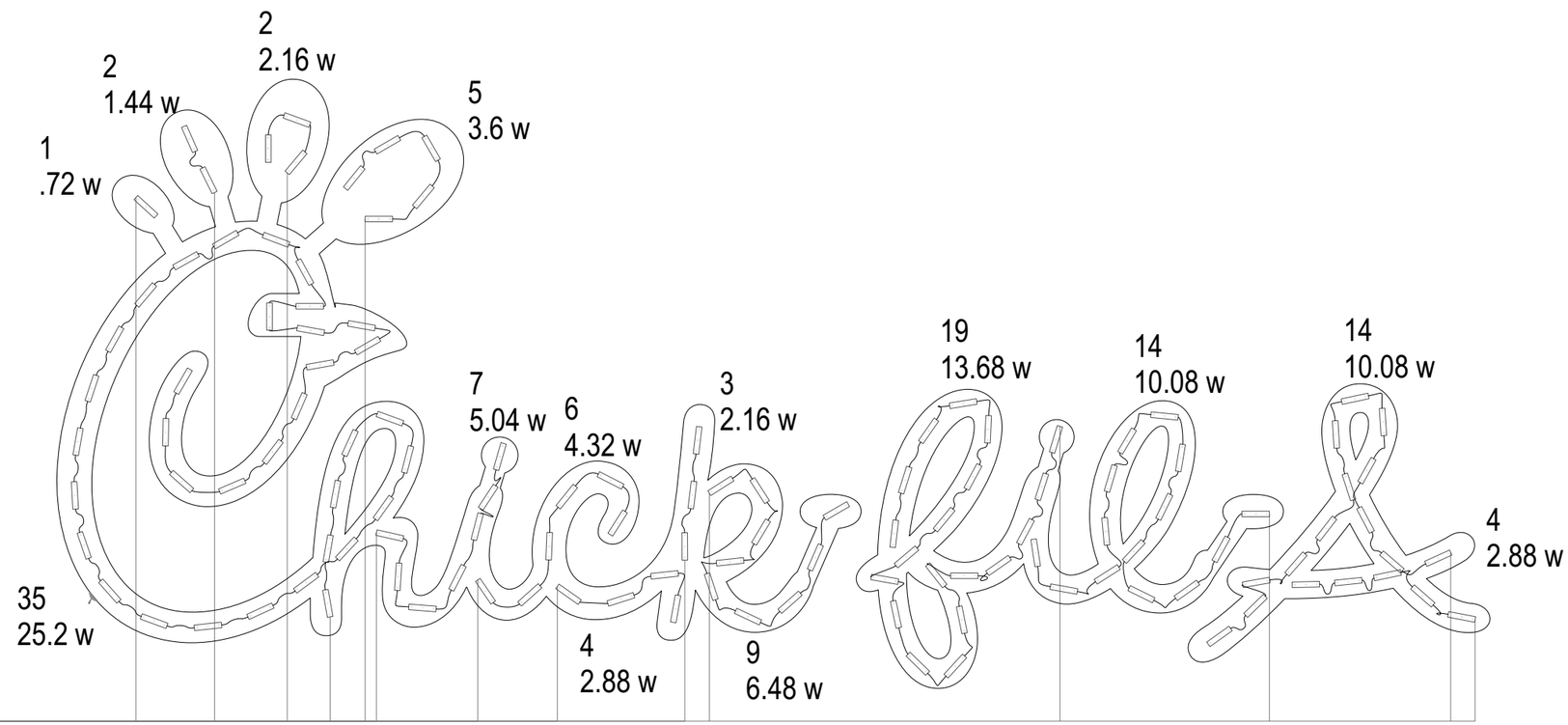

LOAD: 47.2
MODULES: 152
WATTS: 90.7 OF 192.0
PS: Mean Well HLG-240H

126 MODULES - 3 GOQ 3RC072 RED LED .72
90.7 WATTS
1 POWER SUPPLY: HLG-240H-12 POWER SUPPLY MEAN WELL
4.0 AMPS
1- 20 AMP 120V CIRCUIT

A B C NEW 5'-0" ILLUM. "CHICK-FIL-A" CHANNEL LETTERS SIGN

Component / Manufacture	Model:	Rating:	Comments,
Led Wire / Paige	98P183M	18 Awg, 600v	U.L. Listed
Led Wire / Paige	984182M	18 Awg, 600v	U.L. Listed
Wire Nuts / Ideal	71B,72B	300V	U.L. Listed
Wire Nuts / Ideal	73B,74B,75B	600V	U.L. Listed
Scotchlok/3M	Tap Connector 560	600V	U.L. Listed
Wire / Southwire	THHN12	12 Awg, 600v	U.L. Listed
Polycarbonate/Palram Americas	Palsun CS	Rigid Sign Face Material	U.L. R/C
Toggle Switch w-Boot/ Ventex	84675	20amp, 120-277v	U.L. R/C

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Designer: M.KOOT **Date:** 12/01/2023

LED LAYOUT

Scale: NTS

Page 6

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VISCO ELECTRONIC SIGNS

EXHIBIT 3 - PROJECT ARCHITECTURE

NOTE:
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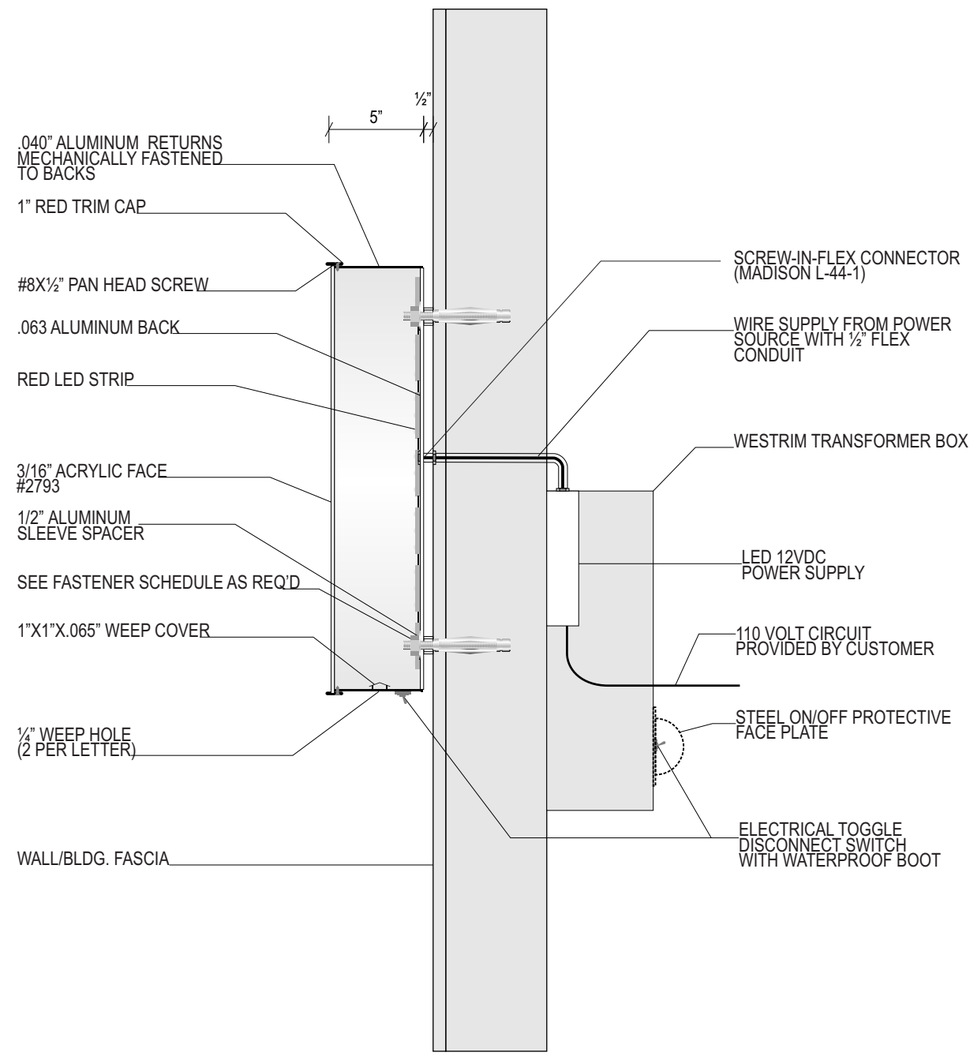
*COMPONENTS TO BE U.L. LISTED AND APPROVED.

*THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6(A) (1) OF THE NATIONAL ELECTRICAL CODE.



FASTENER SCHEDULE		
	#14 SELF TAPPING TEK FASTENER	FOR USE WITH PLYWOOD BACKED WOOD, STUCCO, OR EIFS WALL SYSTEM 1" MIN PENETRATION (EXCL. TIP)
	¼" LAG SCREW	FOR USE WITH WOOD OR EIFS WALL SYSTEMS. 1½" MIN PENETRATION (EXCL. TIP)
	¼" DIA. THREADED ROD	FOR USE WITH WOOD, CONCRETE BLOCK OR EIFS WALL SYSTEMS.
	¼" RED HEAD L.D.T (LARGE DIAMETER TOP CON)	FOR USE WITH CONCRETE BLOCK BRICK OR CONCRETE. EMBED A MIN OF 2½"
	¼" DIA HILTI HIT ROD WITH HY150 MAX ADHESIVE	FOR USE WITH CONCRETE EMBED A MIN OF 2"
	¼" DIA HILTI HIT ROD WITH HY20 ADHESIVE	FOR USE WITH MASONRY AND BRICK EMBED A MIN OF 3⅜"
	¼" DIA HILTI HIT ROD WITH HY20 ADHESIVE	FOR USE WITH CONCRETE BLOCK EMBED A MIN OF 2"
	¼" DIA HILTI HLC SLEEVE ANCHOR	FOR USE WITH CONCRETE, MASONRY AND BRICK EMBED A MIN OF 3⅜"
INSTALLER SHALL VERIFY THAT THE FASTENERS CHOSEN ARE SUITABLE WITH WALL CONDITIONS		

A B C NEW 5'-0" ILLUM. "CHICK-FIL-A" CHANNEL LETTERS SIGN

National Sign
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Stockton, CA 95219

Account Mgr.

Steve Rosenbloom

Approved by:

Date:

Drawing Number

30467

Revision

Designer: M.KOOT **Date:** 12/01/2023

SECTION DETAIL

Scale: NTS

Page 7

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VISCO ELECTRONIC SIGNS

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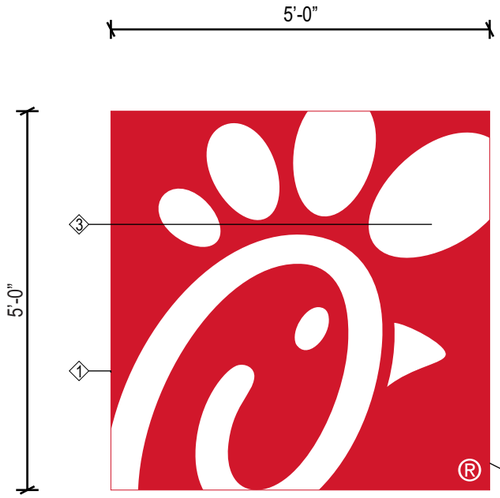
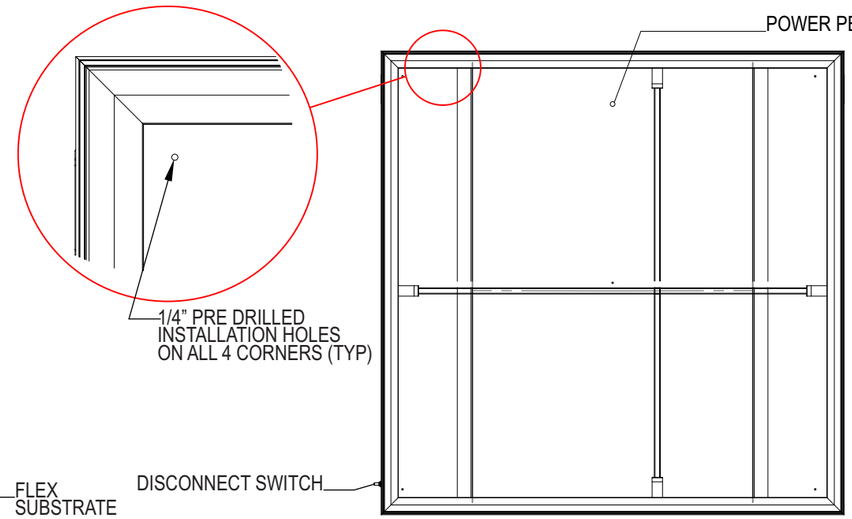
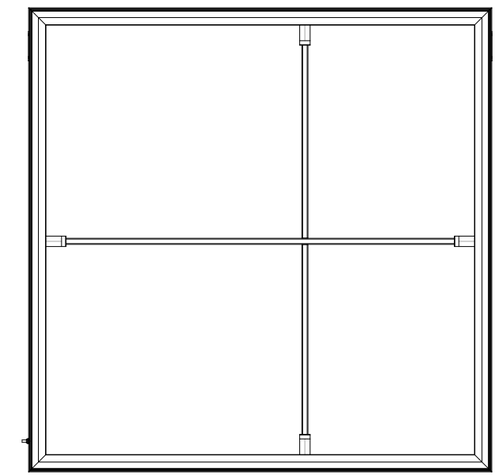


FACE VIEW
AREA: 25.00 SQ. FT.

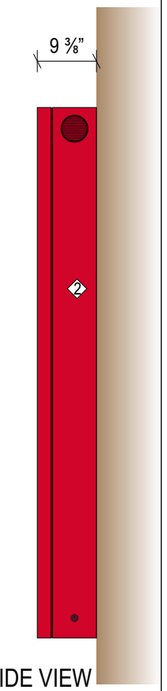


FRAME VIEW

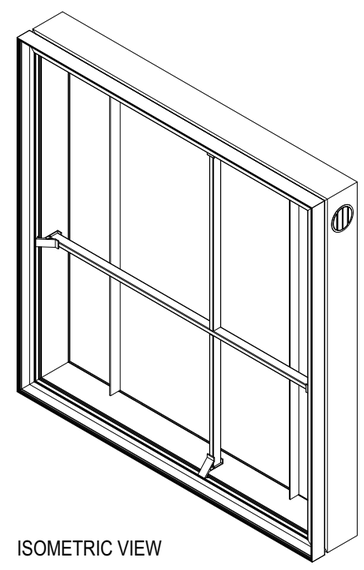


BRACE SUPPORT VIEW

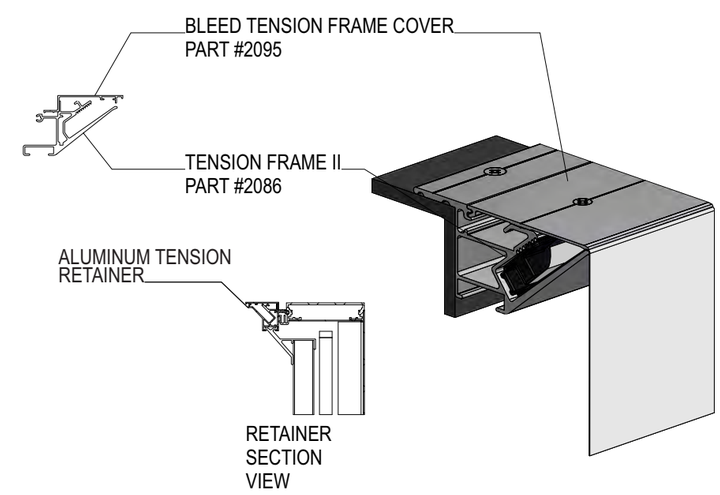
SECTION VIEW



SIDE VIEW



ISOMETRIC VIEW



D NEW 5'-0" ILLUM. "CHICK-FIL-A" ICON LOGO CABINET

CFA - 00011 - CFA WS 60X60 ICON LOGO ILLUMINATED

Sign Specs:

CABINET:	SIGNCOMP #2025 SINGLE FACE BODY PAINTED MATTHEWS RED MP10252.
FACES:	WHITE BLEED FLEX SUBSTRATE WITH CARDINAL RED #3632-53 TRANSLUCENT VINYL FIRST SURFACE OVERLAY WITH WHITE SHOW THRU.
RETAINER:	SIGNCOMP #2095 BLEED TENSION FRAME COVER PAINTED MATHEWS RED MP 10252.
RETURNS:	9 ⅜" DEEP ALUMINUM RETURN PAINTED MATHEWS RED MP 10252.
ILLUMINATION:	WHITE 6500K LED.

DISCONNECT: ELECTRICAL TOGGLE DISCONNECT SWITCH WITH BOOT

ALL WIRING & COMPONENTS TO MEET U.L. STANDARDS

Colors:

1. 3M VINYL #3632-53
2. MATHEWS RED MP 10252 SEMI-GLOSS
3. WHITE FLEXIBLE SUBSTRATE

National Sign
& MARKETING CORPORATION
13580 5th St., Chino, CA 91710
Tel 909.591.4742 Fax 909.747.6446
e-mail: sales@nsmc.com
Lic# 745030 - Exp. 01/31/24

Project Name:
Chick-fil-A
#5650

Address:
Trinity Pkwy & Scott Creek Dr.
Stockton, CA 95219

Account Mgr.
Steve Rosenbloom

Approved by:

Date:

Drawing Number
30467

Revision

Designer: M.KOOT **Date:** 12/01/2023

NEW S/F ILLUMINATED ICON LOGO CABINET

Scale: **Page 8**
½" = 1'-0"

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VISCO ELECTRONIC SIGNS

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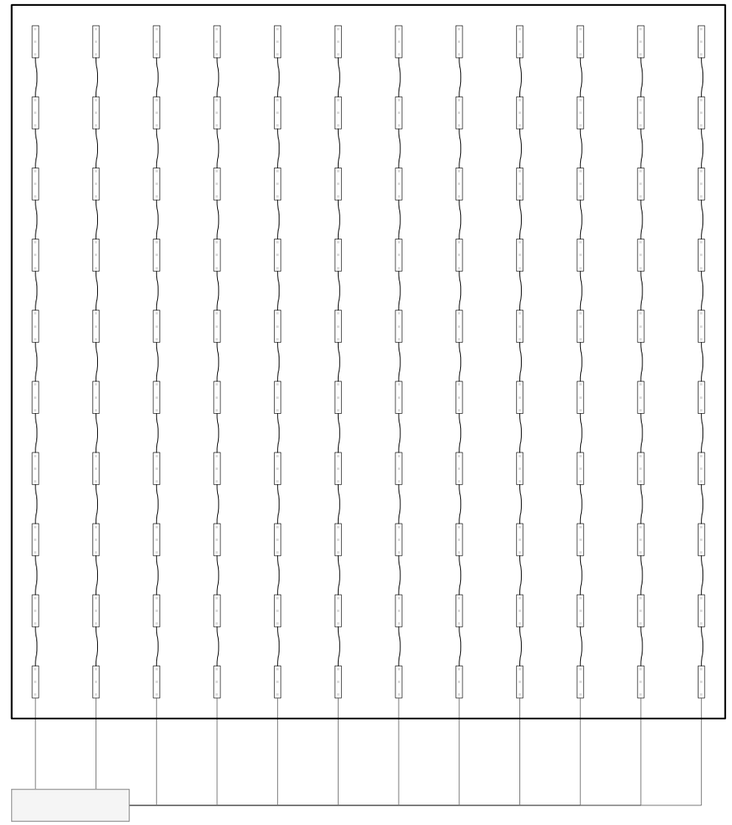

Load: 67.5%
Modules: 120
Watts: 129.6 of 192.0

120

120 MODULES - 3 GOQ 3WS108-6500 *SHALLOW* WHITE 6500KELVIN 1.08
129.6 WATTS
1 POWER SUPPLY: HLG-240H-12 POWER SUPPLY MEAN WELL
4.0 AMPS
1 - 20 amp circuit 120v

D NEW 5'-0" ILLUM. "CHICK-FIL-A" ICON LOGO CABINET

Component / Manufacture	Model:	Rating:	Comments,
Led Wire / Paige	98P183M	18 Awg, 600v	U.L. Listed
Led Wire / Paige	984182M	18 Awg, 600v	U.L. Listed
Wire Nuts / Ideal	71B,72B	300V	U.L. Listed
Wire Nuts / Ideal	73B,74B,75B	600V	U.L. Listed
Scotchlok/3M	Tap Connector 560	600V	U.L. Listed
Wire / Southwire	THHN12	12 Awg, 600v	U.L. Listed
Polycarbonate/Palram Americas	Palsun CS	Rigid Sign Face Material	U.L. R/C
Toggle Switch w-Boot/ Ventex	84675	20amp, 120-277v	U.L. R/C

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LED LAYOUT

Scale: **Page 9**

NTS

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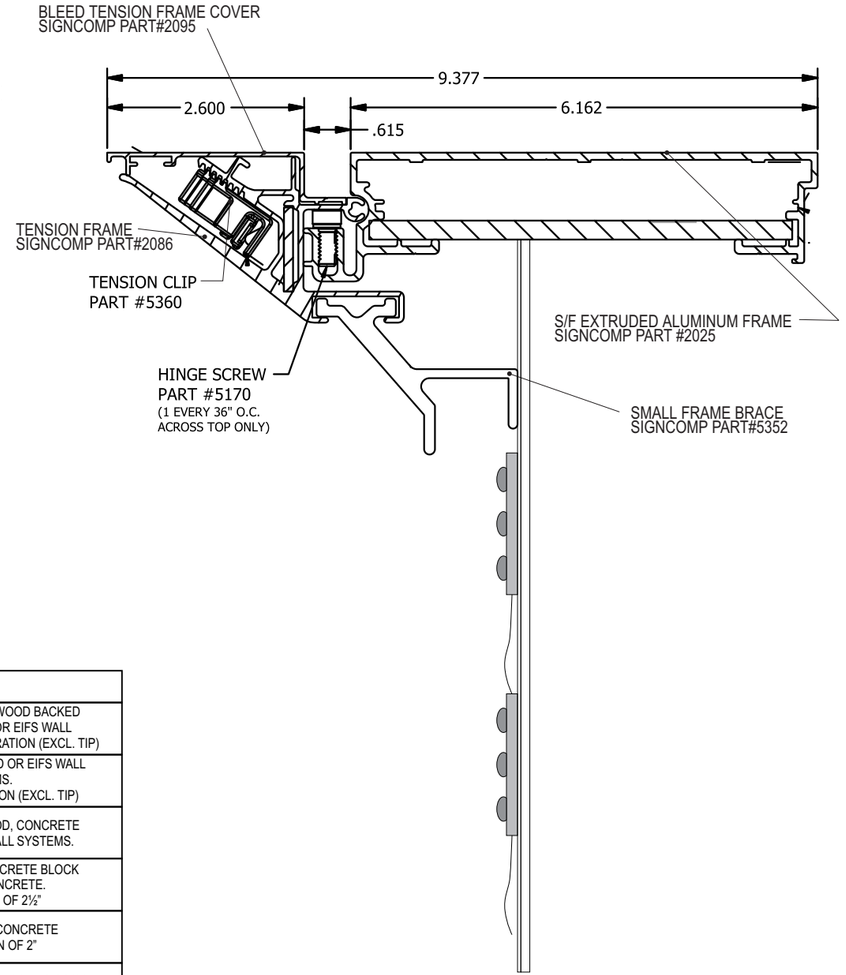

FASTENER SCHEDULE		
	#14 SELF TAPPING TEK FASTENER	FOR USE WITH PLYWOOD BACKED WOOD, STUCCO, OR EIFS WALL SYSTEM 1" MIN PENETRATION (EXCL. TIP)
	¼" LAG SCREW	FOR USE WITH WOOD OR EIFS WALL SYSTEMS. 1½" MIN PENETRATION (EXCL. TIP)
	¼" DIA. THREADED ROD	FOR USE WITH WOOD, CONCRETE BLOCK OR EIFS WALL SYSTEMS.
	¼" RED HEAD L.D.T (LARGE DIAMETER TOP CON)	FOR USE WITH CONCRETE BLOCK BRICK OR CONCRETE. EMBED A MIN OF 2½"
	¼" DIA HILTI HIT ROD WITH HY150 MAX ADHESIVE	FOR USE WITH CONCRETE EMBED A MIN OF 2"
	¼" DIA HILTI HIT ROD WITH HY20 ADHESIVE	FOR USE WITH MASONRY AND BRICK EMBED A MIN OF 3⅜"
	¼" DIA HILTI HIT ROD WITH HY20 ADHESIVE	FOR USE WITH CONCRETE BLOCK EMBED A MIN OF 2"
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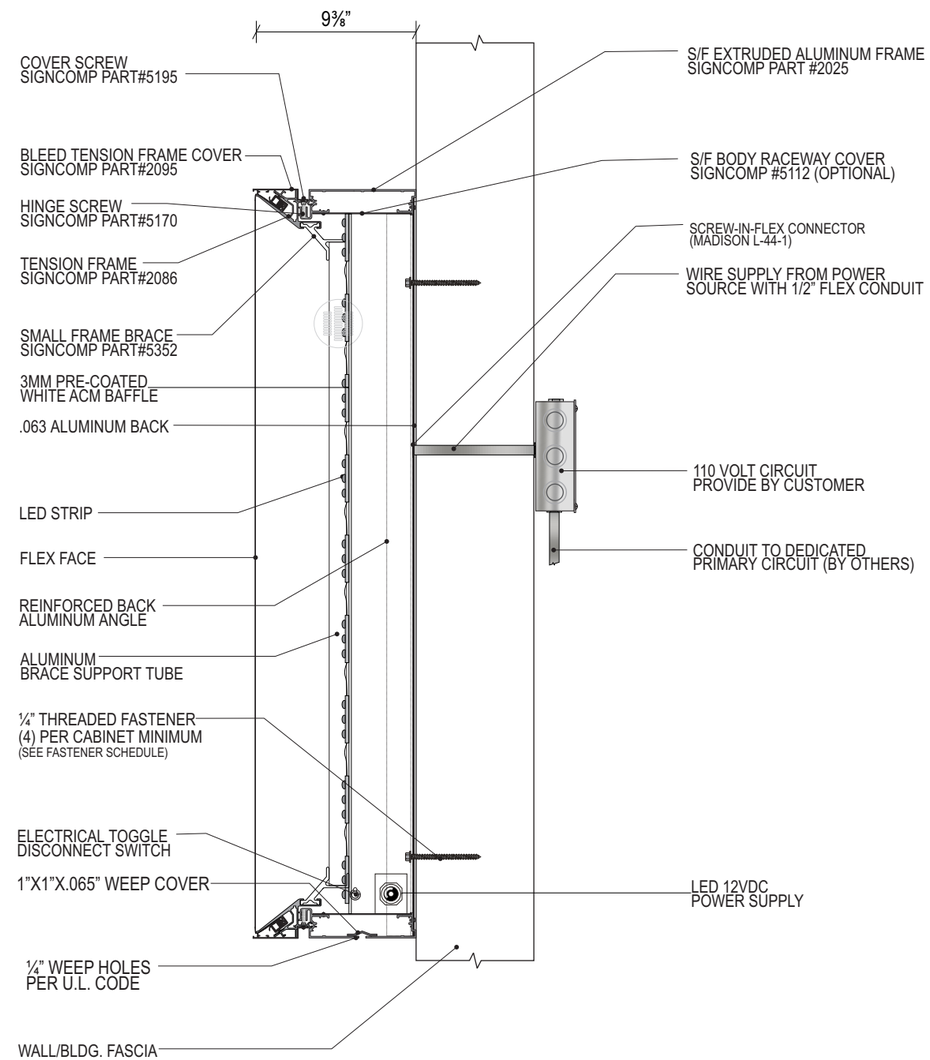
INSTALLER SHALL VERIFY THAT THE FASTENERS CHOSEN ARE SUITABLE WITH WALL CONDITIONS		

D NEW 5'-0" ILLUM. "CHICK-FIL-A" ICON LOGO CABINET

SECTION DETAIL



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Date: 12/01/2023

SECTION DETAIL

Scale: NTS
Page 10

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VISCO ELECTRONIC SIGNS

EXHIBIT 3 - PROJECT ARCHITECTURE

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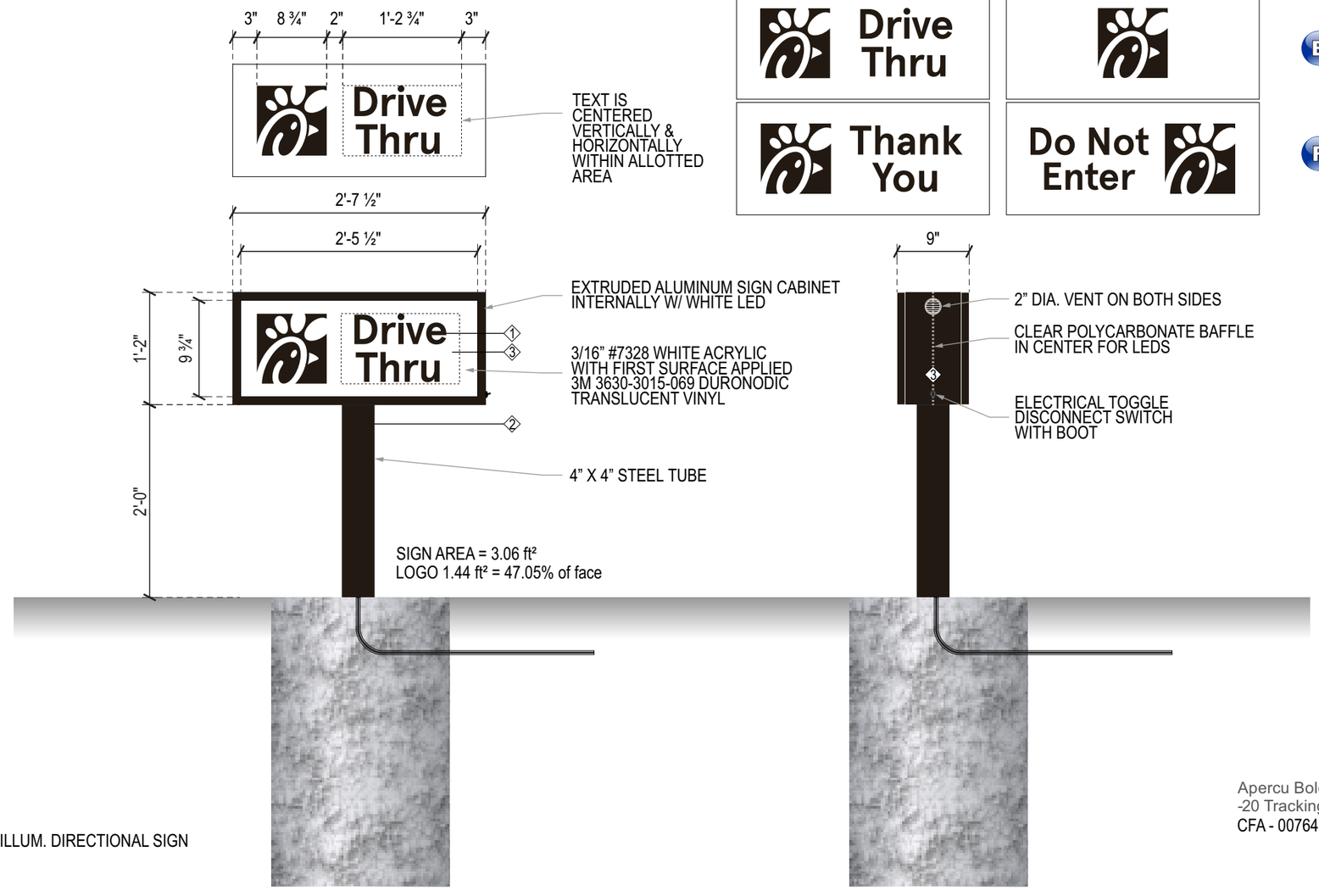

E NEW D/F ILLUM. DIRECTIONAL SIGN

F NEW D/F ILLUM. DIRECTIONAL SIGN

E F NEW D/F ILLUM. DIRECTIONAL SIGN

Apercu Bold 380 pt size/340 point leading
-20 Tracking and Optical Kerning
CFA - 00764 - CFA DRIVE THRU DIRECTIONAL 18X24 BRONZE&WHITE

Sign Specs:

CABINETS:	EXTRUDED ALUMINUM 9" DEEP. PAINTED DARK BRONZE.
FACES:	WHITE #7328 ACRYLIC WITH APPLIED FIRST SURFACE 3M 3630-3015-069 DURONODIC TRANSLUCENT VINYL. RETAINERS TO BE 1".
POST:	4"X4" SQUARE STEEL TUBE WITH MATCH PLATE POLE PAINTED DARK BRONZE.
ILLUMINATION:	WHITE 6500K LED.
SWITCH:	ELECTRICAL TOGGLE DISCONNECT SWITCH WITH BOOT

NOTE: TRY TO KEEP DIRECTIONALS 5'-0" FROM CURBS WHEREVER POSSIBLE TO INSURE VEHICLES WILL NOT HIT THEM.

ALL COMPONENTS TO BE U.L. APPROVED

Colors:

1. 3M-3630-3015-069 DURONODIC
2. MP 20181 DARK BRONZE
3. WHITE / #7328 ACRYLIC

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NEW & REINVESTMENT DIRECTIONAL ENTRY SIGN

Scale: ¾" = 1'-0"

Page 11

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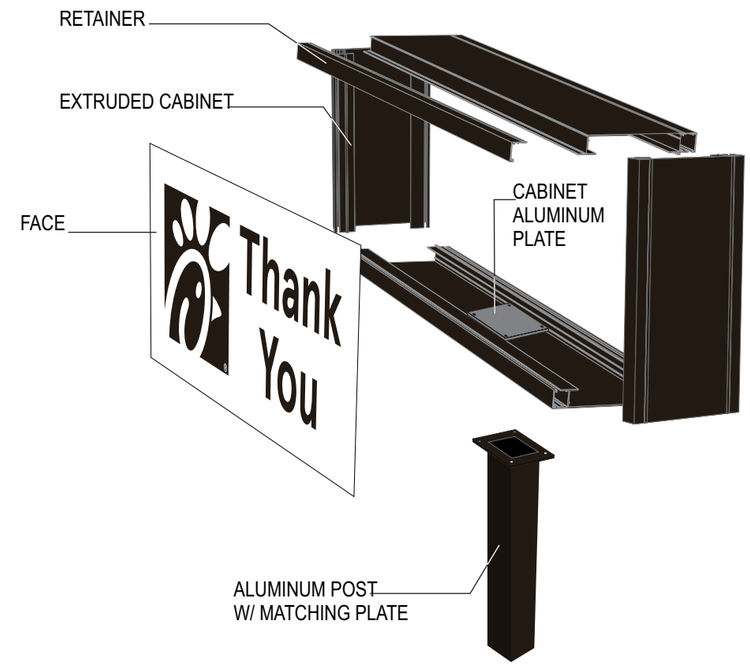
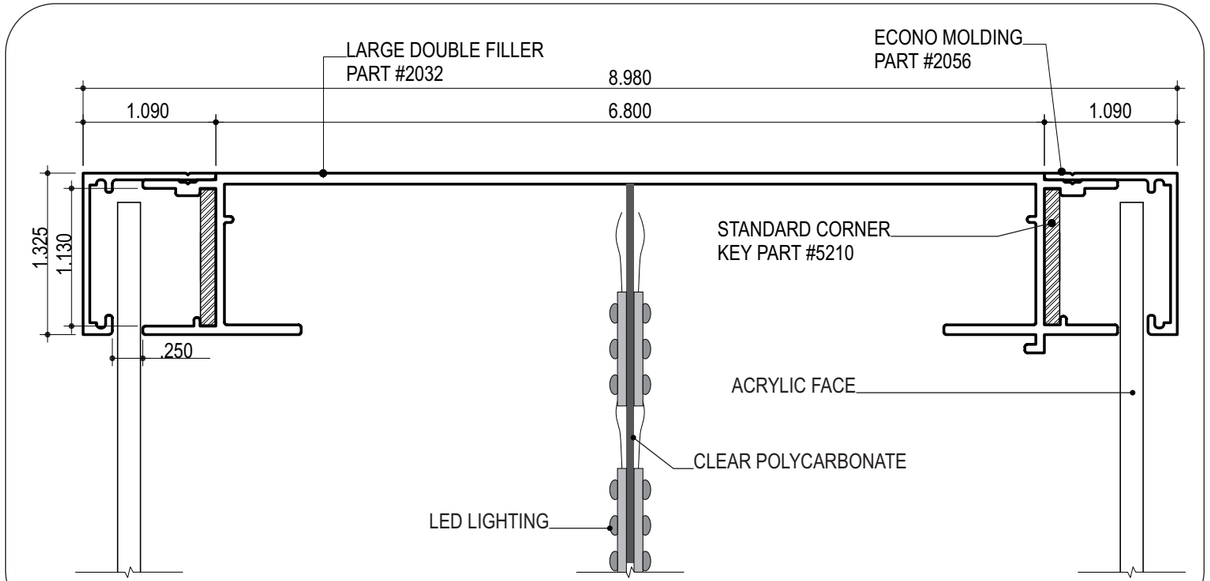
VISCO ELECTRONIC SIGNS

EXHIBIT 3 - PROJECT ARCHITECTURE

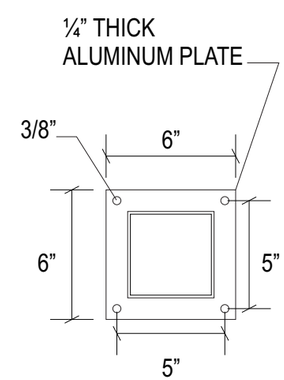
COLOR AND COPY DETAIL:
ALL EXTERIOR PAINTS TO HAVE SEMI-GLOSS FINISH, WITH THE EXCEPTION OF MATTE BLACK.

RENDERING AND GRAPHICS COLORS ARE FOR REFERENCE ONLY. ALL MATERIALS AND COPY SHOULD BE MANUFACTURED TO SPECIFICATIONS ON PREVIOUS PAGE

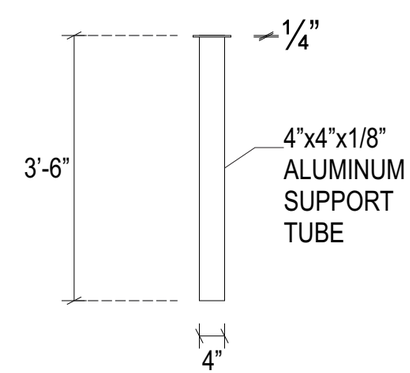




EXTRUDED CABINET SECTION VIEW



CABINET ALUMINUM PLATE



ALUMINUM POST W/ MATCHING PLATE

E F NEW D/F ILLUM. DIRECTIONAL SIGN

National Sign
& MARKETING CORPORATION
13580 5th St., Chino, CA 91710
Tel 909.591.4742 Fax 909.747.6446
e-mail: sales@nsmc.com
Lic# 745030 - Exp. 01/31/24

Project Name:
Chick-fil-A
#5650

Address:
Trinity Pkwy & Scott Creek Dr.
Stockton, CA 95219

Account Mgr.
Steve Rosenbloom

Approved by:

Date:

Drawing Number
30467

Revision

Designer: M.KOOT **Date:** 12/01/2023

PARTS DETAIL

Scale: NTS

Page 12

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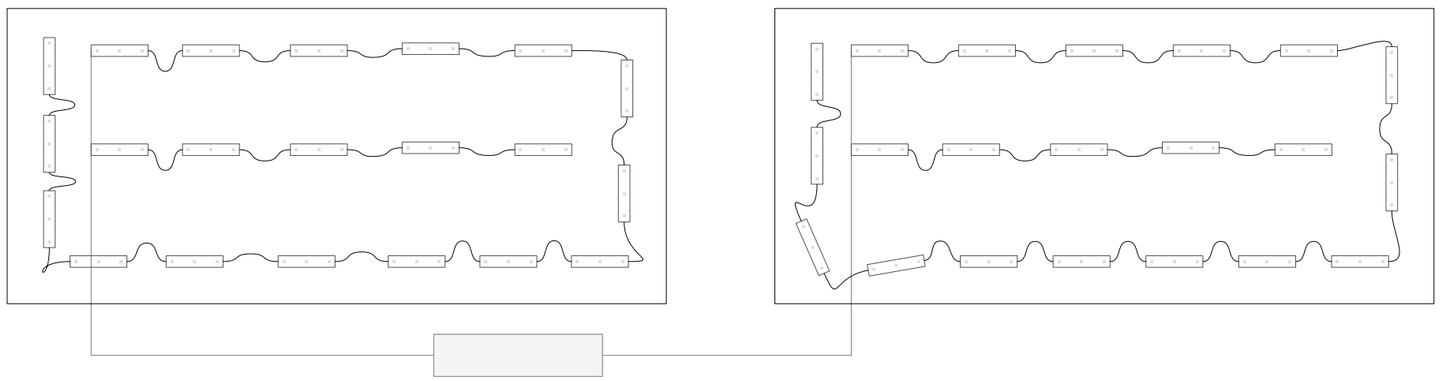
VISCO ELECTRONIC SIGNS

EXHIBIT 3 - PROJECT ARCHITECTURE



Load: 50.3
Modules: 42
Watts: 30.2 of 60.0
PS: Meanwell60w

42 MODULES - 3 GOQ 3WCO72-6500 WHITE 6500KELVIN .72
30.2 WATTS
1 POWER SUPPLY: LPV-60-12 POWER SUPPLY MEAN WELL
1.2 AMPS
1- 20 AMP 120V CIRCUIT

E F NEW D/F ILLUM. DIRECTIONAL SIGN

Component / Manufacture	Model:	Rating:	Comments,
Led Wire / Paige	98P183M	18 Awg, 600v	U.L. Listed
Led Wire / Paige	984182M	18 Awg, 600v	U.L. Listed
Wire Nuts / Ideal	71B,72B	300V	U.L. Listed
Wire Nuts / Ideal	73B,74B,75B	600V	U.L. Listed
Scotchlok/3M	Tap Connector 560	600V	U.L. Listed
Wire / Southwire	THHN12	12 Awg, 600v	U.L. Listed
Polycarbonate/Palram Americas	Palsun CS	Rigid Sign Face Material	U.L. R/C
Toggle Switch w-Boot/ Ventex	84675	20amp, 120-277v	U.L. R/C

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Designer: M.KOOT **Date:** 12/01/2023

LED LAYOUT

Scale: Page 13

NTS

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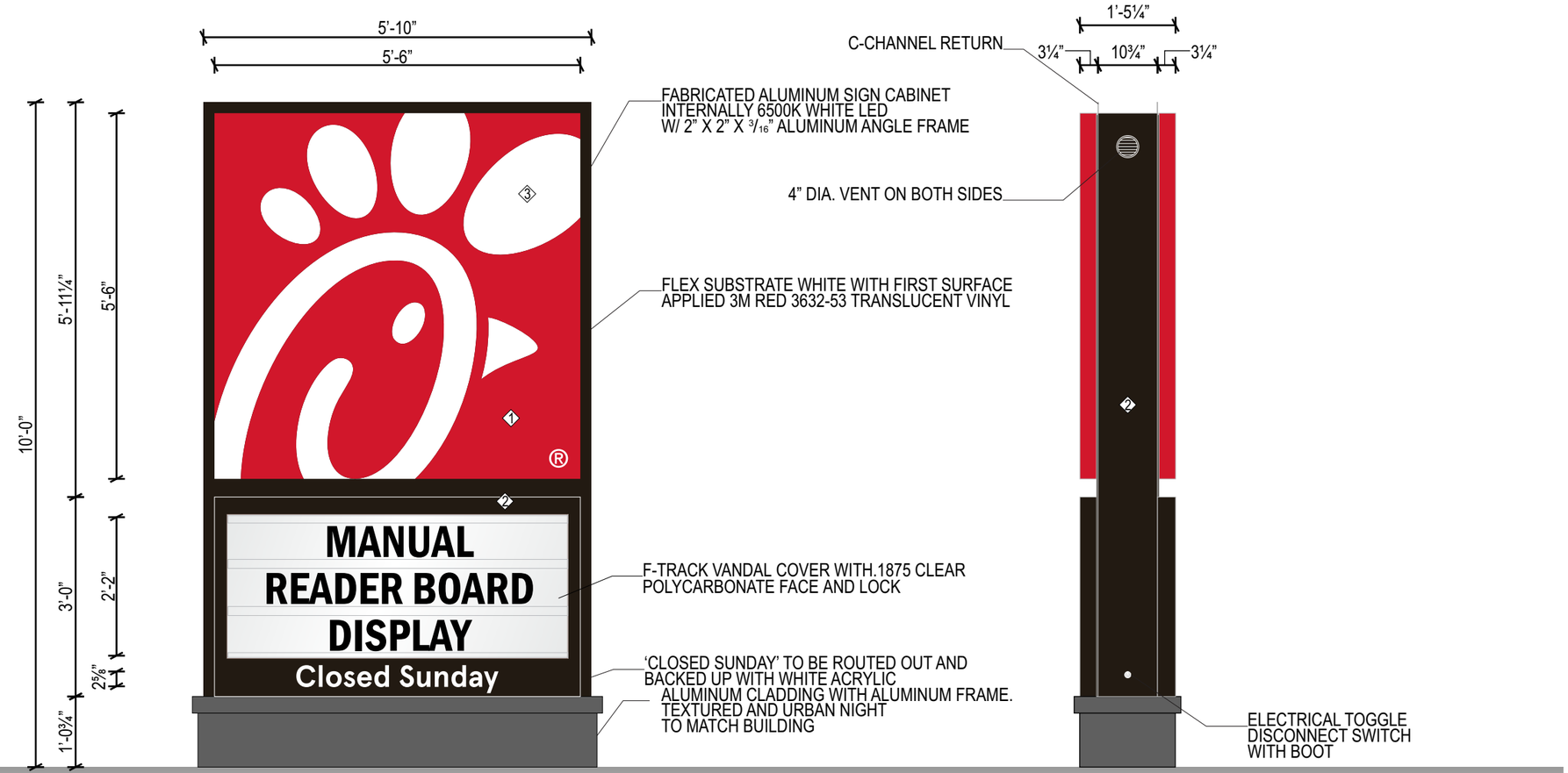
VISCO ELECTRONIC SIGNS

EXHIBIT 3 - PROJECT ARCHITECTURE

NOTE:
*GC TO SUPPLY PRIMARY POWER SOURCE ALL

*COMPONENTS TO BE U.L. LISTED AND APPROVED.

*THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6(A) (1) OF THE NATIONAL ELECTRICAL CODE.



52.13 SQ FT TOTAL

WAGNER ZIP TRACK
6" COPY/7"PANELS
150 LETTERS AND NUMBERS
46 CHARACTERS AND SYMBOLS
FRANKLIN GOTHIC EXTRA CONDENSED

G NEW D/F ILLUM. MONUMENT SIGN

Sign Specs:

MAIN CABINET:	FABRICATED .080 ALUMINUM 1'-3" TOTAL DEPTH, WITH 1½" RETAINERS AND RETURNS PAINTED DARK BRONZE. INTERIOR PAINTED MATTE WHITE.
FACES:	MAIN CABINET: WHITE FLEX SUBSTRATE WITH APPLIED FIRST SURFACE 3M RED #3632-53 TRANSLUCENT VINYL. RETAINER TO BE PAINTED MP10252
	READER BOARD: WHITE POLYCARBONATE WITH WAGNER ZIP LETTER TRACKS.
	CLOSED SUNDAY: ALUMINUM ROUTED OUT AND BACKED UP WITH WHITE ACRYLIC
ILLUMINATION:	WHITE 6500K LED.
BASE:	ALUMINUM FRAME CLAD IN ALUMINUM AND CORONADO PROLEDGE STONE VENEER TO MATCH BUILDING.
SWITCH:	ELECTRICAL TOGGLE DISCONNECT SWITCH WITH BOOT

ALL COMPONENTS TO BE U.L. APPROVED

Colors:

1. 3M RED 3632-53
2. MATTHEWS MP 74155 SV SATIN DARK BRONZE
3. WHITE FLEX SUBSTRATE
4. SHERWIN WILLIAMS CUSTOM - URBAN NIGHT

National Sign
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Account Mgr.
Steve Rosenbloom

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Designer: M.KOOT
Date: 12/01/2023

NEW D/F ILLUMINATED TALL MONUMENT W/ READER BOARD

Scale: ½" = 1'-0"

Page 14

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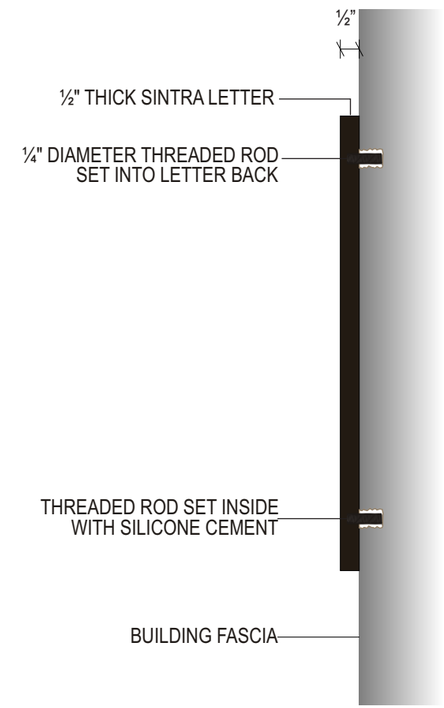
VISCO ELECTRONIC SIGNS

EXHIBIT 3 - PROJECT ARCHITECTURE



NEW SINTRA ADDRESS NUMERALS

Sign Specs:

NUMERALS:	TO BE ½" THICK FLAT CUT NON-ILLUMINATED SINTRA NUMERALS WITH FACES AND RETURNS TO BE PAINTED DARK BRONZE.
MOUNTING:	NUMERALS TO BE MOUNTED FLUSH TO FASCIA WITH THREADED RODS INTO NUMERAL BACK AND SET INTO PRE-DRILLED HOLES WITH SILICONE.

Colors:

1 MATTHEWS MP 74155 SV SATIN DARK BRONZE

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Steve Rosenbloom

Approved by:

Date:

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30467

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Designer: M.KOOT **Date:** 12/01/2023

NEW NON-ILLUMINATED SINTRA ADDRESS NUMERALS

Scale: **Page 15**

3" = 1'-0"

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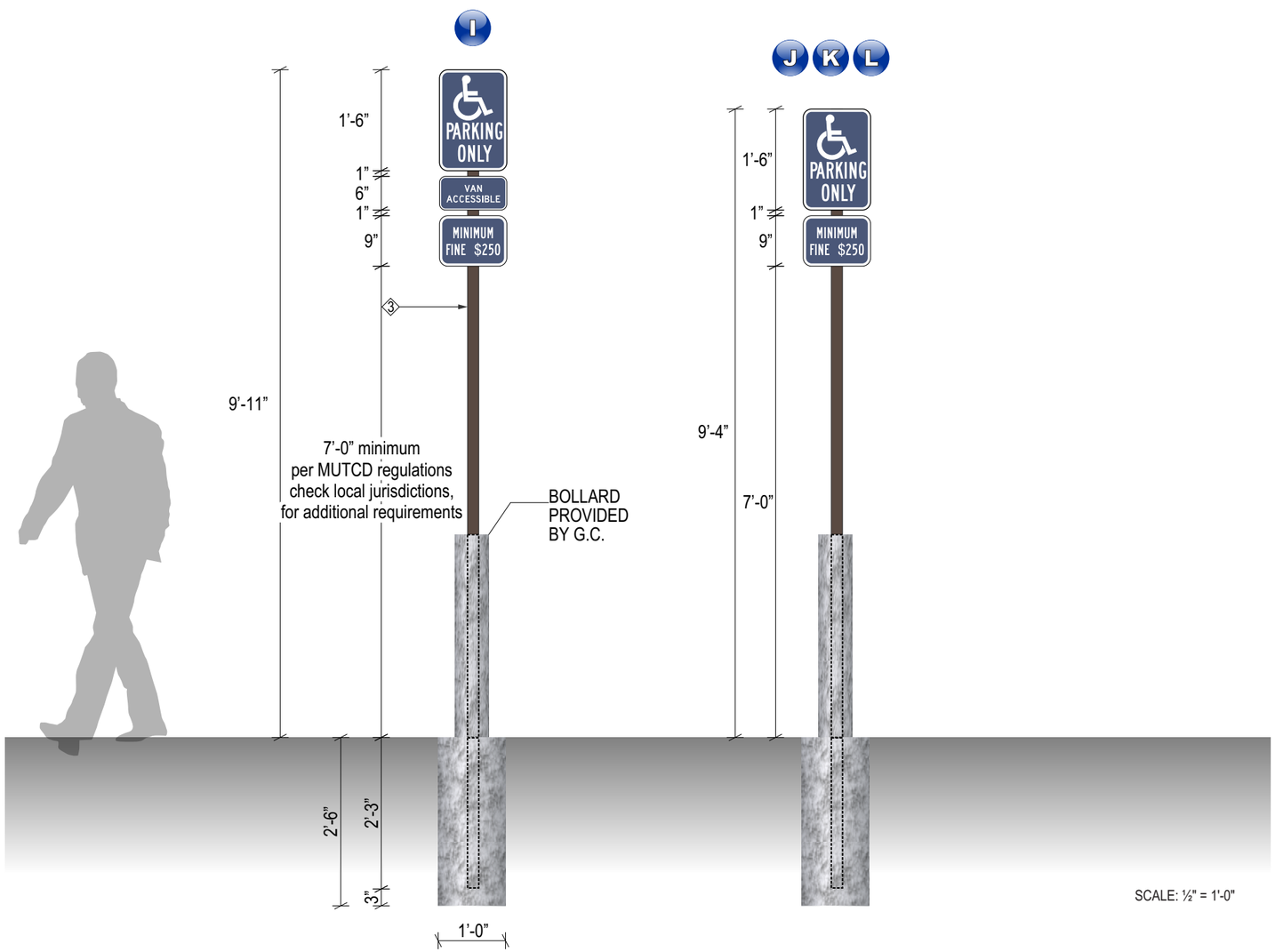
C US

VISCO ELECTRONIC SIGNS

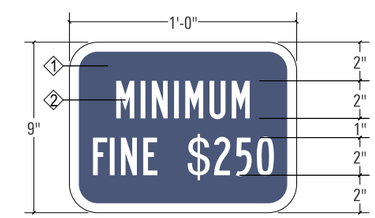
EXHIBIT 3 - PROJECT ARCHITECTURE

BOLLARD TO BE SET BY OTHERS
FINISHED WITH POST AND PANEL SIGN BY NSMC



* Guidelines shown above taken from State of California Department of Transportation.
Refer to local code or jurisdiction for graphic / sign requirements.

* Guidelines shown above taken from Standard Highway Signs 2004 Edition, 2012 Supplement.



* Guidelines shown above taken from State of California Department of Transportation.
Refer to local code or jurisdiction for graphic / sign requirements.

SCALE: 1 ½" = 1'-0"

I J K L NEW HANDICAP PARKING SIGNS

CFA - 00775 - CFA ADA PARKING 12X18 (STATE SPECIFIC)
CFA - 00776 - CFA ADA PARKING WITH VAN ACCESSIBLE PANEL 12X9 (STATE SPECIFIC)

Sign Specs:

PANEL:	.080 ALUMINUM PANELS WITH 1 ½" RADIUS CORNERS, ATTACHED TO POLE WITH CARRIAGE BOLTS. BACKS PAINTED DARK BRONZE.
FACE:	CUT OUT / WEEDED REFLECTIVE VINYL APPLIED FIRST SURFACE
POST:	2" X 2" ALUMINUM POLE CAPPED ON TOP, POST TO BE PAINTED DARK BRONZE.
FOOTING:	CONCRETE FOOTING PER CITY REGULATIONS.

Colors:

1	3M 680-75 REFLECTIVE BLUE
2	3M 680-10 REFLECTIVE WHITE
3	MP 20181 DARK BRONZE

National Sign
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Account Mgr.
Steve Rosenbloom

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Date:

Drawing Number
30467

Revision

Designer: M.KOOT
Date: 12/01/2023

DIRECTIONAL
HANDICAP SIGNS

Scale: Page 16
NOTED

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VISCO ELECTRONIC SIGNS

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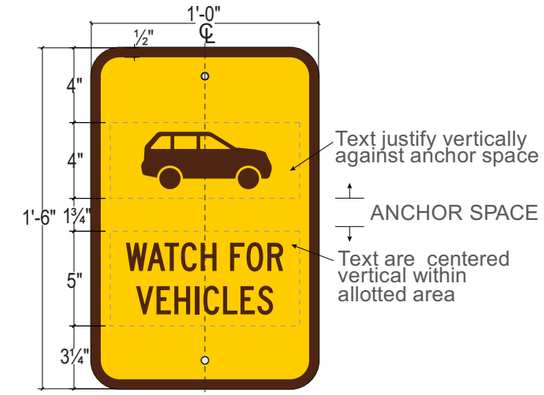
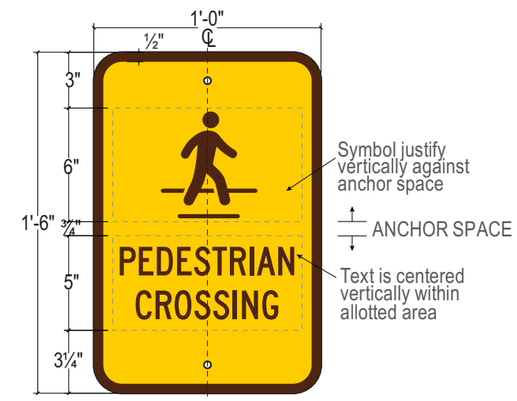


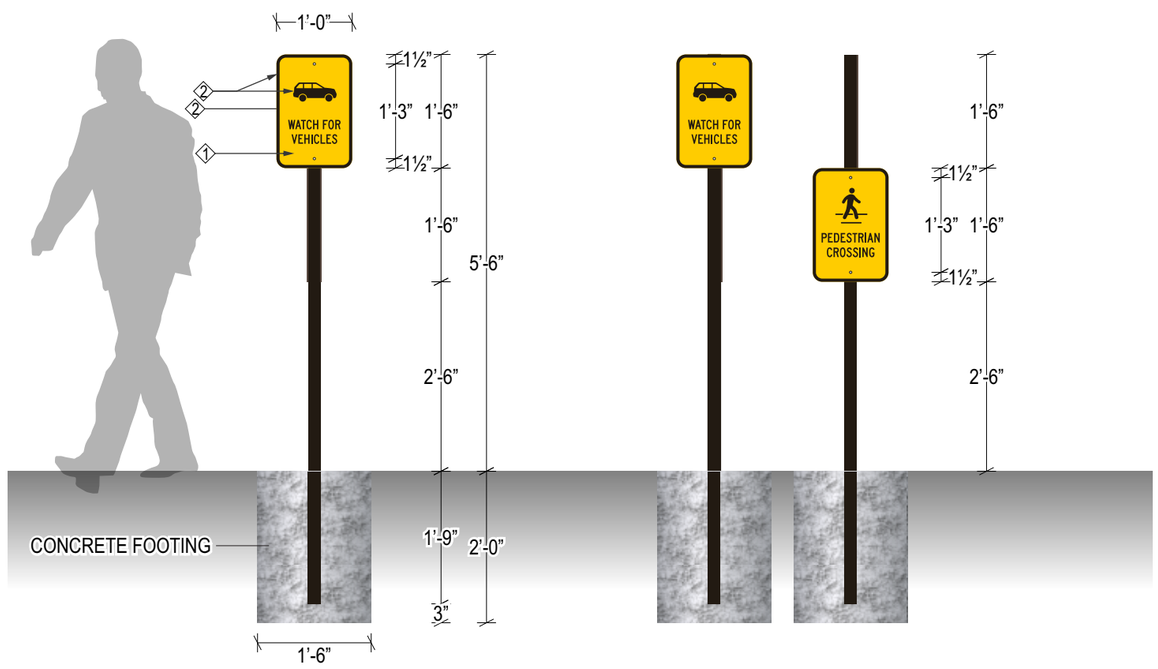
FHWA Series C 160 pt size/165 point leading
-25 Tracking and Optical Kerning

SCALE: 1½" = 1'-0"



FHWA Series C 160 pt size/165 point leading
-25 Tracking and Optical Kerning

SCALE: 1½" = 1'-0"



CFA - 00769 - CFA WATCH FOR VEHICLES 12X18 BRONZE&YELLOW
CFA - 00770 - CFA PEDESTRIAN CROSSING 12X18 BRONZE&YELLOW

OP NEW PEDESTRIAN SIGNS

SIDE A SIDE B SIDE C

Sign Specs:

PANEL:	.080 ALUMINUM PANELS WITH 1½" RADIUS CORNERS WITH CUT OUT/ WEEDED REFLECTIVE VINYL OVERLAY. ATTACHED TO POLE WITH CARRIAGE BOLTS. FACE & BACKS TO BE PAINTED DARK BRONZE.
POST:	2" X 2" ALUMINUM POLE CAPPED ON TOP. POST TO BE PAINTED DARK BRONZE.
FOOTING:	CONCRETE FOOTING PER CITY REGULATIONS.

Colors:

1 3M 680-71 REFLECTIVE YELLOW
2 MP 20181 DARK BRONZE

National Sign & MARKETING CORPORATION
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Tel 909.591.4742 Fax 909.747.6446
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Lic# 745030 - Exp. 01/31/24

Project Name:
Chick-fil-A
#5650

Address:
Trinity Pkwy & Scott Creek Dr.
Stockton, CA 95219

Account Mgr.
Steve Rosenbloom

Approved by:

Date:

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30467

Revision

Designer: M.KOOT **Date:** 12/01/2023

T/F PEDESTRIAN CROSSWALK AND VEHICLE CROSSING SIGN

Scale: Page 17
½" = 1'-0"

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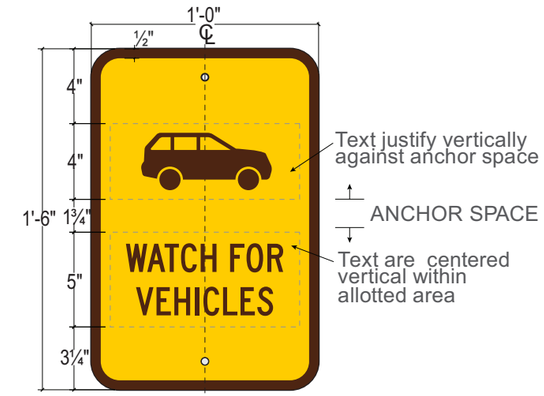
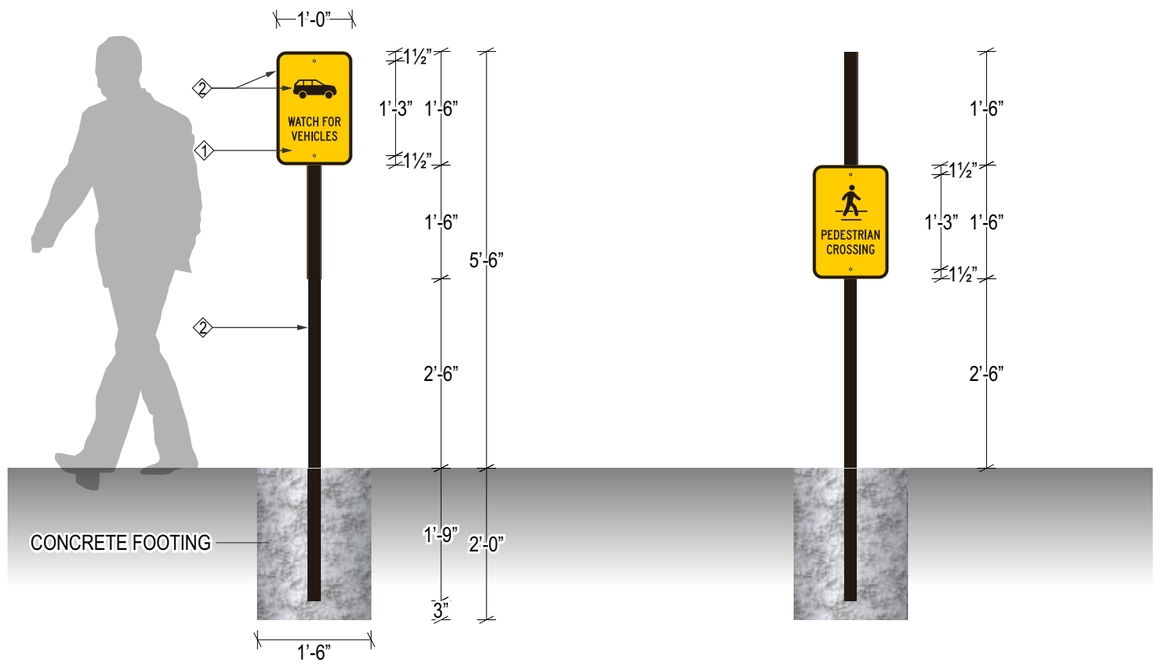
VISCO ELECTRONIC SIGNS

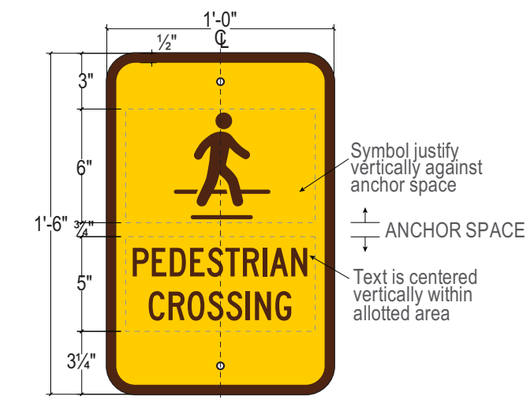
EXHIBIT 3 - PROJECT ARCHITECTURE



FHWA Series C 160 pt size/165 point leading
-25 Tracking and Optical Kerning

SCALE: 1½" = 1'-0"





FHWA Series C 160 pt size/165 point leading
-25 Tracking and Optical Kerning

SCALE: 1½" = 1'-0"

CFA - 00769 - CFA WATCH FOR VEHICLES 12X18 BRONZE&YELLOW
CFA - 00770 - CFA PEDESTRIAN CROSSING 12X18 BRONZE&YELLOW

NEW PEDESTRIAN SIGNS

SIDE A & B

SIDE C & D

Sign Specs:

PANEL:	.080 ALUMINUM PANELS WITH 1½" RADIUS CORNERS WITH CUT OUT/ WEEDED REFLECTIVE VINYL OVERLAY. ATTACHED TO POLE WITH CARRIAGE BOLTS. FACE & BACKS TO BE PAINTED DARK BRONZE.
POST:	2" X 2" ALUMINUM POLE CAPPED ON TOP. POST TO BE PAINTED DARK BRONZE.
FOOTING:	CONCRETE FOOTING PER CITY REGULATIONS.

Colors:

1. 3M 680-71 REFLECTIVE YELLOW
2. MP 20181 DARK BRONZE

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Account Mgr.
Steve Rosenbloom

Approved by:

Date:

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Date: 12/01/2023

Q/F PEDESTRIAN CROSSWALK AND VEHICLE CROSSING SIGN

Scale: ½" = 1'-0"

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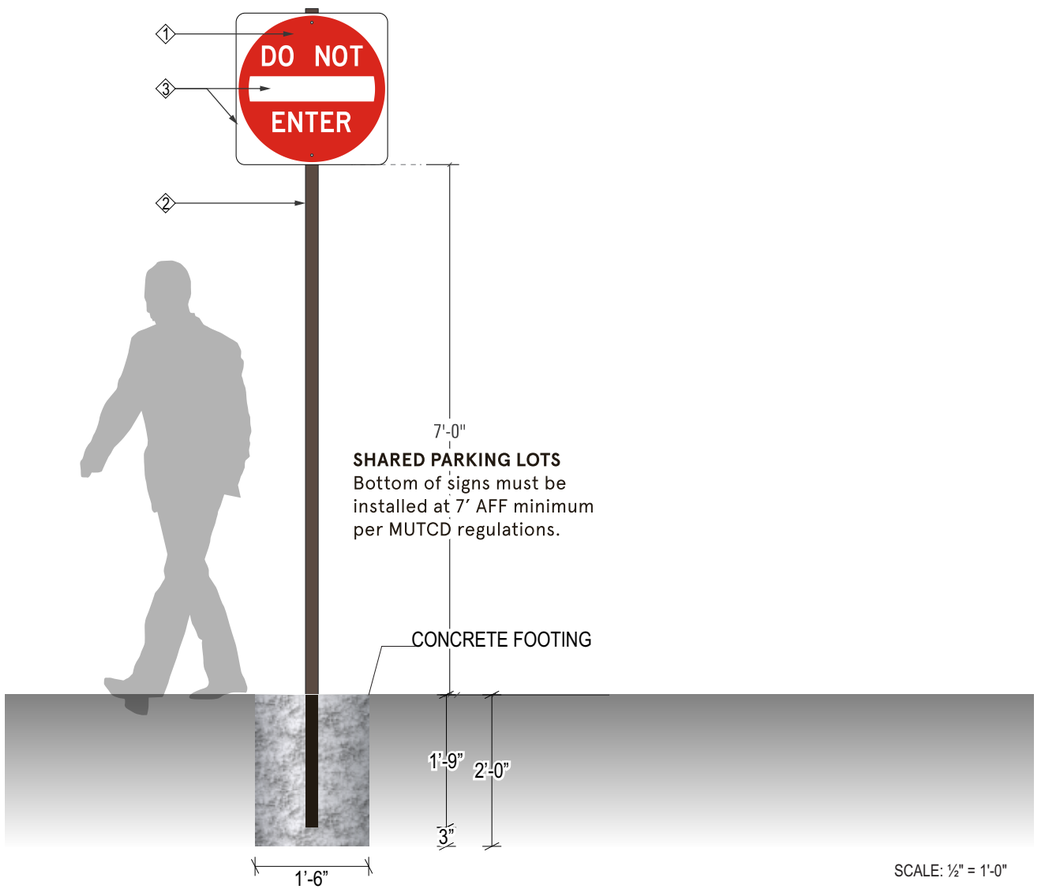
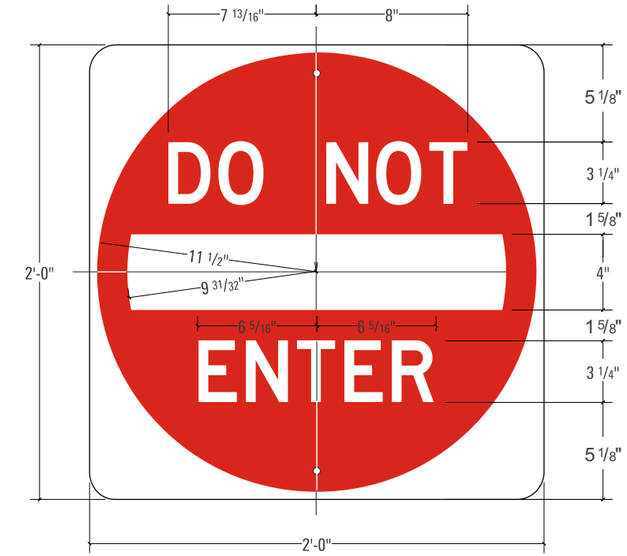


SCALE: ½" = 1'-0"

NEW DO NOT ENTER SIGN



FHWA Series C height 3 1/4"
0 Tracking and Optical Kerning

SCALE: 1 ½" = 1'-0"

CFA - 00772 - CFA DO NOT ENTER 24X24

Sign Specs:

PANEL:	.080 ALUMINUM PANELS. ATTACHED TO POLE WITH CARRIAGE BOLTS. BACKS PAINTED DARK BRONZE.
FACE:	CUT OUT / WEEDED REFLECTIVE VINYL APPLIED FIRST SURFACE
POST:	2" X 2" ALUMINUM POLE CAPPED ON TOP, POST TO BE PAINTED DARK BRONZE.
FOOTING:	CONCRETE FOOTING PER CITY REGULATIONS.

Colors:

1. 3M 680-82 REFLECTIVE RUBY RED
2. MP 20181 DARK BRONZE
3. 3M 680-10 REFLECTIVE WHITE

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Approved by:

Date:

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Designer: M.KOOT **Date:** 12/01/2023

DIRECTIONAL

DO NOT ENTER SIGN

Scale: **Page 19**

¾" = 1'-0"

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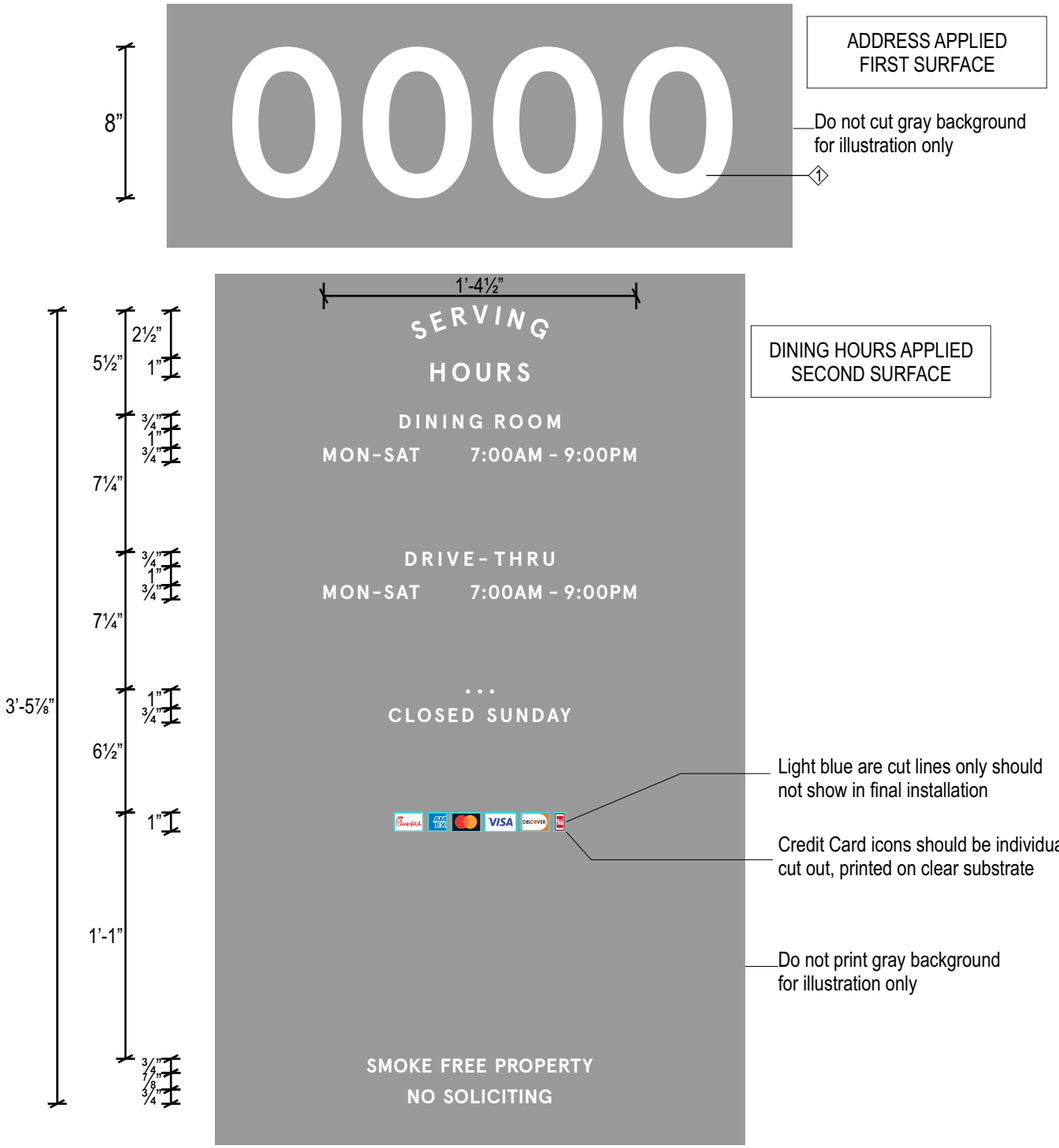
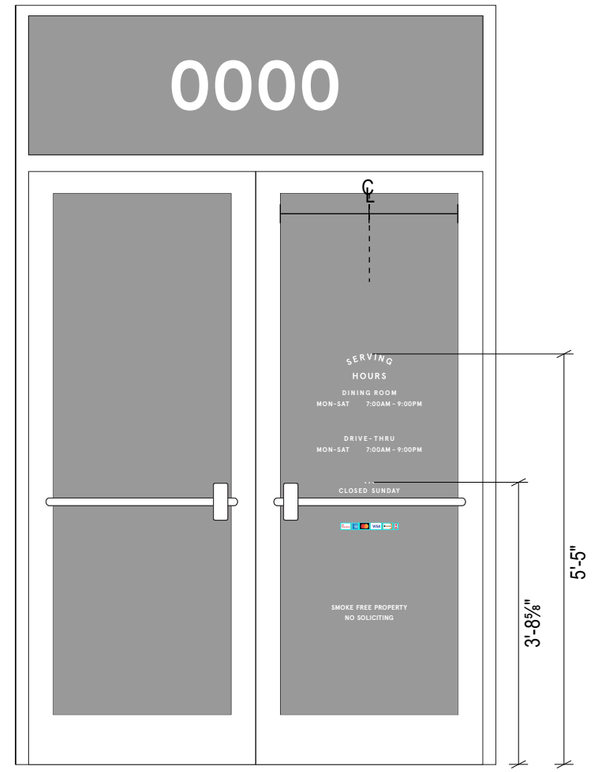
VISCO ELECTRONIC SIGNS

EXHIBIT 3 - PROJECT ARCHITECTURE

Preferred 6
1 Day Block
2 Channels



STORE HOURS TO BE VERIFIED



DOUBLE DOOR LAYOUT
SCALE: 1/2"=1'-0"

NEW STORE HOURS VINYL

Sign Specs:

STORE HOURS: WHITE VINYL AND DIGITALLY PRINTED VINYL APPLIED TO APPROPRIATE SURFACE

Colors:

1 3M 7725-10 OPAQUE WHITE

National Sign
& MARKETING CORPORATION
13580 5th St., Chino, CA 91710
Tel 909.591.4742 Fax 909.747.6446
e-mail: sales@nsmc.com
Lic# 745030 - Exp. 01/31/24

Project Name:
Chick-fil-A
#5650

Address:
Trinity Pkwy & Scott Creek Dr.
Stockton, CA 95219

Account Mgr.
Steve Rosenbloom

Approved by:

Date:

Drawing Number
30467

Revision

Designer: M.KOOT **Date:** 12/01/2023

STORE/DRIVE THRU HOURS VINYL 1 LINE SCHEDULE

Scale: Page 20
1 ½" = 1'-0"

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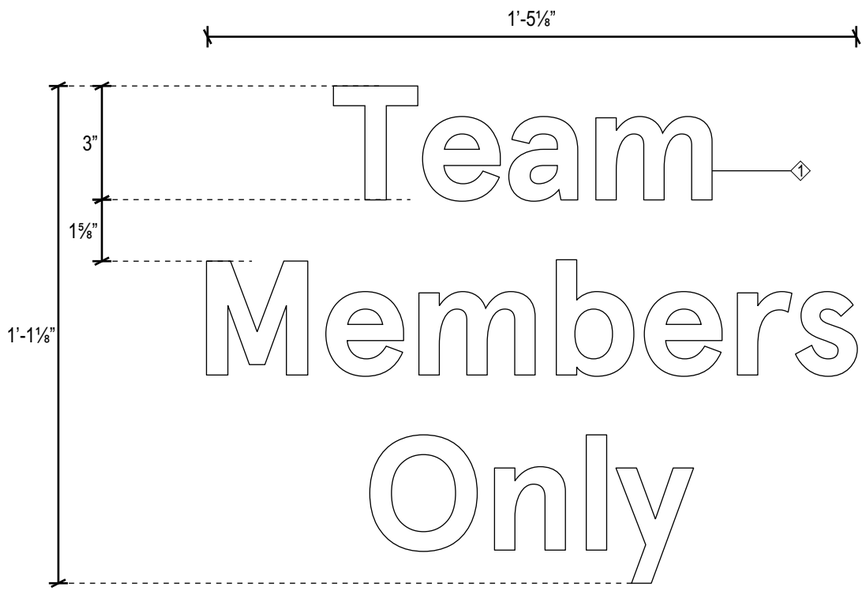
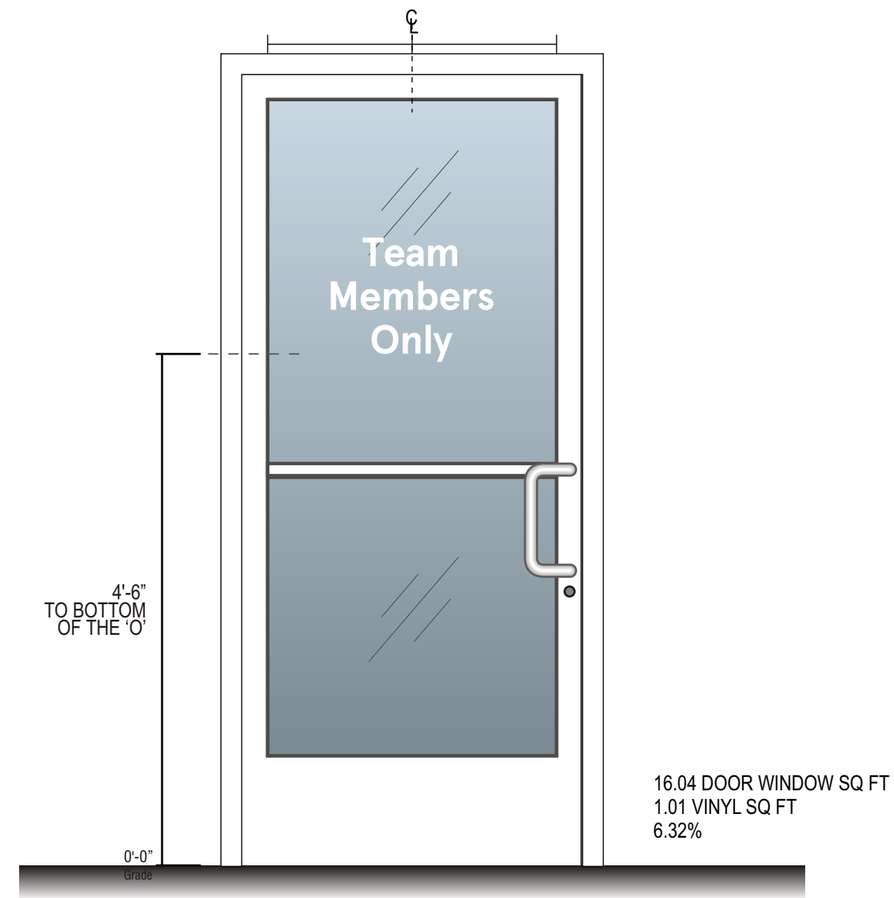
VISCO ELECTRONIC SIGNS

EXHIBIT 3 - PROJECT ARCHITECTURE



ALL LETTERING APPLIED
FIRST SURFACE



16.04 DOOR WINDOW SQ FT
1.01 VINYL SQ FT
6.32%

SCALE: 3/4"=1'-0"

NEW TEAM MEMBER ONLY VINYL

CFA-00852

Sign Specs:

DOOR VINYL: WHITE VINYL APPLIED TO FIRST SURFACE.

Colors:

1 3M 7725-10 OPAQUE WHITE

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TEAM MEMBERS ONLY VINYL

Scale: Page 21

3" = 1'-0"

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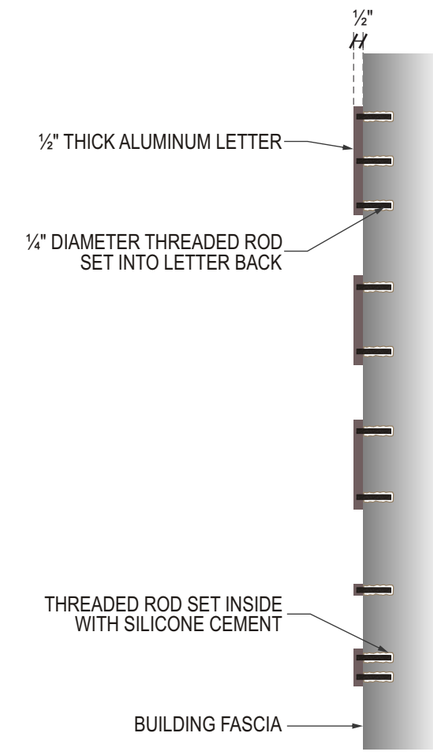

SIGN AREA = 28.41 ft²

CHICK-FIL-A TO PROVIDE LOCAL STORE NAME WITH APPROVED FINAL ART FILE PER PROJECT

THIS EXAMPLE IS FOR STORE NAMES THE REQUIRE TWO LINES

NEW FRIENDS & NEIGHBORS SIGN

CFA - 00713 - 2B WELCOME LETTERS (2 LINES) 66"

Sign Specs:

FCO LETTERS:	TO BE ½" THICK FLAT CUT NON-ILLUMINATED ALUMINUM LETTERS WITH FACES AND RETURNS TO BE PAINTED METALLIC BRONZE.
MOUNTING:	TO BE MOUNTED FLUSH TO FASCIA WITH THREADED RODS INTO NUMERAL BACK AND SET INTO PRE-DRILLED HOLES WITH SILICONE.
FONTS:	**APERCU BOLD**
	CAECILIA COM 85 HEAVY

Colors:

1 MATTHEWS PAINT EQUUS BRONZE METALLIC MP20181

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NON-ILLUMINATED WELCOME WALL DIMENSIONAL STAMP SIGN

Scale: **Page 22**

1" = 1'-0"

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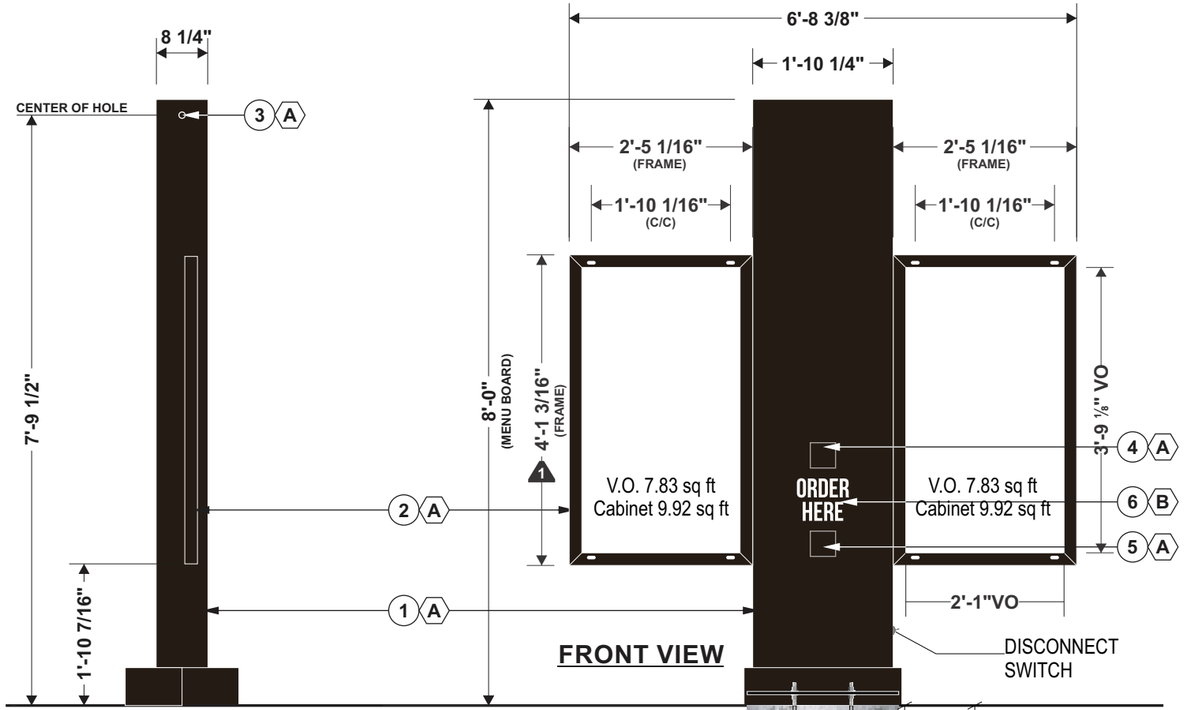
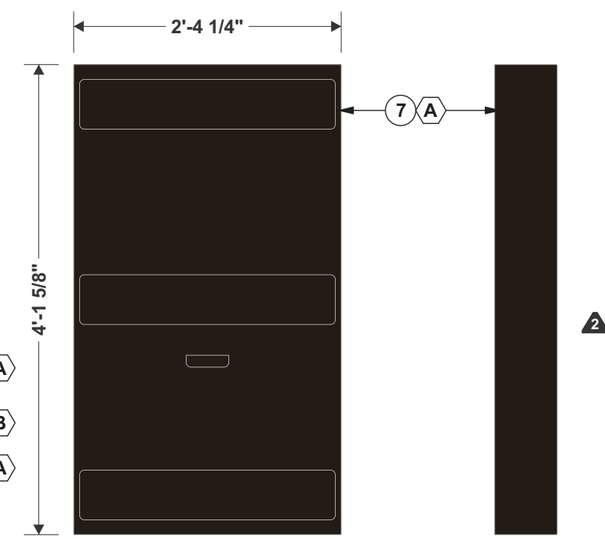
VISCO ELECTRONIC SIGNS

FOOTINGS BY OTHERS, FINAL SETTING BY NSMC
TO BE FABRICATED BY OTHERS





DRIVE-THRU MENU BOARD

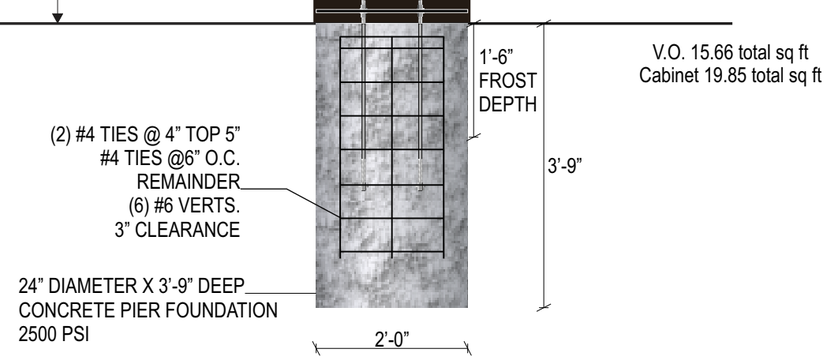
Electrical specifications:

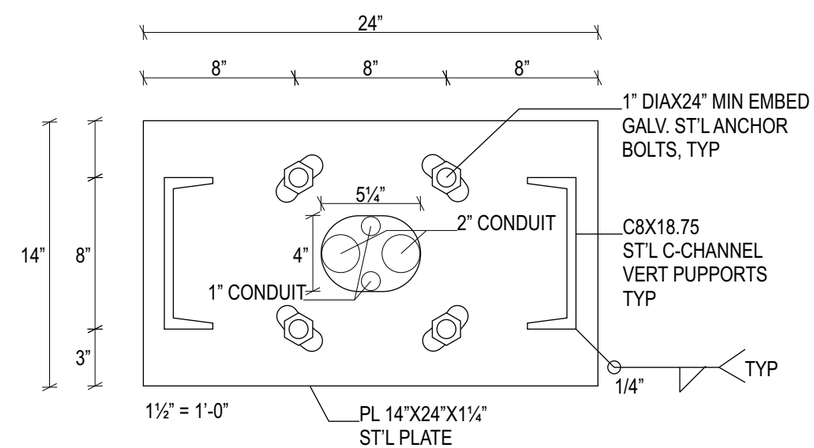
Volts:	120	Amp.:	1.4	Circ.:	2

#	Descriptions:
1	FABRICATED C-CHANNEL STRUCTURE COVERED WITH ALUMINUM
2	2"X 2" STEEL ANGLES FRAME BOLTED TO STRUCTURE (TO HOLD DISPLAYS)
3	PLASTIC BUSHINGS (ONE EACH SIDE)
4	SPEAKER
5	MICROPHONE
6	VINYL DECAL APPLIED TO FIRST SURFACE
7	ALUMINUM ENCLOSURE FOR DISPLAY (2X)

#	Notes:
1	SEE TECHNICAL DRAWING FOR DETAILS

#		Colors:
2 A		PAINTED CFA BRONZE
B		WHITE REFLECTIVE VINYL #680-10





1 2 DRIVE-THRU MENU

NOTE: ALL WORK TO COMPLY WITH 2022CALIFORNIA ELECTRICAL CODE (CEC)

Sign Specs:

MAIN CABINET:	FABRICATED .080 ALUMINUM RETAINERS AND RETURNS PAINTED DARK BRONZE.
FACES:	DIGITAL DISPLAY
BASE:	ALUMINUM FRAME CLAD IN ALUMINUM.
SWITCH:	ELECTRICAL TOGGLE DISCONNECT SWITCH WITH BOOT
	ALL COMPONENTS TO BE U.L. APPROVED

Colors:

1	MATTHEWS MP 74155 SV SATIN DARK BRONZE
2	WHITE REFLECTIVE VINYL #680-10

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Address:
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Account Mgr.
Steve Rosenbloom

Approved by:

Date:

Drawing Number
30467

Revision

Designer: M.KOOT **Date:** 12/01/2023

DRIVE THRU DIGITAL MENU BOARD

Scale: **Page 23**
½" = 1'-0"

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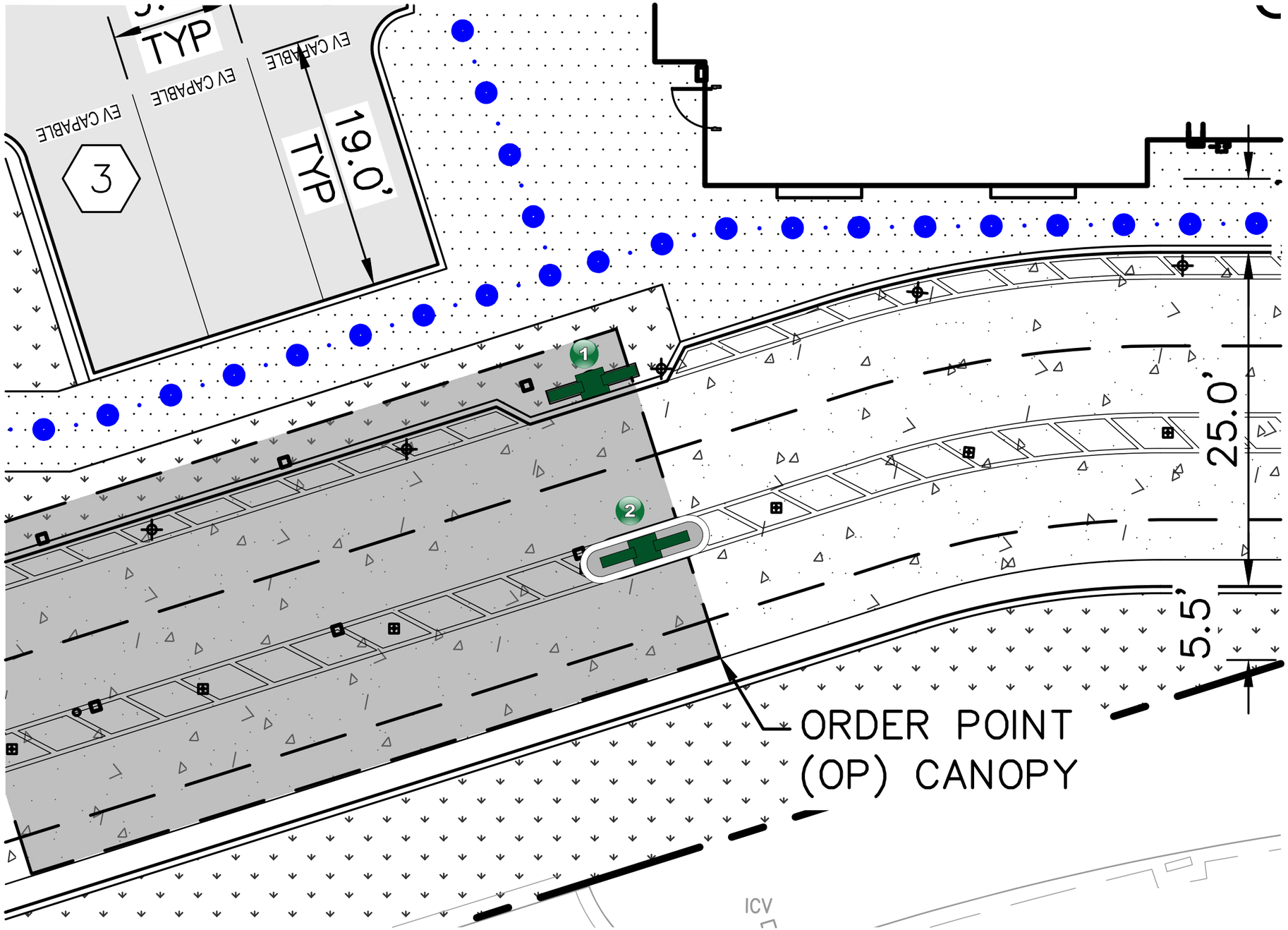
VISCO ELECTRONIC SIGNS

EXHIBIT 3 - PROJECT ARCHITECTURE



1 2 DRIVE-THRU MENU

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DRIVE THRU MENU BOARD LAYOUT

Scale: **Page 24**

⅛" = 1'-0"

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VISCO
ELECTRONIC SIGNS

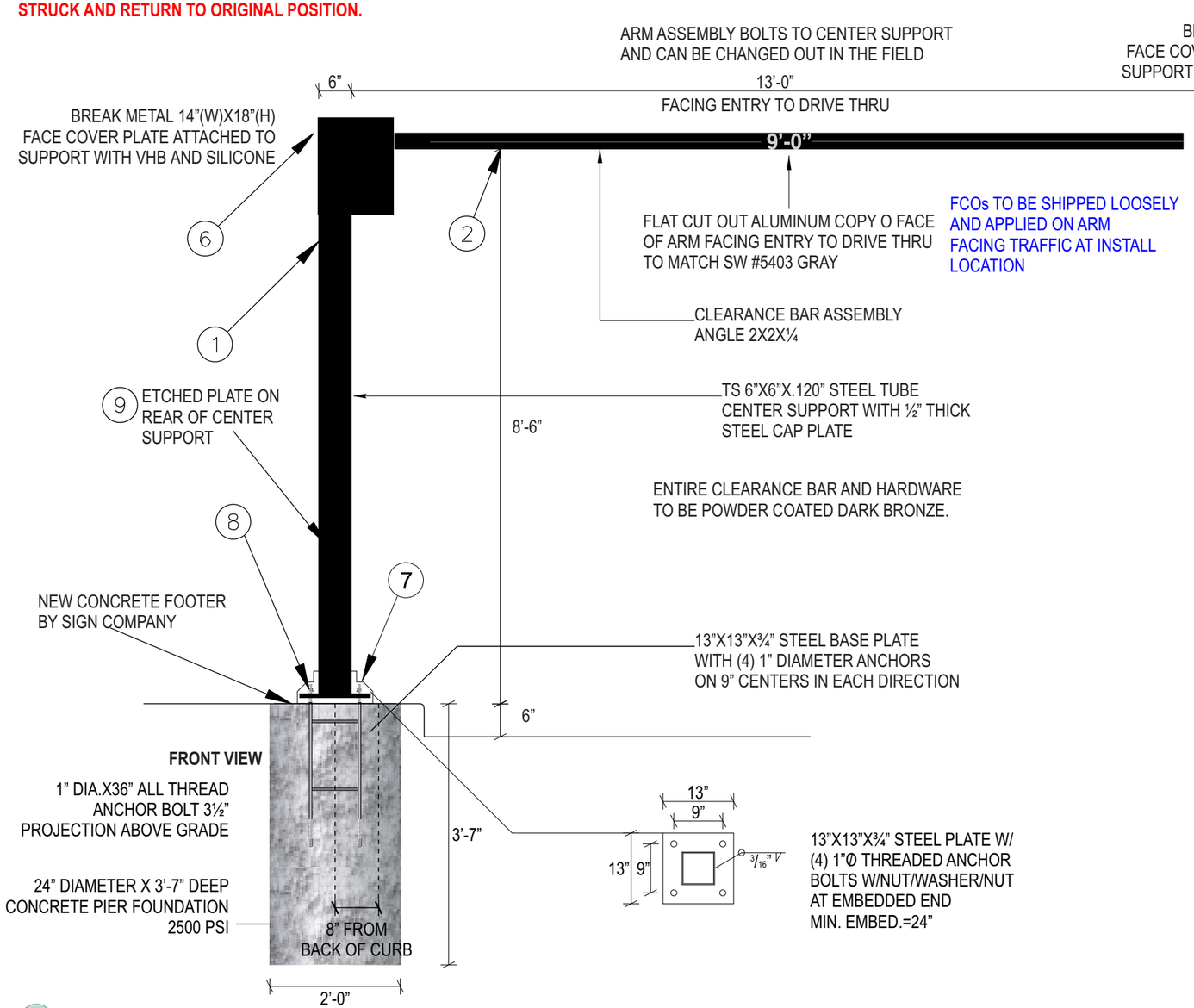
EXHIBIT 3 - PROJECT ARCHITECTURE

FOOTINGS BY OTHERS, FINAL SETTING BY NSMC
TO BE FABRICATED BY OTHERS

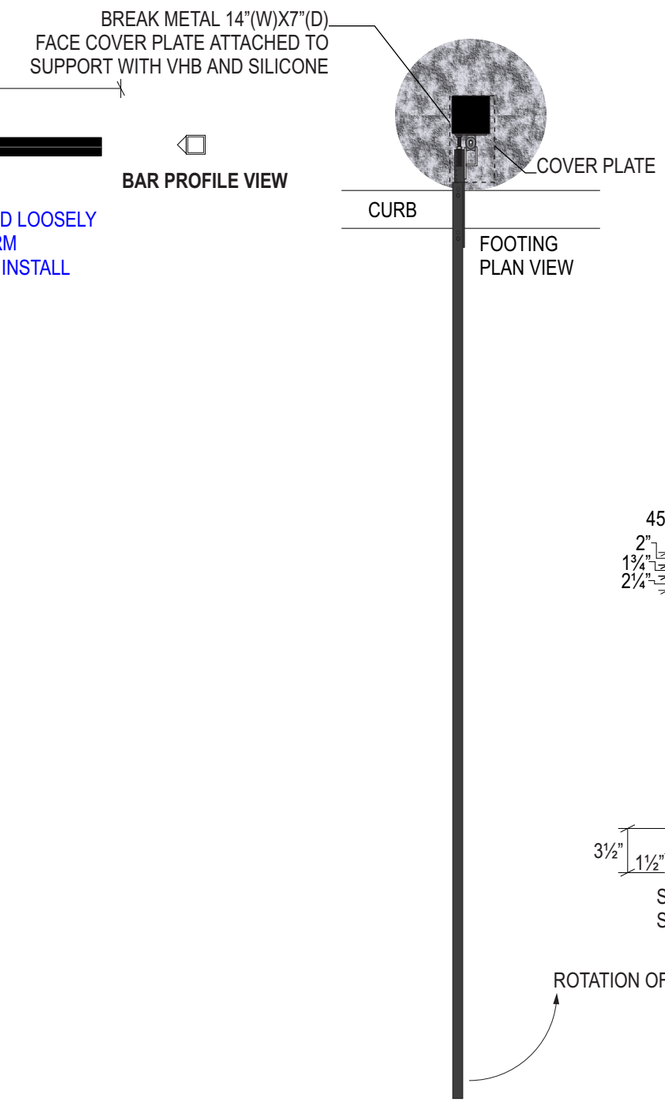
NOTE:
CLEARANCE BAR ARM TO ROTATE WHEN STRUCK AND RETURN TO ORIGINAL POSITION.

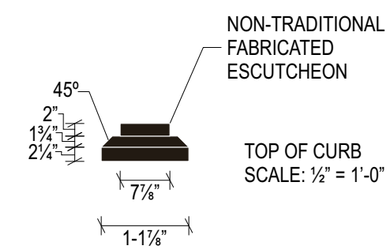
NOTE:
1. ENTIRE CLEARANCE BAR AND HARDWARE TO BE POWDER-COATED DARK BRONZE FINISH
2. CHANDLER TO PROVIDE ALL-THREAD ANCHORS WITH FENDER WASHERS AND HEX BOLTS
3. GENERAL CONTRACTOR TO POUR NEW CONCRETE FOOTER. FOUR ALL-THREAD ANCHORS TO BE EMBEDDED INTO FOOTER ON 9 INCH CENTERS

ITEM	QUANTITY	DESCRIPTION
1	1	CENTER POST ASSEMBLY, 6"X6" STEEL
2	1	CLEARANCE BAR ASSEMBLY, 2"X2" ALUM ANGLE
6	1	TOP COVER, .125" ALUM BREAK FORMED
7	1	BASE COVER, .08" ALUM, BREAK FORMED
8	4	1"X36" LONG, ALL THREAD ANCHORS, INCLUDING NUTS AND WASHERS
9	1	CLEARANCE BAR ID PLATE

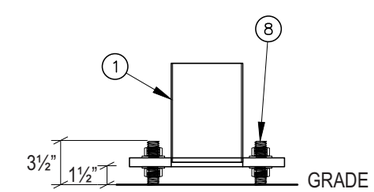


3 DRIVE-THRU CLEARANCE ARM





TOP OF CURB
SCALE: ½" = 1'-0"



SUPPORT MOUNTING DETAIL
SCALE: 1" = 1'-0"

Sign Specs:

CLEARANCE ARM: TO BE FABRICATED BY OTHERS TO BE PAINTED DARK BRONZE.
COPY: 9'-0" TO BE FLAT CUT OUT ALUMINUM COPY ON FACE OF ARM FACING ENTRY TO DRIVE THRU PAINTED TO MATCH SW #5403 GRAY ATTACHED WITH VHB.
NOTES: STANDARD HEIGHT ACCORDING TO CLEARANCE, DRIVE THRU GRADE TO BOTTOM OF CLEARANCE ARM. HEIGHT OF CAGE WILL NEED TO BE ADJUSTED TO ACCOMMODATE THE DISTANCE BETWEEN THE ARM AND GRADE. THERE MUST BE AT LEAST 3½" OF BOLT THREAD ABOVE GRADE.

Colors:

1 SHERWIN WILLIAMS #5403 GRAY
2 MATTHEWS MP 74155 SV SATIN DARK BRONZE

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Date: 12/01/2023

EXTENDED CLEARANCE ARM

Scale: ½" = 1'-0"
Page 25

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NOTE:
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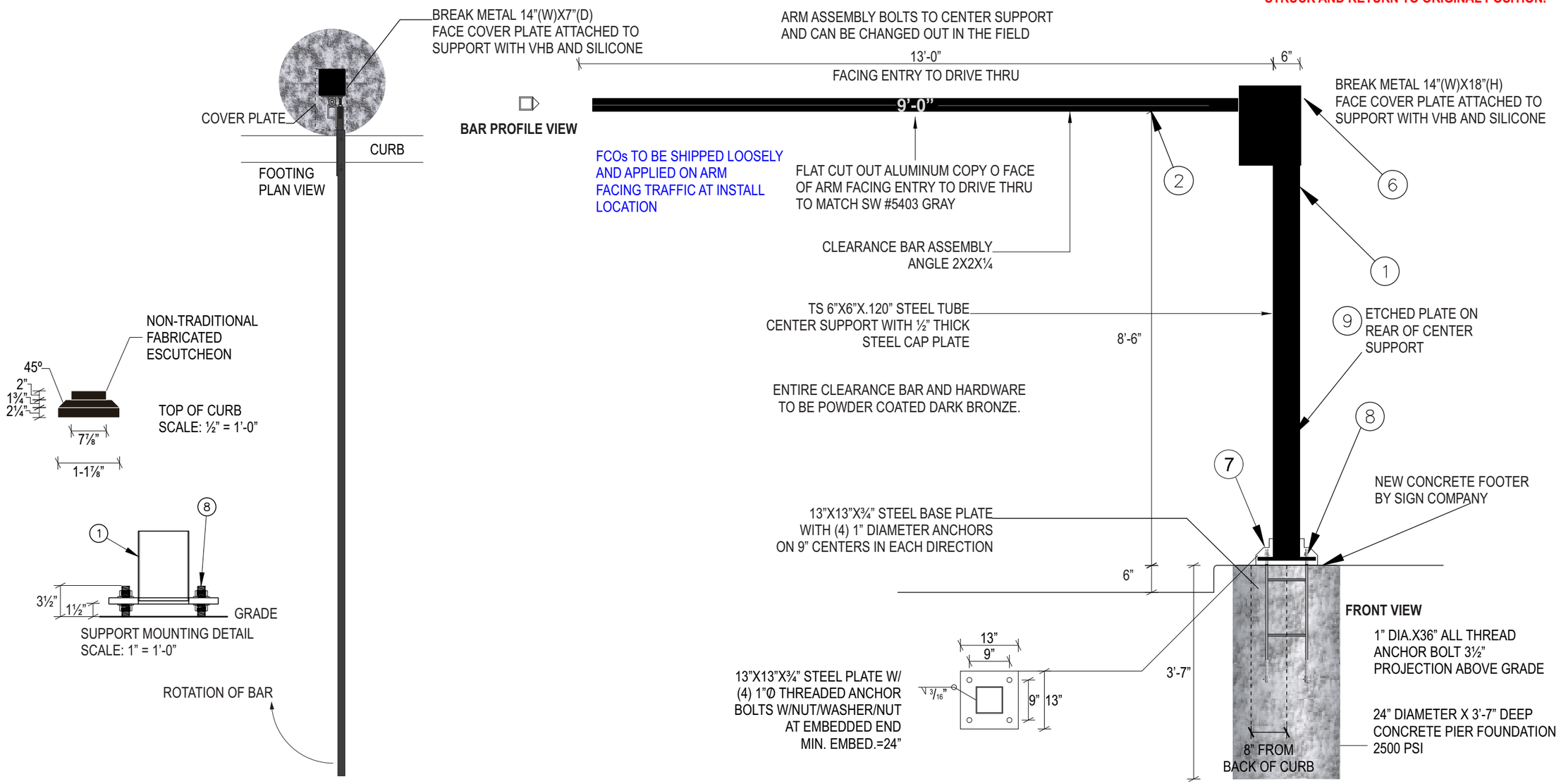
FOOTINGS BY OTHERS, FINAL SETTING BY NSMC TO BE FABRICATED BY OTHERS

NOTE:
CLEARANCE BAR ARM TO ROTATE WHEN STRUCK AND RETURN TO ORIGINAL POSITION.



4 DRIVE-THRU CLEARANCE ARM

Sign Specs:

CLEARANCE ARM: TO BE FABRICATED BY OTHERS TO BE PAINTED DARK BRONZE.
COPY: 9'-0" TO BE FLAT CUT OUT ALUMINUM COPY ON FACE OF ARM FACING ENTRY TO DRIVE THRU PAINTED TO MATCH SW #5403 GRAY ATTACHED WITH VHB.
NOTES: STANDARD HEIGHT ACCORDING TO CLEARANCE, DRIVE THRU GRADE TO BOTTOM OF CLEARANCE ARM. HEIGHT OF CAGE WILL NEED TO BE ADJUSTED TO ACCOMMODATE THE DISTANCE BETWEEN THE ARM AND GRADE. THERE MUST BE AT LEAST 3½" OF BOLT THREAD ABOVE GRADE.

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Date:

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EXTENDED CLEARANCE ARM

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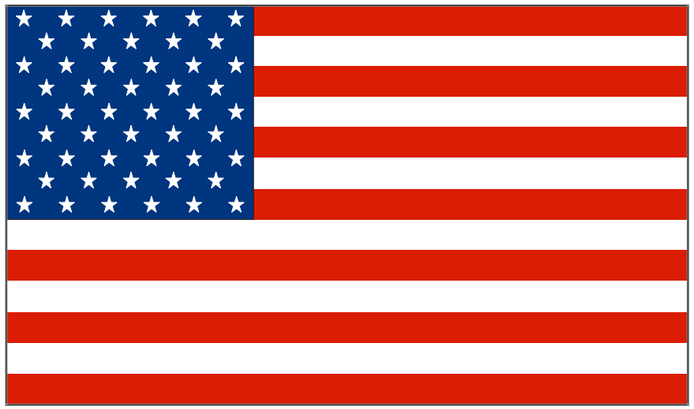


Flag

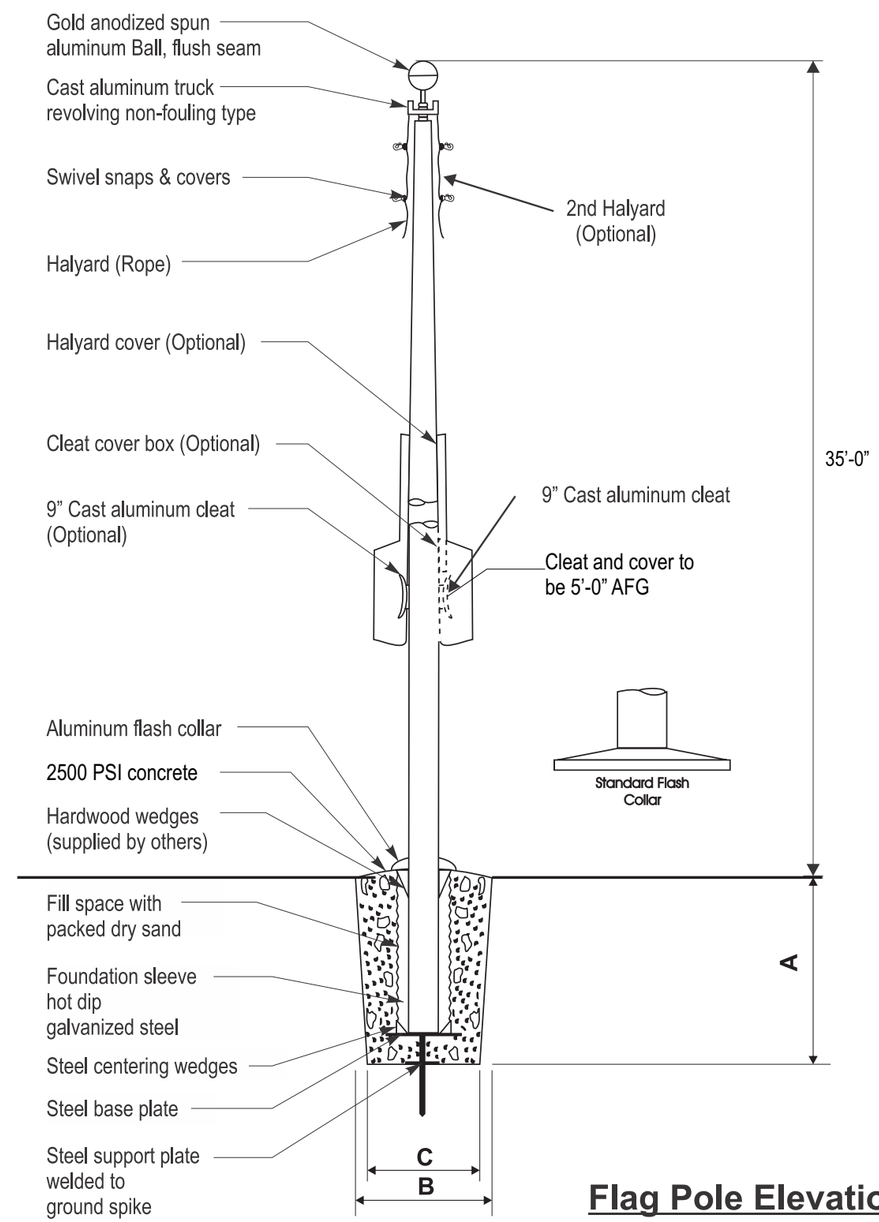
FOUNDATION SIZES

HEIGHT	A	B	C	FLAG SIZE
20'	3'-6"	30"	24"	6'-10'
25'	3'-6"	30"	24"	6'-10'
30'	3'-6"	30"	24"	6'-10'
35'	4'-0"	36"	30"	6'-10'
40'	4'-6"	42"	36"	12'-18'
45'	5'-0"	48"	42"	12'-18'
50'	5'-6"	48"	42"	12'-18'

Size Chart

Ground sleeve and concrete installed by the general contractor

Pole installed on pre-installed ground sleeve by sign contractor



Flag Pole Elevation

5 FLAG POLE

CFA-00108 - CFA FPL EC35 FLAG POLE COMPLETE W/ FLAG POLE KIT & GROUND SLEEVE

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FLAG POLE

Scale: NTS

Page 27

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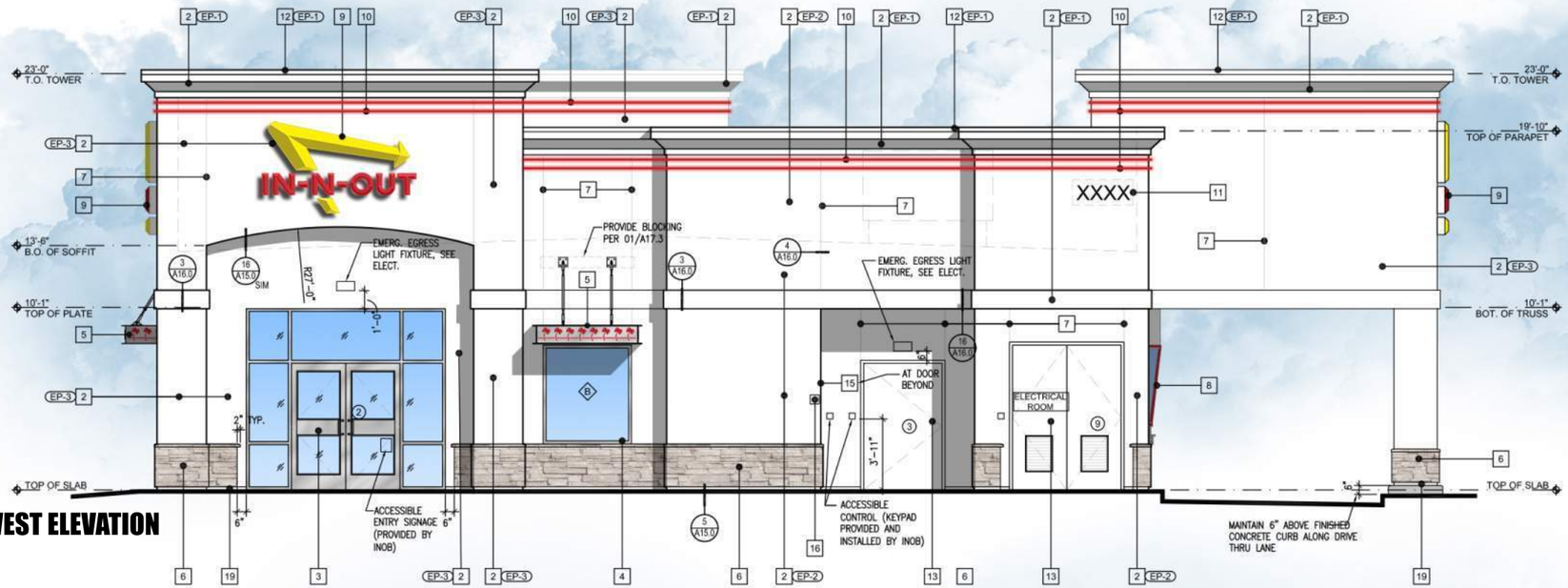


WEST ELEVATION

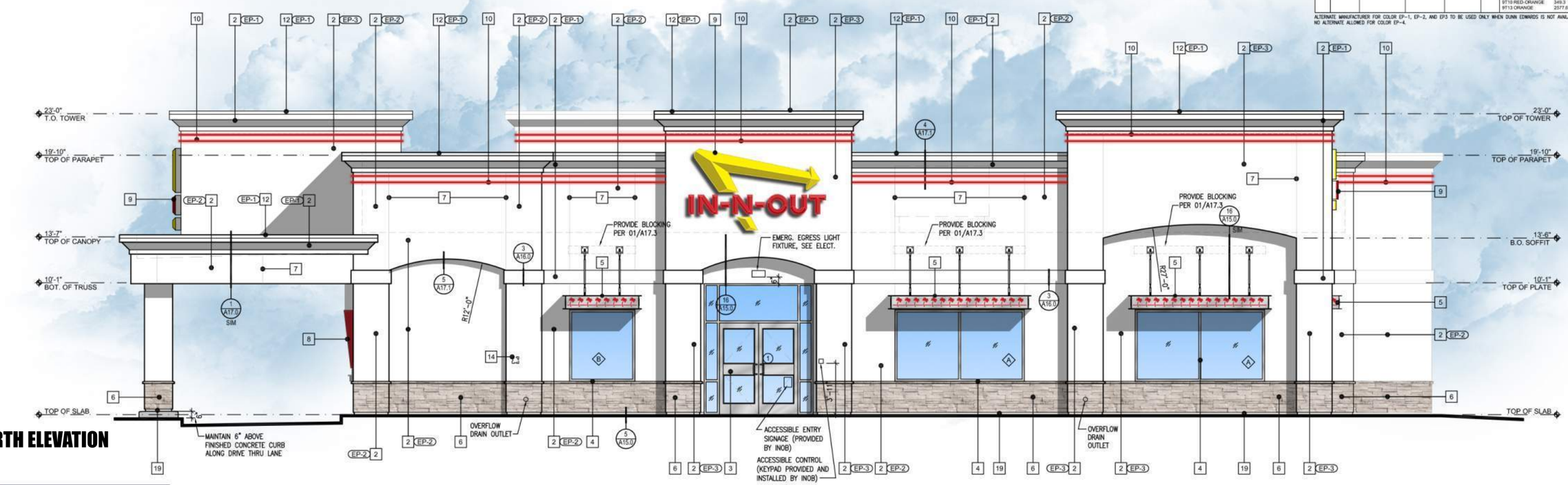
KEY NOTES

1	NOT USED
2	STUCCO: 20/30 FINE SAND FLOAT FINISH, NOT SPRAYED, WITH WHITE INTEGRAL COLOR COAT.
3	ALUMINUM STOREFRONT DOORS: CLEAR ANODIZED ALUMINUM.
4	ALUMINUM WINDOWS: CLEAR ANODIZED ALUMINUM.
5	ANODIZED ALUMINUM METAL CANOPY WITH BACKLIT L.E.D. PALM TREE CUT-OUTS. GC TO PROVIDE BLOCKING, CONDUITS, AND POWER FOR BACKLIT PALM TREES, DOWNLIGHTS, AND SPEAKERS (WHERE OCCURS). SEE A17.3
6	STONE VENEER - PRO-LEDGE WHITE BY CORONADO STONE WITH MATCHING CORONADO STONE WAINSCOT SILL. APPLY PER MFR RECOMMENDATIONS. DRY STACK.
7	1/4" WIDE METAL PENN SCREED: SEE DETAIL 4/A16.0. ALIGN CONTROL JOINTS ON DRIVE-THRU CANOPY FASCIA WITH CONTROL JOINTS ON BOTTOM OF SOFFIT.
8	SLOPED ALUMINUM WINDOWS: U.S. ALUMINUM S-010. GLASS. JOINTS TO HAVE POLISHED EDGES WITH SILICONE JOINTS. REDWOOD FRAMES TO BE PRIMED WITH AXALTA IMRON IND 9P01 - PRIMER CAN BE TINTED GRAY. FINISH COAT TO BE AXALTA IMRON IND 9T01 TINTED CUSTOM COLOR EP-4.
9	IN-N-OUT BURGER ILLUMINATED LOGO SIGN: UNDER SEPARATE PERMIT.
10	L.E.D. DOUBLE BAND LIGHTING: UNDER SEPARATE PERMIT.
11	INTERNALLY ILLUMINATED BUILDING ADDRESS NUMBERS TO BE 12" HIGH, 6" MIN. W/ MIN. STROKE WIDTH OF 0.5 INCH PER FIRE DEPARTMENT AND CITY JURISDICTION ADDRESS DISPLAY REQUIREMENTS: 1. ADDRESS SHALL BE DISPLAYED & VISIBLE FROM BOTH STREET DIRECTIONS OF APPROACHING VEHICLES. 2. PERMANENT NUMBERS AND LETTERS SHALL BE MADE OF DURABLE AND CLEARLY VISIBLE MATERIAL SUCH AS WOOD, METAL, CERAMIC, PLASTIC AND VINYL. (PAINTED OR GLUED ON NUMBERS ARE NOT ACCEPTABLE MATERIALS). 3. NUMBERS SHALL BE OF COLORS CONTRASTING WITH BACKGROUND TO WHICH THEY ARE ATTACHED. 4. NUMBERS SHALL BE A MINIMUM PROPORTION RATIO OF 6:1 (HEIGHT TO WIDTH). 5. NUMBERS CANNOT BE SPELLED.
12	METAL CAP: COLOR TO MATCH CORNICE.
13	HOLLOW METAL DOOR: SEE SHEET A11.0. HM DOORS AND JAMBS SHALL HAVE POWDER COAT FINISH AS FOLLOWS: INTERIOR DOORS- TIGER DRYLAC - SMOOTH, HIGH GLOSS FINISH, "BENGAL WHITE", EXTERIOR DOORS- CARDINAL - GLOSS, SMOOTH FINISH, "BONE CHINA" OR TO MATCH EXTERIOR STUCCO PAINT COLOR - (VERIFY ELEVATIONS- EP-1). WHERE FIELD PAINTING DOORS AND JAMBS IS NECESSARY-NOT RECOMMENDED. THE ALTERNATE WOULD BE TO USE AXALTA IMRON IND 9P01 WHITE PRIMER. FINISH COAT TO BE AXALTA IMRON IND 9T01 GLOSS WHITE. EXTERIOR HM DOORS & JAMBS- USE SAME PRODUCT TINTED TO MATCH EXTERIOR BUILDING PAINT COLOR EP-1. NOTE- TRASH ENCLOSURE METAL DOORS AND POSTS TO BE FIELD PAINTED USING AXALTA IMRON AS DESCRIBED ABOVE.
14	5'-0" HIGH STUB OUT FOR Co2 LINE.
15	4" MIN. HIGH WHITE LETTERING "RISER ROOM" ON RED BACKGROUND SIGN. MOUNT ON RISER ROOM DOOR
16	RECESSED KNOX BOX AT 5'-0" HIGH TO THE RIGHT OF FIRE RISER ROOM. SEE DETAIL 10/A17.0
17	RECESSED LED DOWN LIGHT IN SOFFIT. SEE DETAIL 9/A17.1
18	NOT USED
19	TEXTURE EXPOSED FOUNDATION WALL BELOW WEEP SCREED AND PAINT TO MATCH WALL.

EXTERIOR PAINT SCHEDULE

NO.	MFR.	MODEL	COLOR #	COLOR NAME	FINISH	REMARKS
EP-1	DUNN EDWARDS	ARISTOSHIELD 70	DEW 339	BONE CHINA	HIGH GLOSS	PRIME W/ D.E. ULTRA-GRIP PREMIUM PRIMER
ALT. MFR.	SHERWIN WILLIAMS	SUPER PAINT LATEX	A84W01151	IN-N-OUT BONE CHINA	HIGH GLOSS	STUCCO: PRIME W/ LOXON CONCRETE & EXT LATEX PRIMER WHITE - A24W08300. GALV METAL: PRIME W/ GALVITE HS ACRYLIC COATING - B50WZ0030, OFF WHITE
EP-2	DUNN EDWARDS	ARISTOSHIELD 70	DEW 339	BONE CHINA	HIGH GLOSS	PRIME W/ D.E. ULTRA-GRIP PREMIUM PRIMER
ALT. MFR.	SHERWIN WILLIAMS	SUPER PAINT LATEX	A84W01151	IN-N-OUT BONE CHINA	HIGH GLOSS	SEE REMARKS FOR EP-1 ALT MFR.
EP-3	DUNN EDWARDS	ARISTOSHIELD 70	DEW 339	BONE CHINA	HIGH GLOSS	PRIME W/ D.E. ULTRA-GRIP PREMIUM PRIMER
ALT. MFR.	SHERWIN WILLIAMS	SUPER PAINT LATEX	A84W01151	IN-N-OUT BONE CHINA	HIGH GLOSS	SEE REMARKS FOR EP-1 ALT MFR.
EP-4	AXALTA	IMRON	SEE REMARKS FOR COLOR FORMULA	INO RED	HIGH GLOSS	PRIMER: AXALTA IMRON IND 9P01. PRIMER CAN BE TINTED GRAY FINISH COAT: AXALTA IMRON IND 9T01 GLOSS POLYURETHANE COLOR FORMULA: NON-CUM GUIDE 2/20/20 MIX SIZE: 102.4OZ (GALLON) 9T04 VIOLET 321.2 9T10 RED-ORANGE 349.3 9T13 ORANGE 2577.8

ALTERNATE MANUFACTURER FOR COLOR EP-1, EP-2, AND EP3 TO BE USED ONLY WHEN DUNN EDWARDS IS NOT AVAILABLE.
NO ALTERNATE ALLOWED FOR COLOR EP-4.



NORTH ELEVATION

IN-N-OUT BURGER

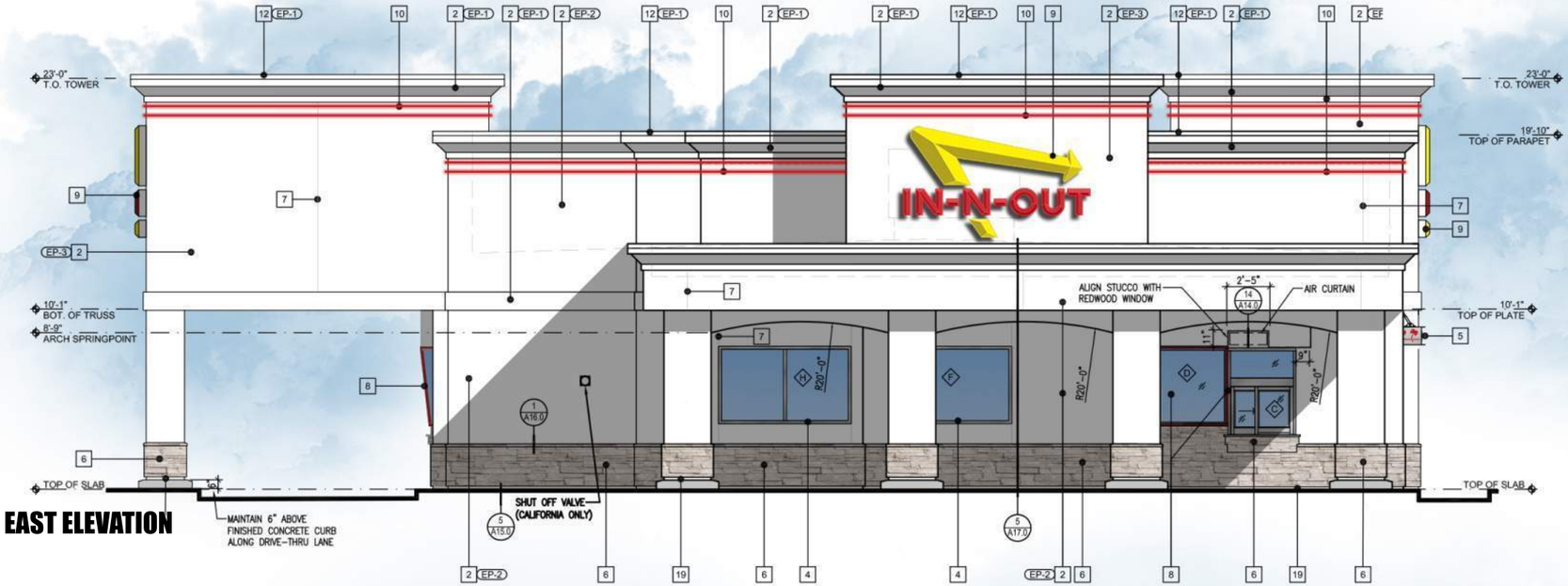
Colored Elevations

IN-N-OUT BURGER
Stockton, CA

DATE: 07-27-22
SCALE: 1/8" = 1'-0"
0 8

GHA Architecture / Development
14901 Quorum Drive, Suite 300
Dallas, Texas 75254 972.239.8884

GHA



EAST ELEVATION

KEY NOTES

1	NOT USED
2	STUCCO: 20/30 FINE SAND FLOAT FINISH, NOT SPRAYED, WITH WHITE INTEGRAL COLOR COAT.
3	ALUMINUM STOREFRONT DOORS: CLEAR ANODIZED ALUMINUM.
4	ALUMINUM WINDOWS: CLEAR ANODIZED ALUMINUM.
5	ANODIZED ALUMINUM METAL CANOPY WITH BACKLIT L.E.D. PALM TREE CUT-OUTS. GC TO PROVIDE BLOCKING, CONDUITS, AND POWER FOR BACKLIT PALM TREES, DOWNLIGHTS, AND SPEAKERS (WHERE OCCURS). SEE A17.3
6	STONE VENEER - PRO-LEDGE WHITE BY CORONADO STONE WITH MATCHING CORONADO STONE WAINSCOT SILL. APPLY PER MFR RECOMMENDATIONS. DRY STACK.
7	1/4" WIDE METAL PENN SCREED: SEE DETAIL 4/A16.0. ALIGN CONTROL JOINTS ON DRIVE-THRU CANOPY FASCIA WITH CONTROL JOINTS ON BOTTOM OF SOFFIT.
8	SLOPED ALUMINUM WINDOWS: U.S. ALUMINUM S-010. GLASS JOINTS TO HAVE POLISHED EDGES WITH SILICONE JOINTS. REDWOOD FRAMES TO BE PRIMED WITH AXALTA IMRON IND 9P01 - PRIMER CAN BE TINTED GRAY. FINISH COAT TO BE AXALTA IMRON IND 9T01 TINTED CUSTOM COLOR EP-4.
9	IN-N-OUT BURGER ILLUMINATED LOGO SIGN: UNDER SEPARATE PERMIT.
10	L.E.D. DOUBLE BAND LIGHTING: UNDER SEPARATE PERMIT.
11	INTERNALLY ILLUMINATED BUILDING ADDRESS NUMBERS TO BE 12" HIGH, 6" MIN. W/ MIN. STROKE WIDTH OF 0.5 INCH PER FIRE DEPARTMENT AND CITY JURISDICTION ADDRESS DISPLAY REQUIREMENTS: 1. ADDRESS SHALL BE DISPLAYED & VISIBLE FROM BOTH STREET DIRECTIONS OF APPROACHING VEHICLES. 2. PERMANENT NUMBERS AND LETTERS SHALL BE MADE OF DURABLE AND CLEARLY VISIBLE MATERIAL SUCH AS WOOD, METAL, CERAMIC, PLASTIC AND VINYL. (PAINTED OR GLUED ON NUMBERS ARE NOT ACCEPTABLE MATERIALS). 3. NUMBERS SHALL BE OF COLORS CONTRASTING WITH BACKGROUND TO WHICH THEY ARE ATTACHED. 4. NUMBERS SHALL BE A MINIMUM PROPORTION RATIO OF 6:1 (HEIGHT TO WIDTH). 5. NUMBERS CANNOT BE SPELLED.
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17	RECESSED LED DOWN LIGHT IN SOFFIT. SEE DETAIL 9/A17.1
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19	TEXTURE EXPOSED FOUNDATION WALL BELOW WEEP SCREED AND PAINT TO MATCH WALL.

EXTERIOR PAINT SCHEDULE

NO.	MFR.	MODEL	COLOR #	COLOR NAME	FINISH	REMARKS
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ALT. MFR.	SHERWIN WILLIAMS	SUPER PAINT LATEX	A84W01151	IN-N-OUT BONE CHINA	HIGH GLOSS	STUCCO: PRIME W/ LOXON CONCRETE & EXT LATEX PRIMER WHITE - A24W08300. GALV METAL: PRIME W/ GALVITE HS ACRYLIC COATING - B50WZ00030, OFF WHITE
EP-2	DUNN EDWARDS	ARISTOSHIELD 70	DEW 339	BONE CHINA	HIGH GLOSS	PRIME W/ D.E. ULTRA-GRIP PREMIUM PRIMER
ALT. MFR.	SHERWIN WILLIAMS	SUPER PAINT LATEX	A84W01151	IN-N-OUT BONE CHINA	HIGH GLOSS	SEE REMARKS FOR EP-1 ALT MFR.
EP-3	DUNN EDWARDS	ARISTOSHIELD 70	DEW 339	BONE CHINA	HIGH GLOSS	PRIME W/ D.E. ULTRA-GRIP PREMIUM PRIMER
ALT. MFR.	SHERWIN WILLIAMS	SUPER PAINT LATEX	A84W01151	IN-N-OUT BONE CHINA	HIGH GLOSS	SEE REMARKS FOR EP-1 ALT MFR.
EP-4	AXALTA	IMRON	SEE REMARKS FOR COLOR FORMULA	INO RED	HIGH GLOSS	PRIMER: AXALTA IMRON IND 9P01. PRIMER CAN BE TINTED GRAY FINISH COAT: AXALTA IMRON IND 9T01 GLOSS POLYURETHANE COLOR FORMULA: NON-CUM GUIDE 2/20/20 MIX SIZE: 102.4OZ (GALLON) 9T04 VIOLET 321.2 9T10 RED-ORANGE 349.3 9T13 ORANGE 2577.6

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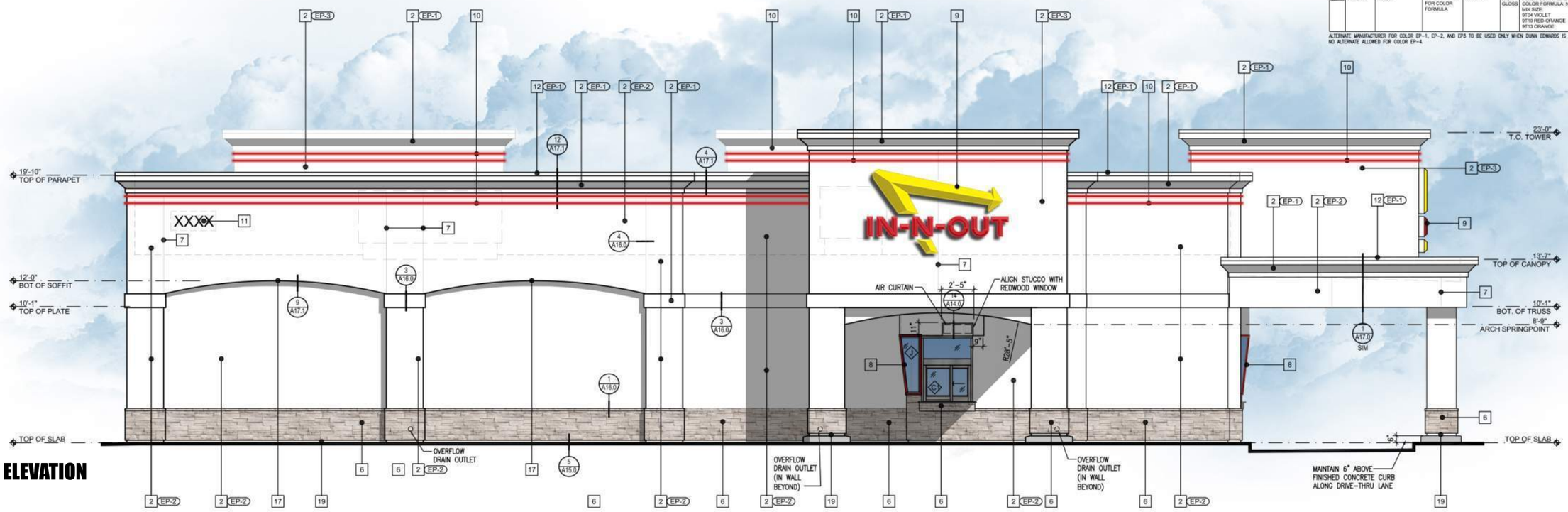
NO ALTERNATE ALLOWED FOR COLOR EP-4.



SOUTH ELEVATION

IN-N-OUT BURGER

Colored Elevations

IN-N-OUT BURGER
Stockton, CA

DATE: 07-27-22
SCALE: 1/8" = 1'-0"

0 8

GHA Architecture / Development
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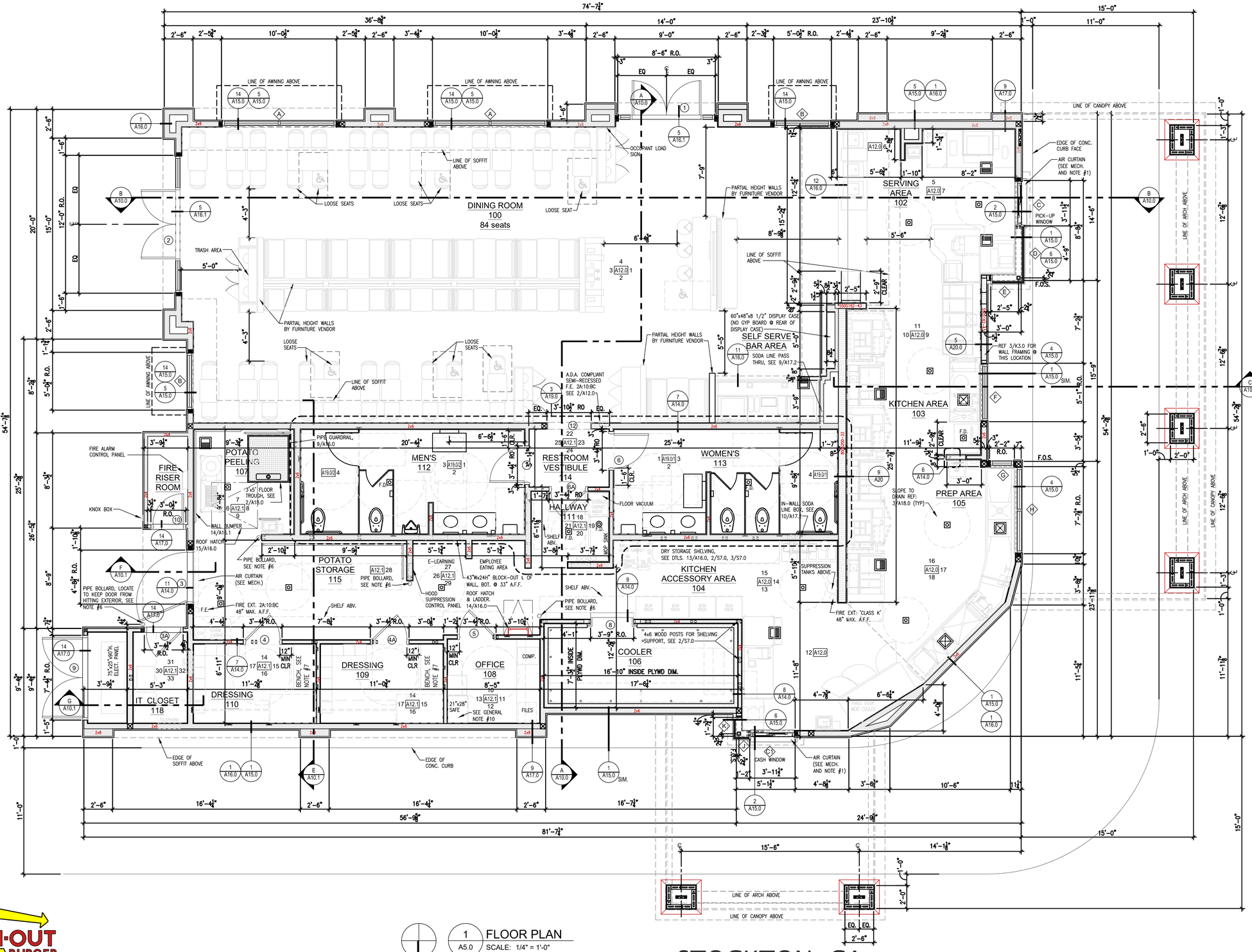
GHA



GENERAL NOTES

1. PROVIDE AIR SCREEN WITH 600fpm MIN. VELOCITY FOR SERVICE WINDOWS WITH 432 SQ.IN. MAX. OPENING. (SEE K1.0 FOR ADDITIONAL INFORMATION)
2. SEE DETAILS 5/A14.0, AND #6, #7, AND #10, ON SHEET A15.0 FOR INFORMATION ON SLOPED WINDOWS
3. SEE SHEET A19.0 FOR INTERIOR RESTROOM PLAN, ELEVATIONS, AND NOTES.
4. POTATO STORAGE FLOOR AREA MUST BE FLAT FOR EASY POTATO PALLET STORAGE.
5. SUBTERRANEAN TREATMENT FOR TERMITES IS REQUIRED (SEE SPECIFICATIONS).
6. 4" DIA x 1/4" THICK GALVANIZED PIPE BOLLARD. TOP OF BOLLARD IN KITCHEN TO BE 42" A.F.F. CORE DRILL 6" DIAMETER HOLE (24" DEEP) THRU CONCRETE SLAB. INSTALL 1" THICK CONCRETE AROUND BOLLARD AND FILL BOLLARD WITH CONCRETE. SEE DETAIL 10/A16.0.
7. 24"D x 48"W x 18"H FOLD UP BENCH WITH STAINLESS STEEL FRAME AND WHITE PHENOLIC TOP. SUPPORT 250 LBS OR GREATER. SUPPLIER ACCESS-ABLE DESIGNS, INC. MODEL: D-101, CONTACT: (877) 853-7816. FIVE YEAR WARRANTY.
8. ALL LAG BOLTS AND ACCESSORY SCREWS TO BE STAINLESS STEEL.
9. TAPE, BED AND PAINT WALLS AND CEILINGS IN ELECTRICAL ROOM AND FIRE RISE ROOM.
10. THE SAFE SHALL BE EQUIPPED WITH SUITABLE ANCHORS IN CONCRETE BLOCKS OR TO THE PREMISES IN WHICH IT IS LOCATED.

WALL LEGEND:

PROVIDE METAL STUDS PER STRUCTURAL DRAWINGS WITH 5/8" TYPE "X" GYPSUM BOARD

NORTH

1 A5.0 FLOOR PLAN
SCALE: 1/4" = 1'-0"

STOCKTON, CA

SWQ TRINITY PKWY. & SCOTT CREEK RD.

PRELIMINARY FLOOR PLAN

(TRINITY PKWY & SCOTT CREEK RD) STOCKTON, CA

IN-N-OUT BURGER

GOD BLESS AMERICA

13502 HAMBURGER LANE
BALDWIN PARK, CA 91706

SHEET OF 1

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INO_CA-STOCKTON
(TRINITY PKWY & SCOTT CREEK RD.)

EP-1, EP-2, EP-3

DUNN EDWARDS
DEW339
"BONE CHINA WHITE"

EP-4

DUNN EDWARDS
ASHL70
"INO RED"

MATERIAL 3 & 4

STOREFRONT & AWNING
METAL
CLEAR ANODIZED ALUMINUM

MATERIAL 6

CORONADO
PRO LEDGE
"WHITE"

"GOD BLESS AMERICA"
13502 HAMBURGER LANE
BALDWIN PARK, CA 91706

COLOR AND MATERIALS

STOCKTON, CA

SWQ TRINITY PKWY. & SCOTT CREEK DR.

ISSUED: 07/26/22

IN-N-OUT BURGER

REVISIONS

Trinity Pkwy & Scott Creek Rd - Stockton, CA 95219

IN-N-OUT APPROVAL

SIGNATURE	NAME	DATE	REVISION
SIGNATURE	NAME	DATE	REVISION
SIGNATURE	NAME	DATE	REVISION
SIGNATURE	NAME	DATE	REVISION
SIGNATURE	NAME	DATE	REVISION
SIGNATURE	NAME	DATE	REVISION
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(619) 527-6100 signtech.com

In-N-Out
Trinity Pkwy & Scott Creek Rd Stockton, CA 95219

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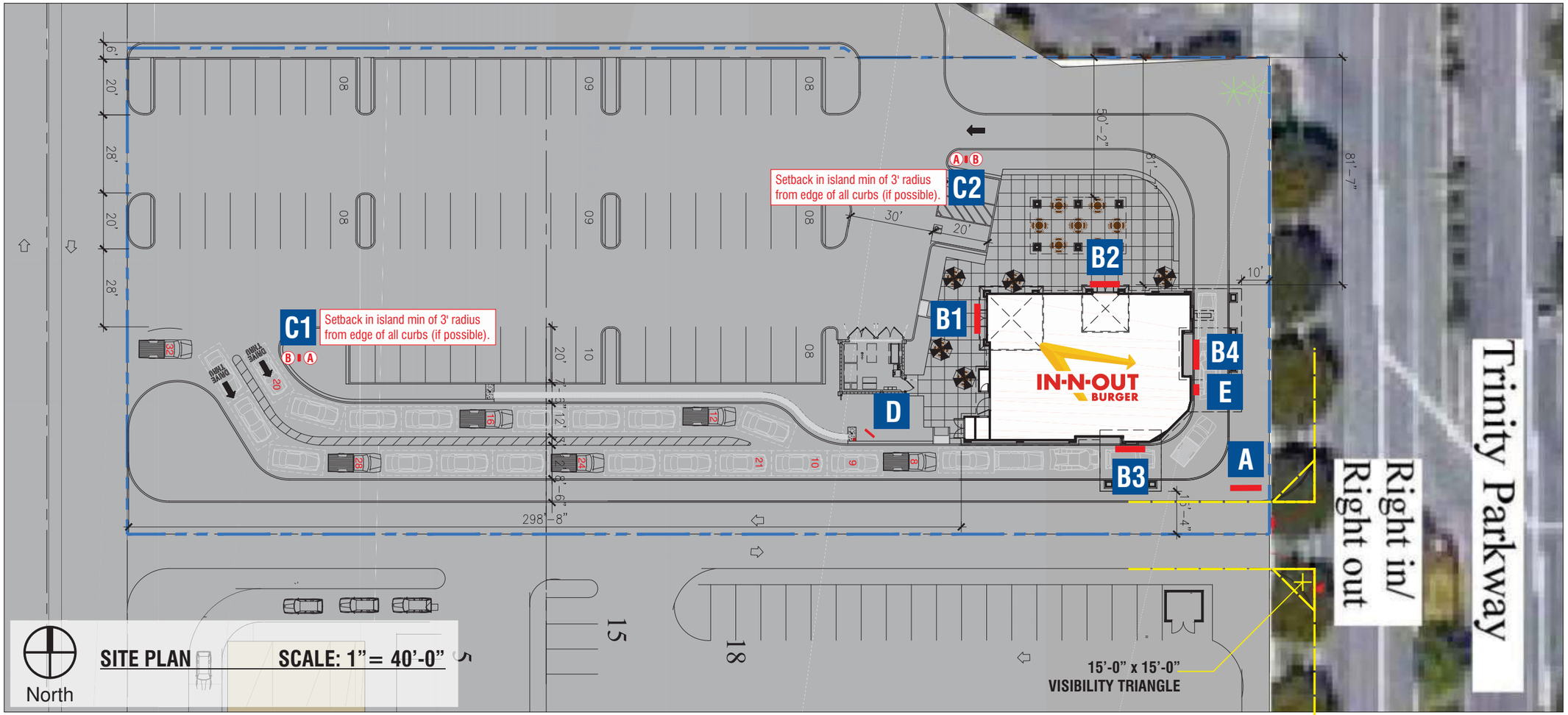
Sales: Bob McCarter
Coordinator: Garry Wilcox
Design: Thomsen
Engineering:

Date: 05/25/22
Drawing: 22-00983 **Rev:** XX
Quote:
Project ID: IN-N-OUT_TRINITY PKWY_1

SIGN LEGEND

SIGN #	DESCRIPTION	SIGN TYPE	SF	QTY
A	MONUMENT SIGN	INO-MON-28X81X72	40.7	1
B1	WALL SIGN	INO-WS-53x89	25.2	1
B2	WALL SIGN	INO-WS-75x126	51.1	1
B3	WALL SIGN	INO-WS-75x126	51.1	1
B4	WALL SIGN	INO-WS-75x126	51.1	1
C1	DIRECTIONAL SIGN (DT)*	INO-DIR-18x24x36	N/A	1
C2	DIRECTIONAL SIGN (TY/DNE)*	INO-DIR-18x24x36	N/A	1
D	MENU BOARD	IN-MB-54x51x79	N/A	1
E	ADDRESS NUMERALS	INO-CL-PL-12-ADDRESS-XXXX	N/A	1
F	LED TUBE WALL ACCENT	INO-LED BORDER TUBE	N/A	1
G	INTERIOR NEON WALL SIGN	INO-QYCT-NEON-18x57	N/A	1



SITE PLAN SCALE: 1" = 40'-0"

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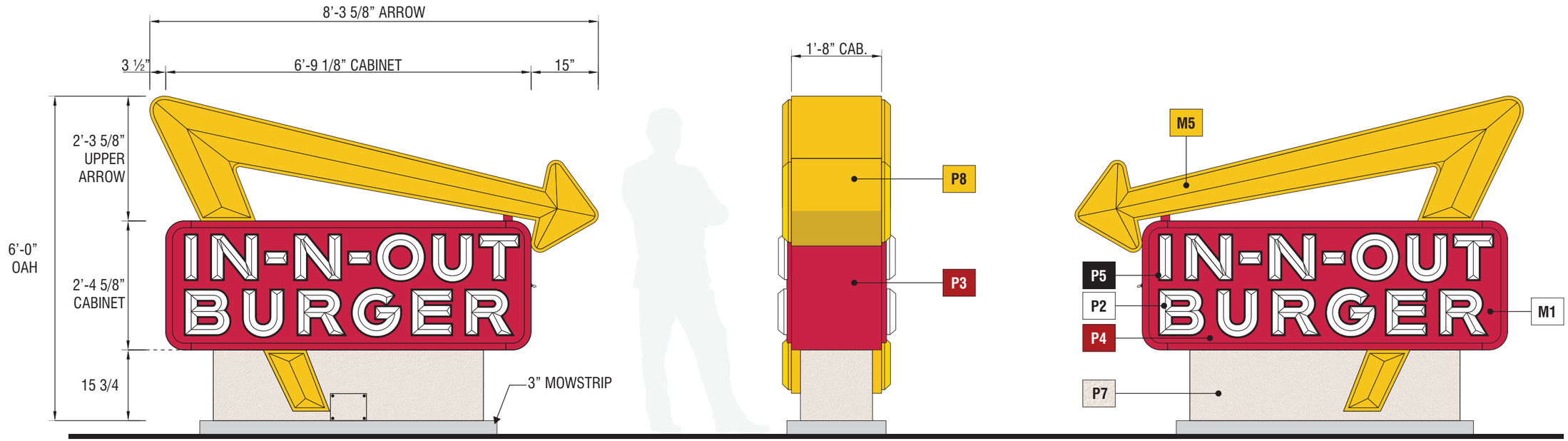


SIDE A SCALE: 1/2" = 1'-0"
48.3 SQ. FT.

END VIEW
SCALE: 1/2" = 1'-0"

SIDE B SCALE: 1/2" = 1'-0"

A | **SIGNTYPE** | **INO-MON-28X81X72**

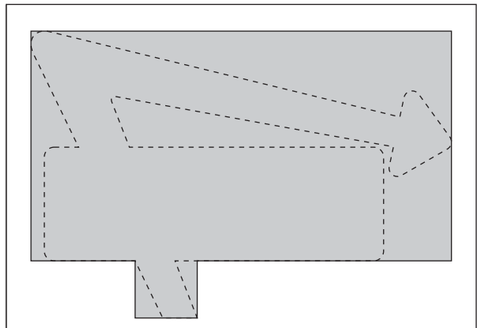
MANUFACTURE AND INSTALL ONE (1) D/F INTERNALLY ILLUMINATED MONUMENT SIGN
BASE: FABRICATED ALUMINUM
LETTER CABINET: FABRICATED ALUMINUM W/ FABRICATED RETAINERS AND FORMED ACRYLIC FACES WITH SECOND SURFACE PAINTED GRAPHICS
LETTER ILLUMINATION: SLOAN SIGN BOX II 6500K DUAL SIDED
ARROW: FABRICATED CHANNEL WITH FORMED TUFFAK 1869 YELLOW POLYCARBONATE FACES
ARROW ILLUMINATION: 5000k WHITE LEDs

PAINT

- **P2** WHITE
- **P3** TO MATCH 'IN-N-OUT RED' W/ **HIGH GLOSS FINISH**
- **P4** INO 443 RED / 25% CLEAR
- **P5** BLACK
- **P7** PAINTED TO MATCH DUNN EDWARDS #SP-514 'BONE CHINA' W/ MEDIUM TEXCOTE FINISH
- **P8** PAINT TO MATCH MATTHEWS #MP4944 'MOWER YELLOW' WITH **HIGH GLOSS FINISH**

MATERIALS

- **M1** CLEAR MODIFIED ACRYLIC
- **M4** RED ACRYLIC #211-1
- **M5** TUFFAK 1869 YELLOW POLYCARBONATE



NOTE: GRAY INDICATES CALCULATED AREA

SQUARE FOOTAGE
40.7 SQUARE FEET TOTAL AREA

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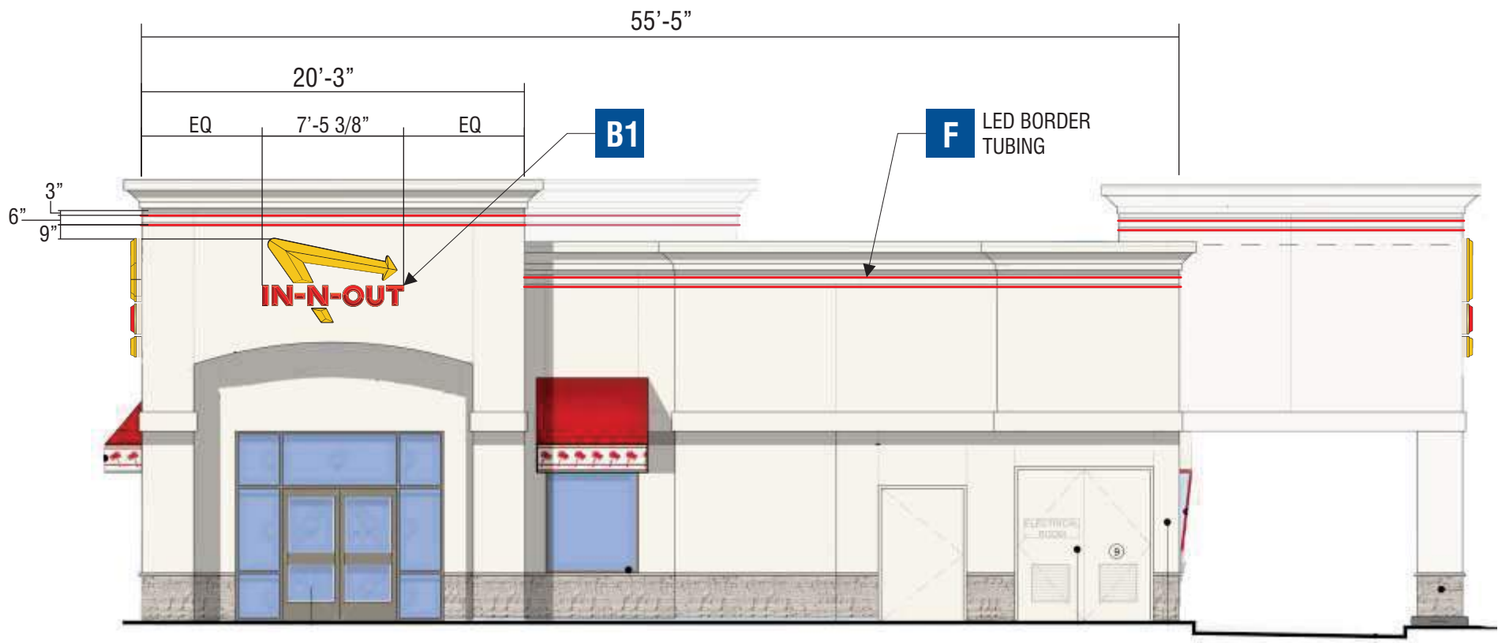

WEST ELEVATION **SCALE: 1/8" = 1'-0"**

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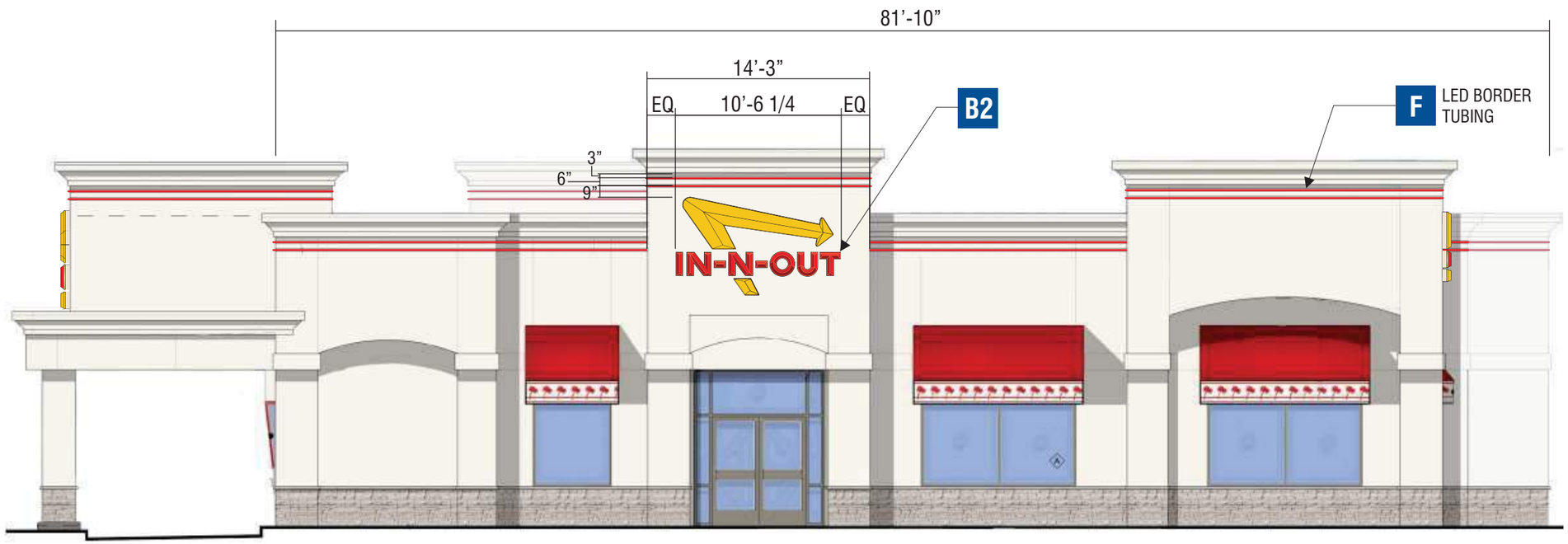

NORTH ELEVATION SCALE: 1/8" = 1'-0"

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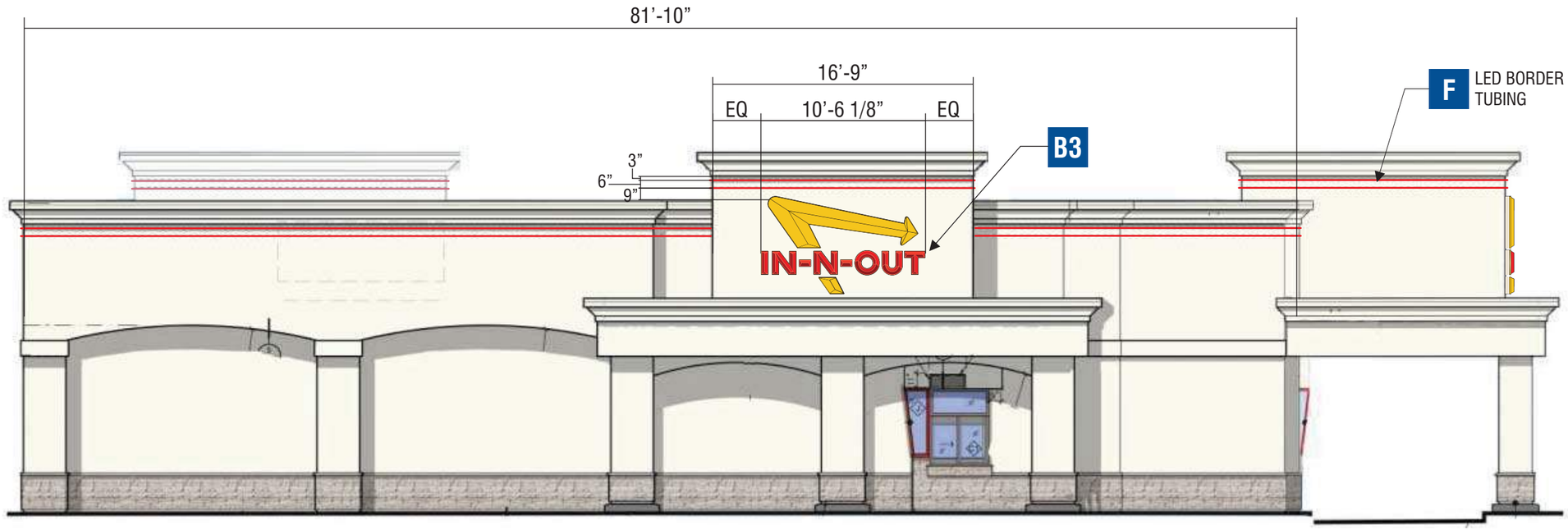

SOUTH ELEVATION SCALE: 1/8" = 1'-0"

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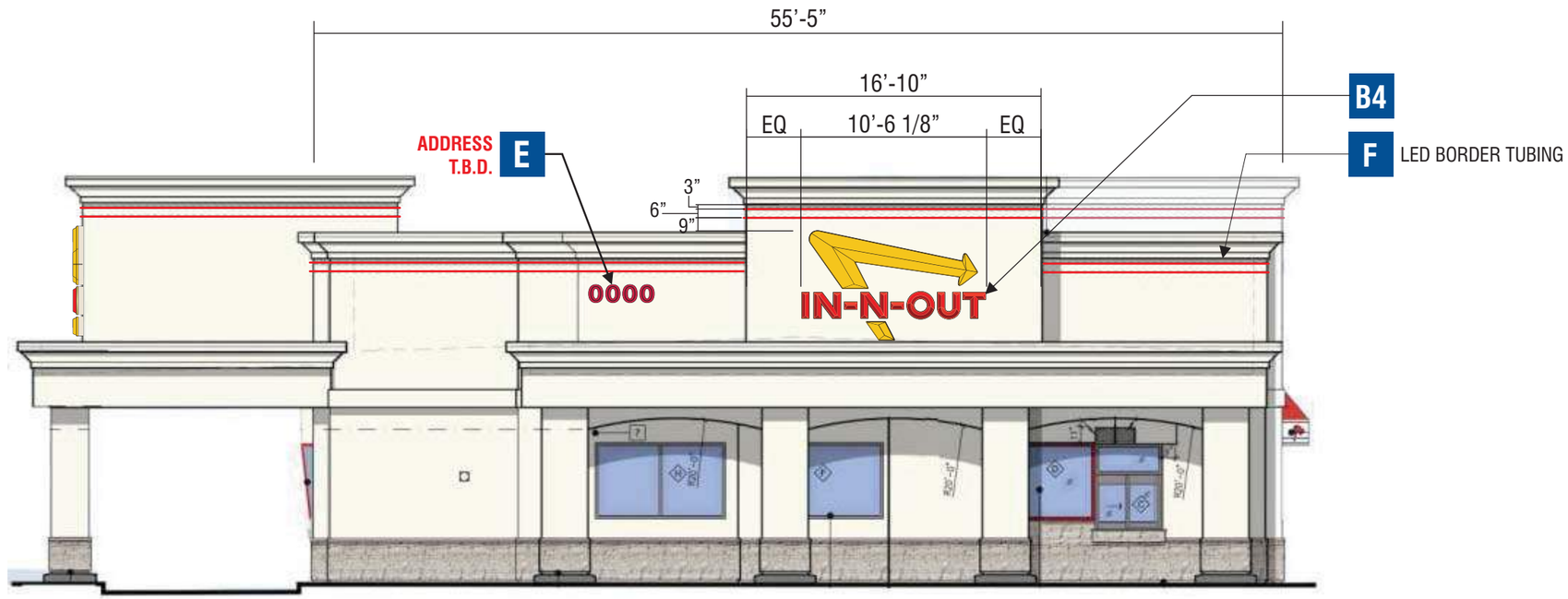

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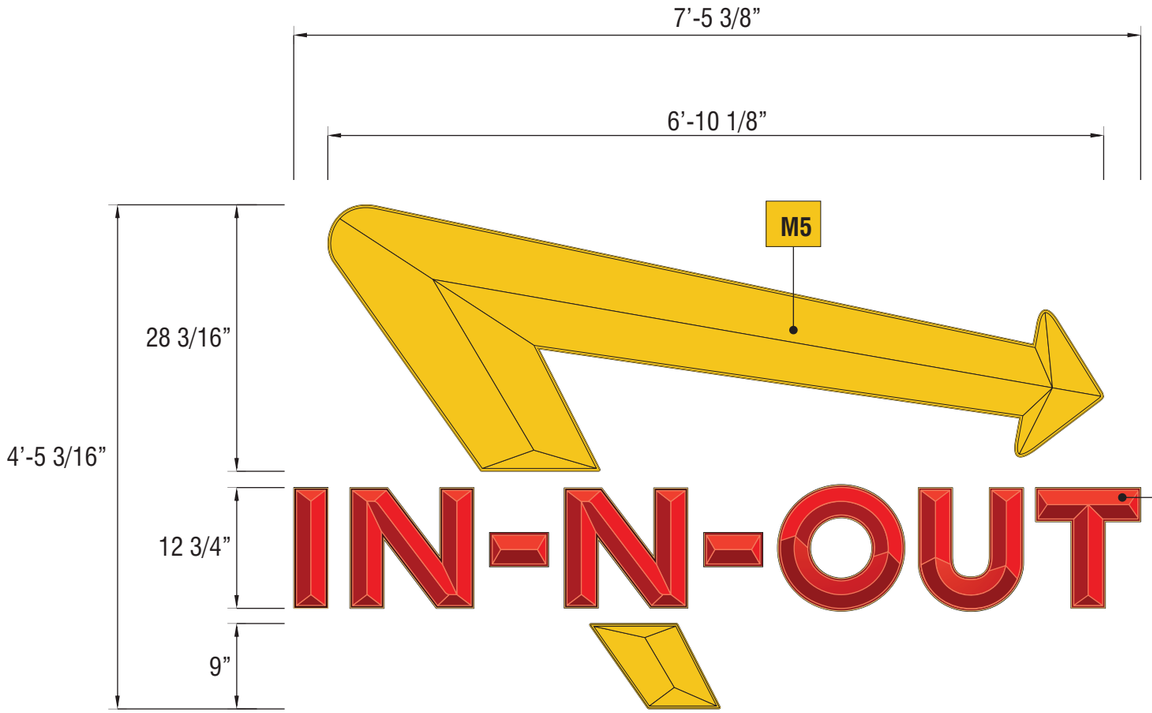
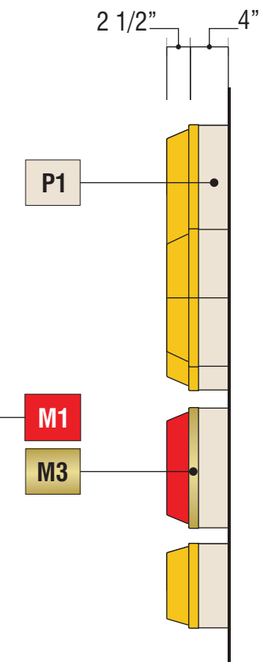
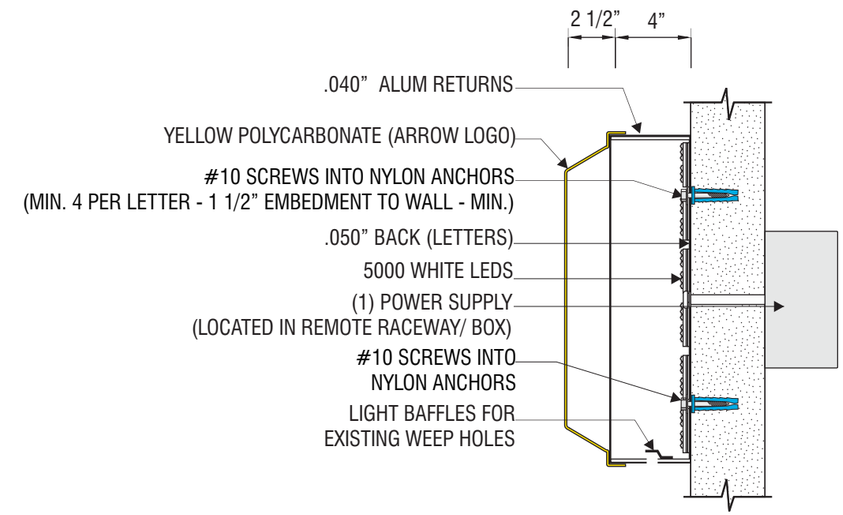


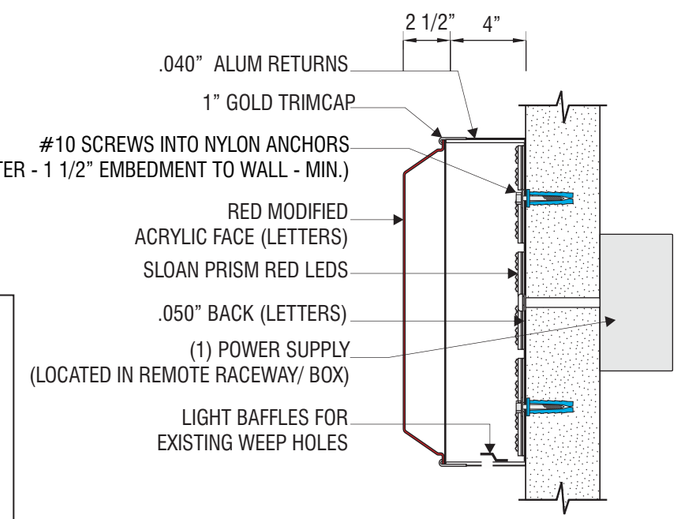
FRONT VIEW SCALE: 3/4" = 1'-0"



SIDE VIEW
SCALE: 3/4" = 1'-0"



SECTION DETAIL - 'ARROW' LOGO
SCALE: 1 1/2" = 1'-0"



SECTION DETAIL - "IN-N-OUT" LETTERS
SCALE: 1 1/2" = 1'-0"

B1 SIGNTYPE INO-WS-53x89

MANUFACTURE AND INSTALL ONE (1) SINGLE-FACED INTERNALLY ILLUMINATED CHANNEL LETTER WALL SIGNS

ARROW: FABRICATED CHANNEL WITH FORMED TUFFAK 1869 YELLOW POLYCARBONATE
LED ILLUMINATION: SLOAN PRISM 5000K WHITE LEDs
COPY: FABRICATED CHANNEL WITH FORMED RED ACRYLIC FACE WITH 1" GOLD TRIMCAP
LED ILLUMINATION: SLOAN PRISM RED LEDs
INSTALLATION: FLUSH MOUNT TO WALL

MATERIALS

- **M1** RED ACRYLIC #211-1
- **M3** 1" GOLD TRIMCAP
- **M5** TUFFAK 1869 YELLOW POLYCARBONATE

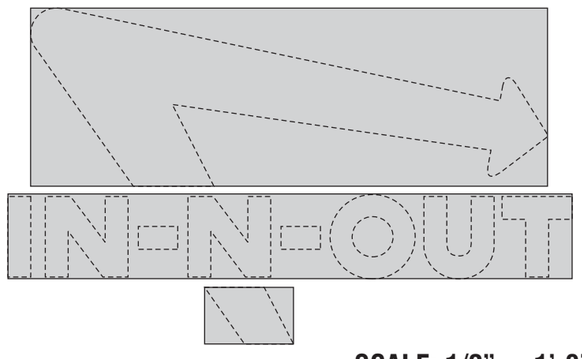
PAINT

- **P1** TO MATCH 'BONE CHINA' SP 514 BY DUNN EDWARDS W/ SATIN FINISH

SQUARE FOOTAGE CALCULATIONS:

UPPER ARROW:	16.0 S.F.
COPY:	8.33 S.F.
LOWER ARROW:	0.87 S.F.
TOTAL SIGN AREA:	**25.2 S.F.**

NOTE: GRAY INDICATES CALCULATED AREA



SCALE: 1/2" = 1'-0"

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In-N-Out
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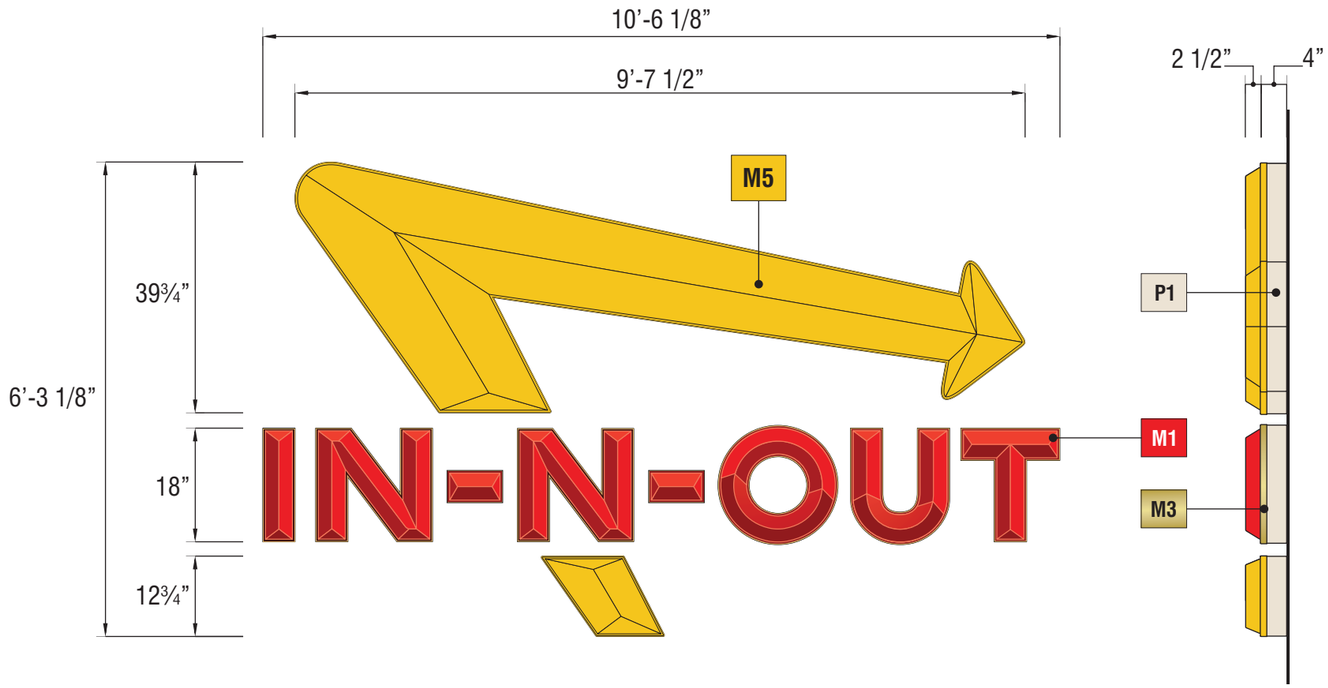
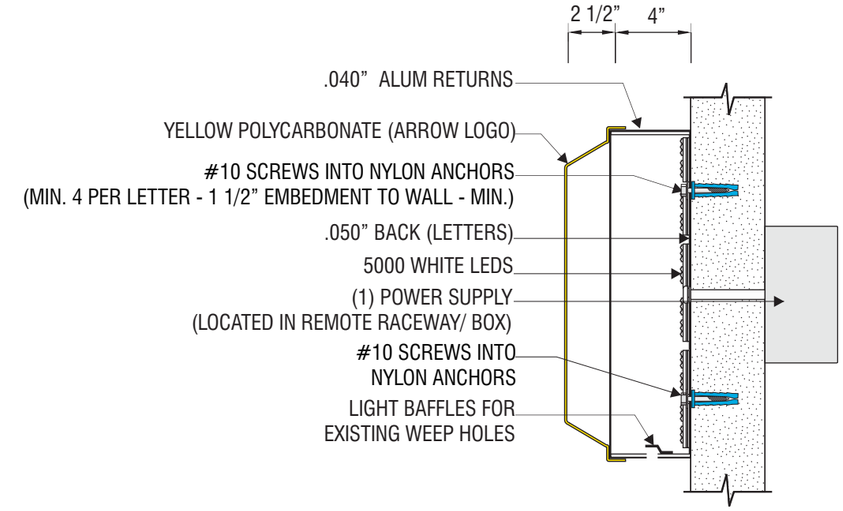
Sales: Bob McCarter
Coordinator: Garry Wilcox
Design: Thomsen
Engineering:

Date: 05/25/22
Drawing: 22-00983 **Rev:** XX
Quote:
Project ID: IN-N-OUT_TRINITY PKWY_1

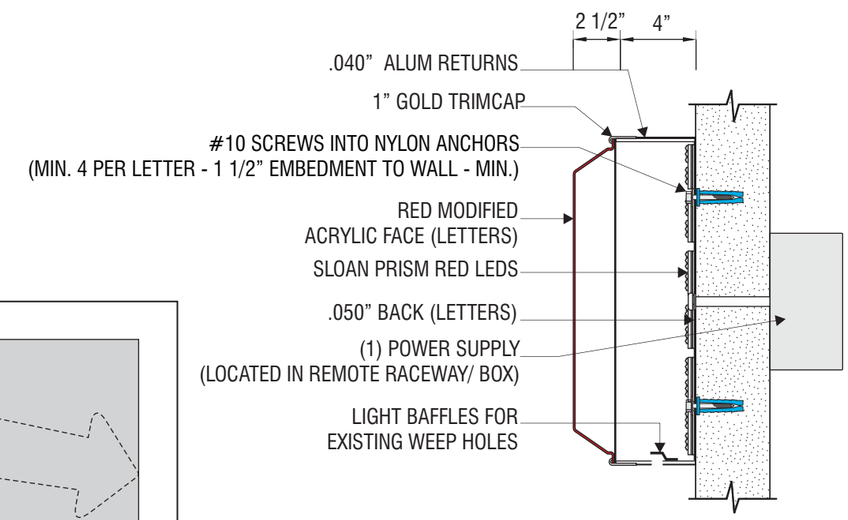


FRONT VIEW SCALE: 1/2" = 1'-0"

SIDE VIEW
SCALE: 1/2" = 1'-0"



SECTION DETAIL - 'ARROW' LOGO
SCALE: 1 1/2" = 1'-0"



SECTION DETAIL - "IN-N-OUT" LETTERS
SCALE: 1 1/2" = 1'-0"

B2 B3 B4 SIGNTYPE INO-WS-75x126

MANUFACTURE AND INSTALL THREE (3) SINGLE-FACED INTERNALLY ILLUMINATED CHANNEL LETTER WALL SIGNS

ARROW: FABRICATED CHANNEL WITH FORMED TUFFAK 1869 YELLOW POLYCARBONATE
LED ILLUMINATION: SLOAN PRISM 5000K WHITE LEDs
COPY: FABRICATED CHANNEL WITH FORMED RED ACRYLIC FACE WITH 1" GOLD TRIMCAP
LED ILLUMINATION: SLOAN PRISM RED LEDs
INSTALLATION: FLUSH MOUNT TO WALL

MATERIALS

- **M1** RED ACRYLIC #211-1
- **M3** 1" GOLD TRIMCAP
- **M5** TUFFAK 1869 YELLOW POLYCARBONATE

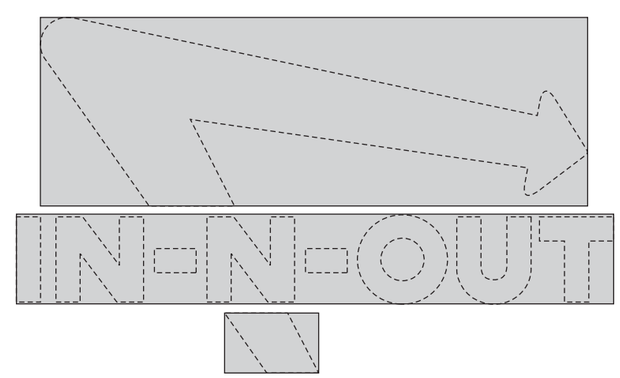
PAINT

- **P1** TO MATCH 'BONE CHINA' SP 514 BY DUNN EDWARDS W/ SATIN FINISH

SQUARE FOOTAGE CALCULATIONS:

UPPER ARROW:	33.3 S.F.
COPY:	15.8 S.F.
LOWER ARROW:	2.0 S.F.
TOTAL SIGN AREA:	**51.1 S.F.**

NOTE: GRAY INDICATES CALCULATED AREA



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Engineering:

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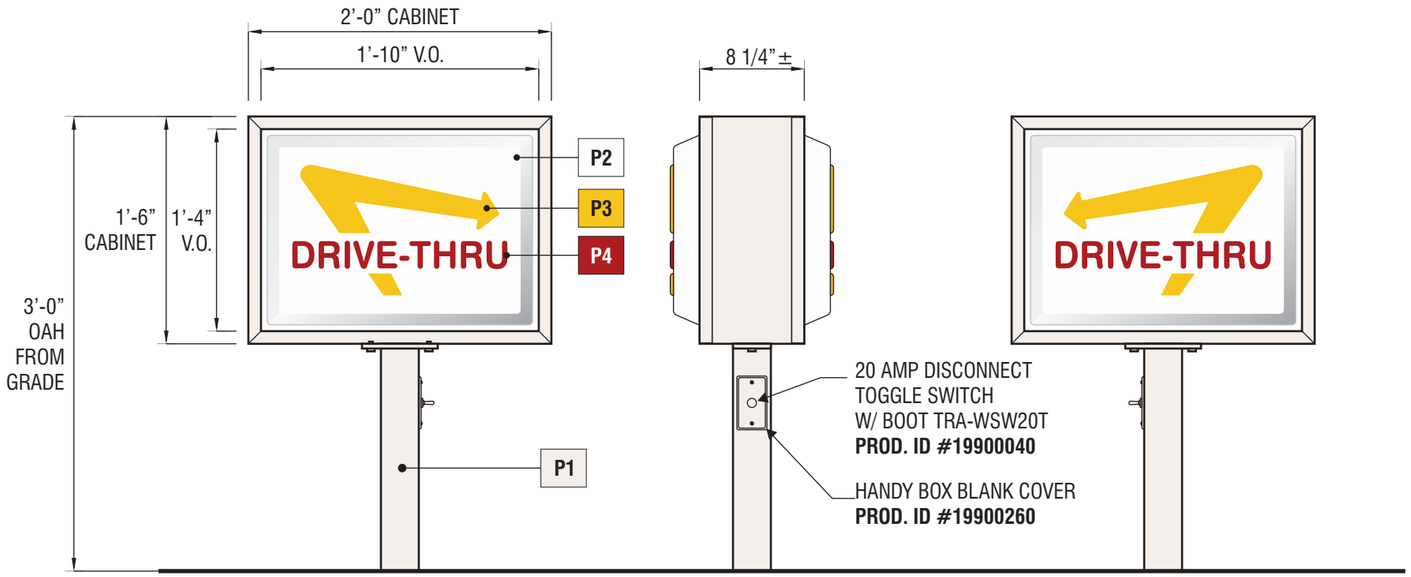
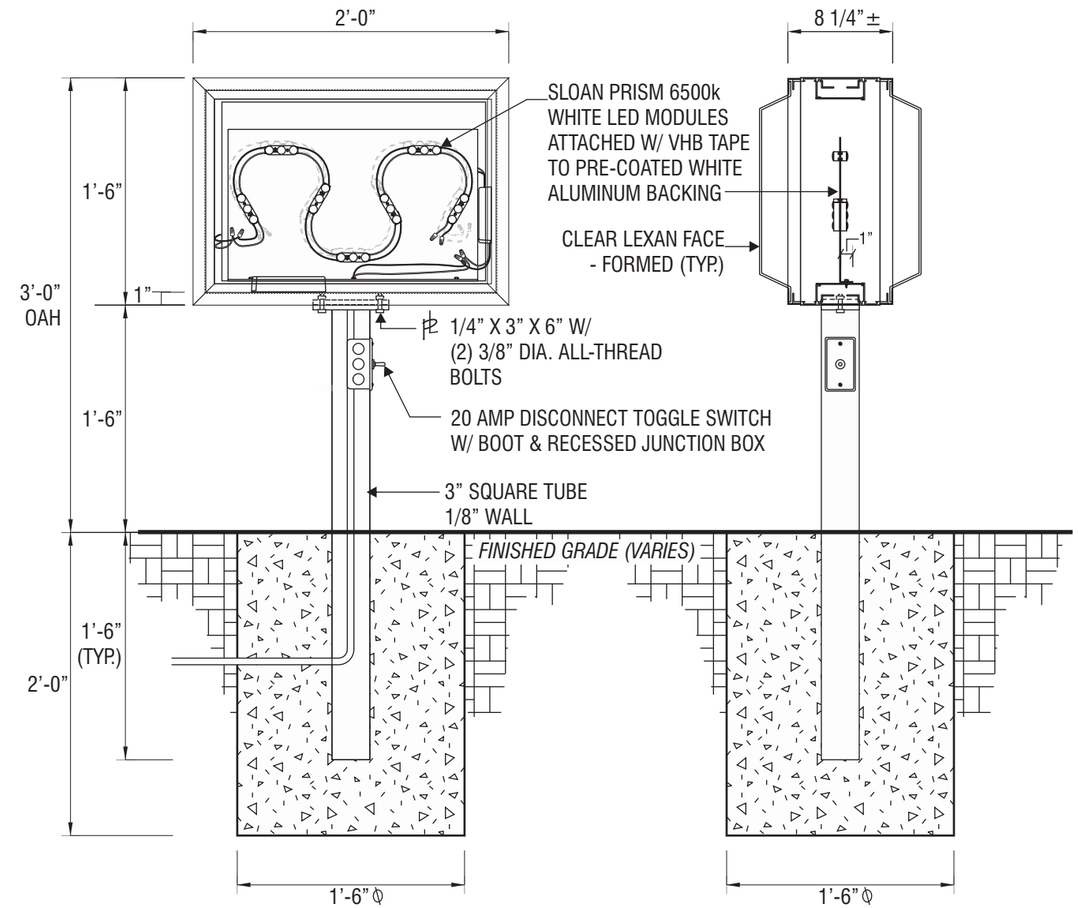
Drawing: 22-00983 **Rev:** XX
Quote:
Project ID: IN-N-OUT_TRINITY PKWY_1



SIDE A
SCALE: 1"=1'-0"

END VIEW
SCALE: 1"=1'-0"

SIDE B
SCALE: 1"=1'-0"



ELEVATION DETAIL VIEW
SCALE: 1"=1'-0"

SIDE DETAIL VIEW
SCALE: 1"=1'-0"

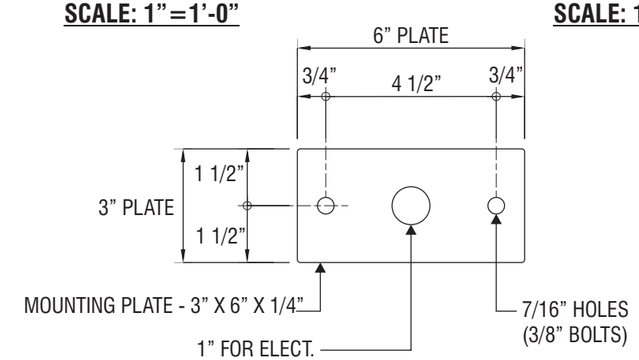


PLATE DETAIL **SCALE: 3"=1'-0"**

C1 SIGNTYPE INO-DIR-18x24x36

MANUFACTURE AND INSTALL ONE (1) DOUBLE-FACED INTERNALLY ILLUMINATED DIRECTIONAL SIGNS
FACES: PAN FORMED .093" CLEAR SG LEXAN WITH FORMED COPY & ARROW
CABINET: EXTRUDED ALUMINUM
POLE: 3" SQUARE TUBE WITH 1/8" WALL
ILLUMINATION: SLOAN PRISM 6500k WHITE LED MODULES

PAINT

- **P1** PAINTED TO MATCH DUNN EDWARDS #SP-514 'BONE CHINA' w/ SATIN FINISH
- **P2** INO WHITE
- **P3** TO MATCH 3M VINYL #3630-235 'AUTUMN YELLOW'
- **P4** INO 443 RED / 25% CLEAR

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Design: Thomsen
Engineering:

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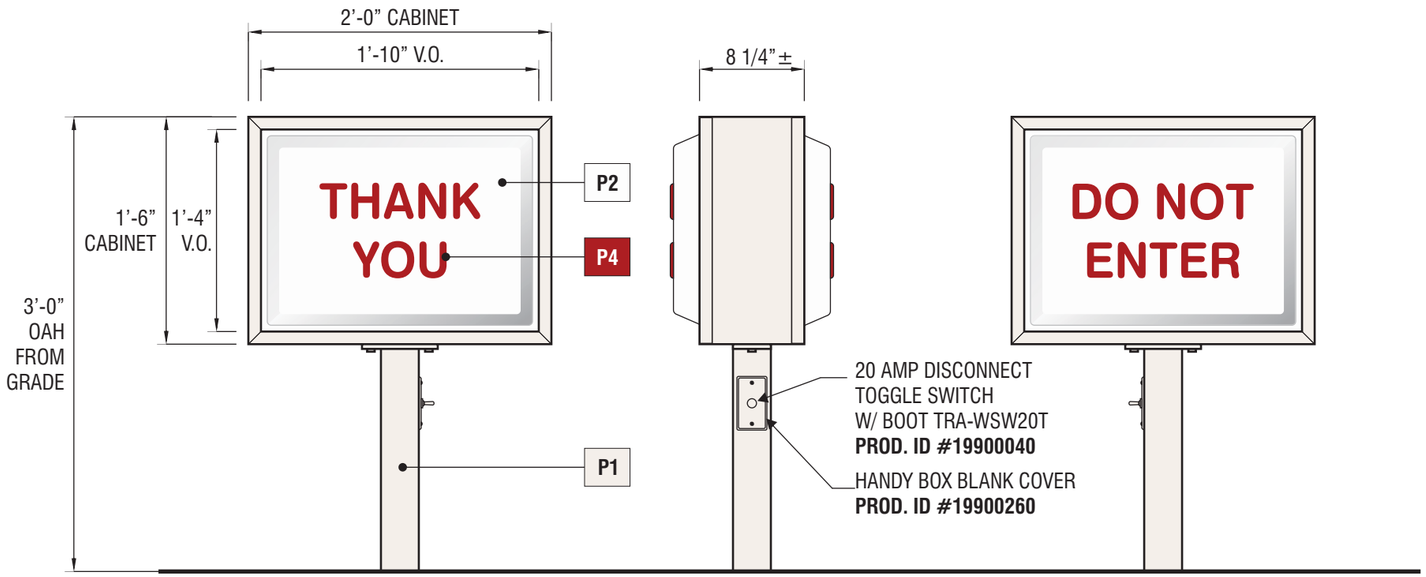
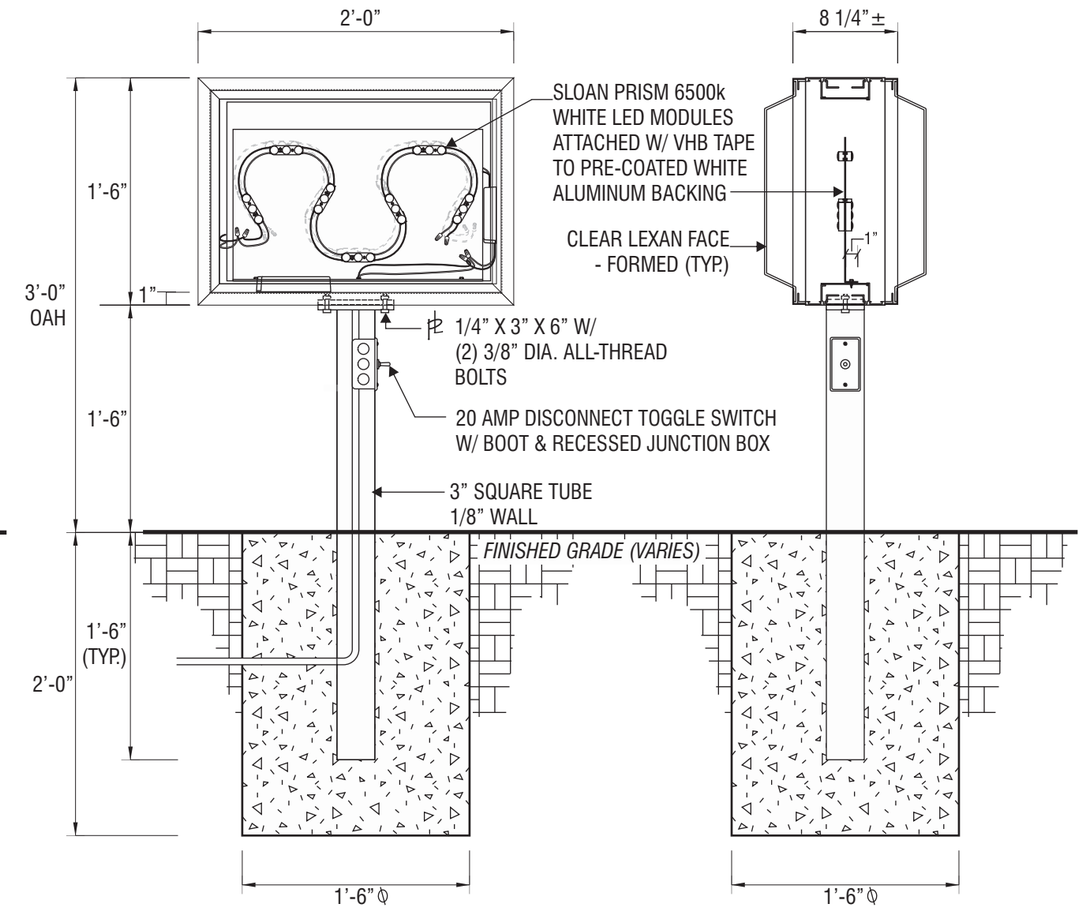
Drawing: 22-00983 **Rev:** XX
Quote:
Project ID: IN-N-OUT_TRINITY_PKWY_1



SIDE A
SCALE: 1"=1'-0"

END VIEW
SCALE: 1"=1'-0"

SIDE B
SCALE: 1"=1'-0"



ELEVATION DETAIL VIEW
SCALE: 1"=1'-0"

SIDE DETAIL VIEW
SCALE: 1"=1'-0"

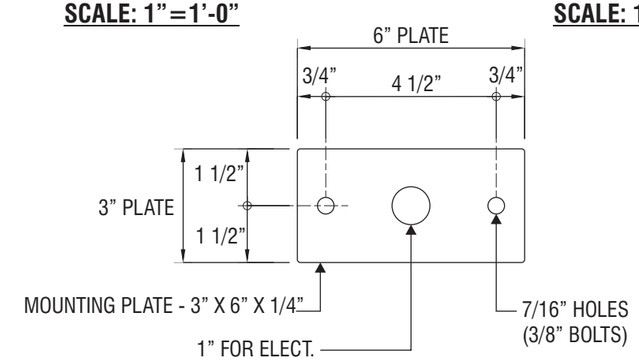


PLATE DETAIL **SCALE: 3"=1'-0"**

C2 SIGNTYPE INO-DIR-18x24x36

MANUFACTURE AND INSTALL ONE (1) DOUBLE-FACED INTERNALLY ILLUMINATED DIRECTIONAL SIGN
FACES: PAN FORMED .093" CLEAR SG LEXAN WITH FORMED COPY
CABINET: EXTRUDED ALUMINUM
POLE: 3" SQUARE TUBE WITH 1/8" WALL
ILLUMINATION: SLOAN PRISM 6500k WHITE LED MODULES

PAINT

P1 PAINTED TO MATCH DUNN EDWARDS #SP-514 'BONE CHINA' w/ SATIN FINISH

P2 INO WHITE

P4 INO 443 RED / 25% CLEAR

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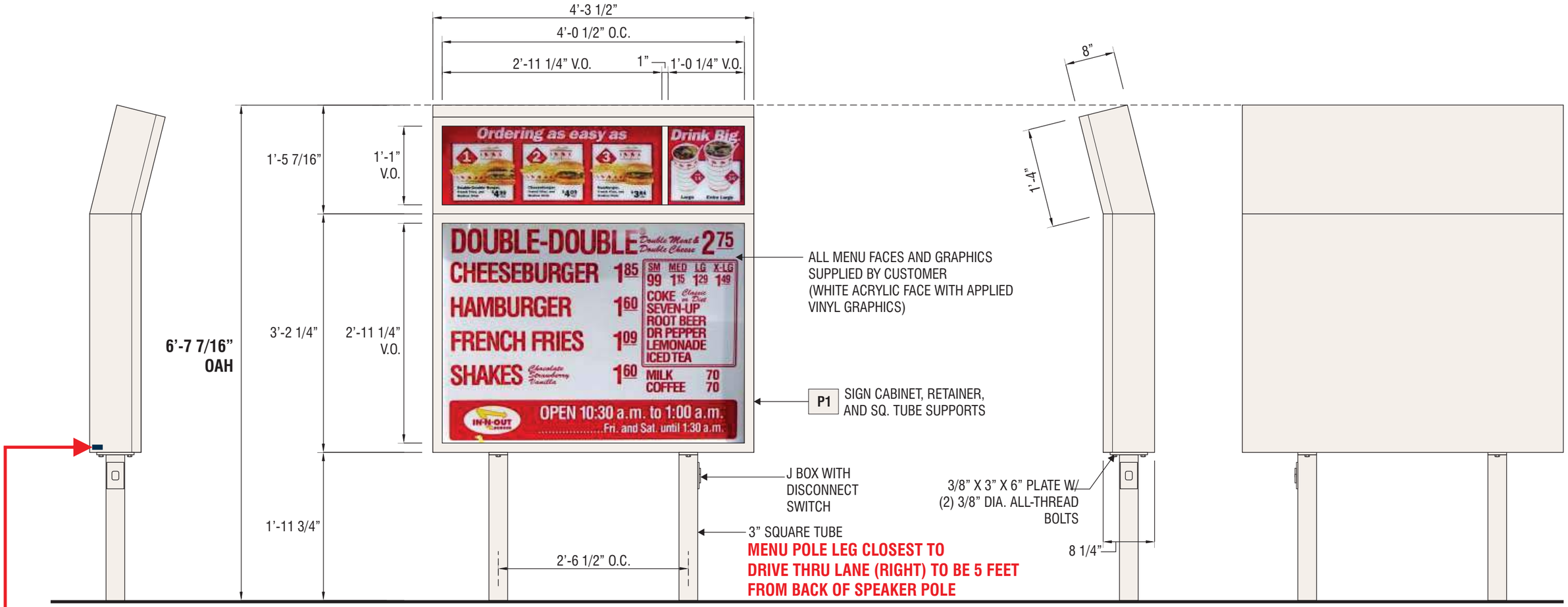
Design: Thomsen
Engineering:

Date: 05/25/22
Drawing: 22-00983 **Rev:** XX
Quote:
Project ID: IN-N-OUT_TRINITY_PKWY_1



LEFT SIDE VIEW
SCALE: 3/4"=1'-0"

FRONT VIEW SCALE: 3/4"=1'-0"
19.9 SQ FT.

RIGHT SIDE VIEW
SCALE: 3/4"=1'-0"

BACK VIEW SCALE: 3/4"=1'-0"

PRODUCTION NOTE: UL & SIGNTECH LABELS TO BE PLACED ON LOWER LEFT SIDE OF MENU AS VIEWING MENU

D **SIGNTYPE** **IN0-MB-54x51x79**

MANUFACTURE AND INSTALL ONE (1) SINGLE-FACED INTERNALLY ILLUMINATED MENU BOARD
CABINET: EXTRUDED ALUMINUM W
FACES: WHITE ACRYLIC WITH FIRST SURFACE APPLIED GRAPHICS (BY OTHERS)
POLES: 3" SQUARE TUBE
ILLUMINATION: SLOAN SIGN BOX II SINGLE SIDED 5000K LEDs

PAINT

P1 TO MATCH 'BONE CHINA' SP 514 BY DUNN EDWARDS W/ SATIN FINISH

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Engineering:

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Quote:
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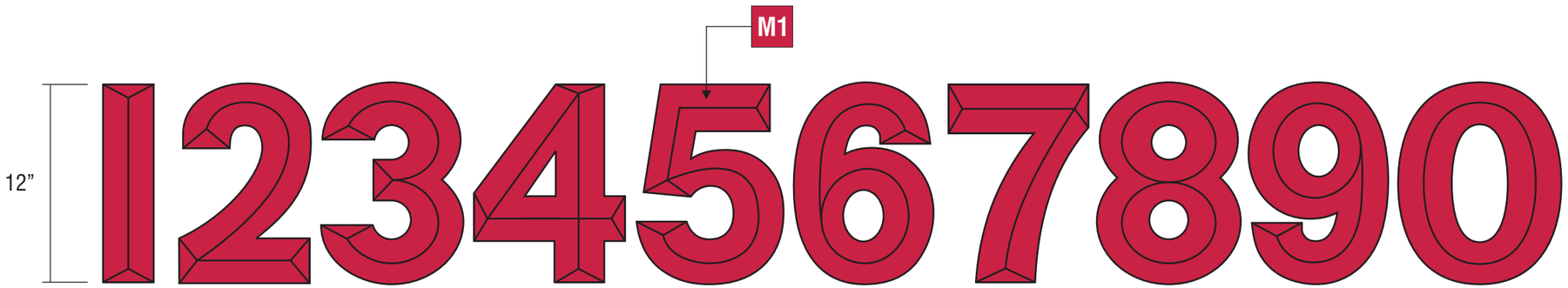
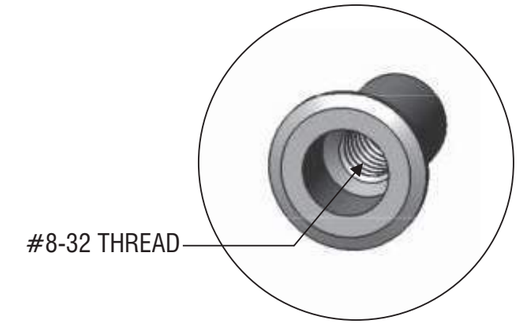


SCALE: 1 1/2”=1’-0”



ALUMINUM RIVET NUT
TYPICAL (4) PER NUMERAL
W/ 8-32 ALL-THREAD

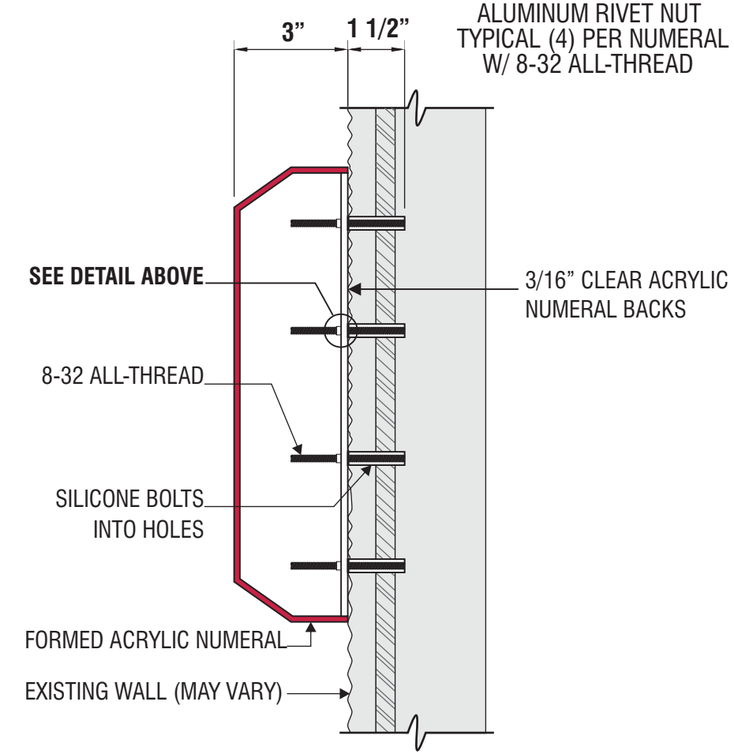
E **SIGNTYPE** **INO-CL-PL-12-ADDRESS-XXXX**

MANUFACTURE AND INSTALL ONE (1) SET OF NON-ILLUMINATED ADDRESS NUMERALS

MATERIAL

M1 RED ACRYLIC #211-1

ADDRESS TO BE DETERMINED



SECTION / INSTALLATION DETAIL 3” = 1’-0”

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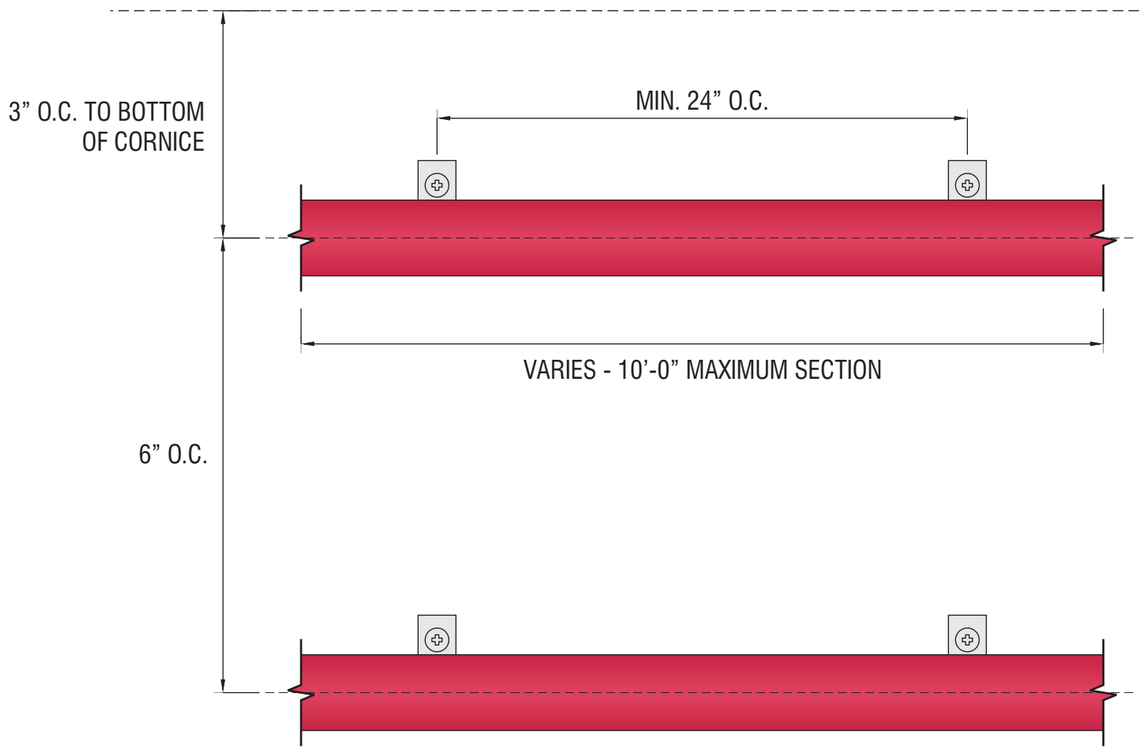
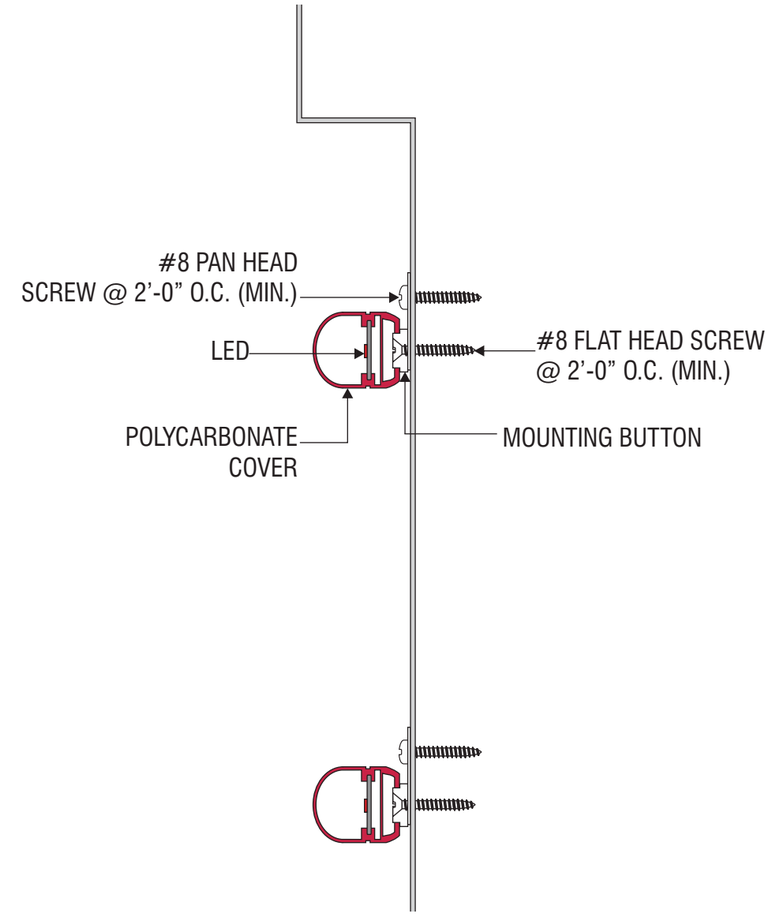


FRONT VIEW SCALE: HALF SIZE



SECTION VIEW
SCALE: HALF SIZE

F SIGNTYPE INO-LED BORDER TUBE

MANUFACTURE AND INSTALL LED TUBE BORDER STRIPES
'SLOAN' LED RED LIGHTING SYSTEM.
ALL ELECTRICAL COMPONENTS
TO BE UL LISTED. ATTACH TO WALL AS REQUIRED.

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Design: Thomsen
Engineering:

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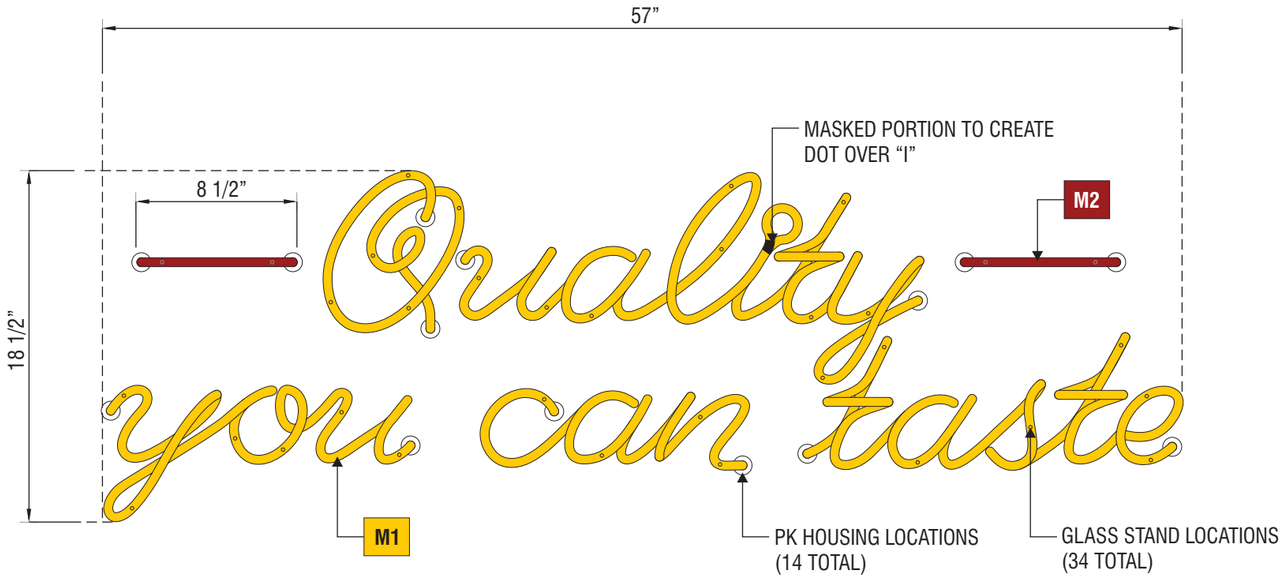
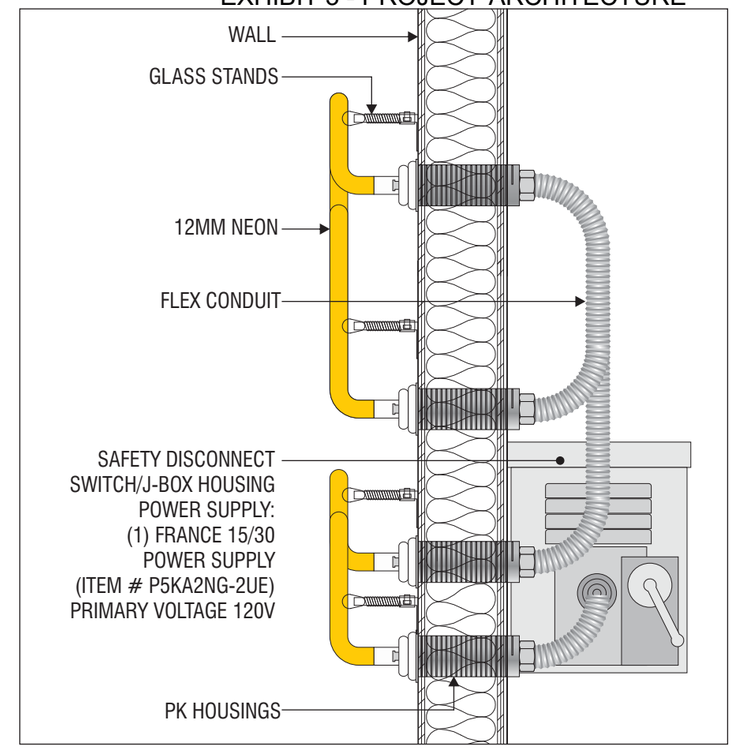
Quote:
Project ID: IN-N-OUT_TRINITY PKWY_1



FRONT VIEW SCALE: 1 1/2”=1’-0”



INSTALLATION SECTION SCALE: 3”=1’-0”

G SIGNTYPE INO-QYCT-NEON-18x57

MANUFACTURE AND INSTALL ONE (1) INTERIOR EXPOSED NEON WALL SIGN

MATERIALS

M1 EGL DOUBLE COATED *‘NOVIOL GOLD’ P73*
EXPOSED NEON ILLUMINATION (12MM)

M2 EGL DOUBLE COATED *‘RUBY RED’*
EXPOSED NEON ILLUMINATION (12MM)

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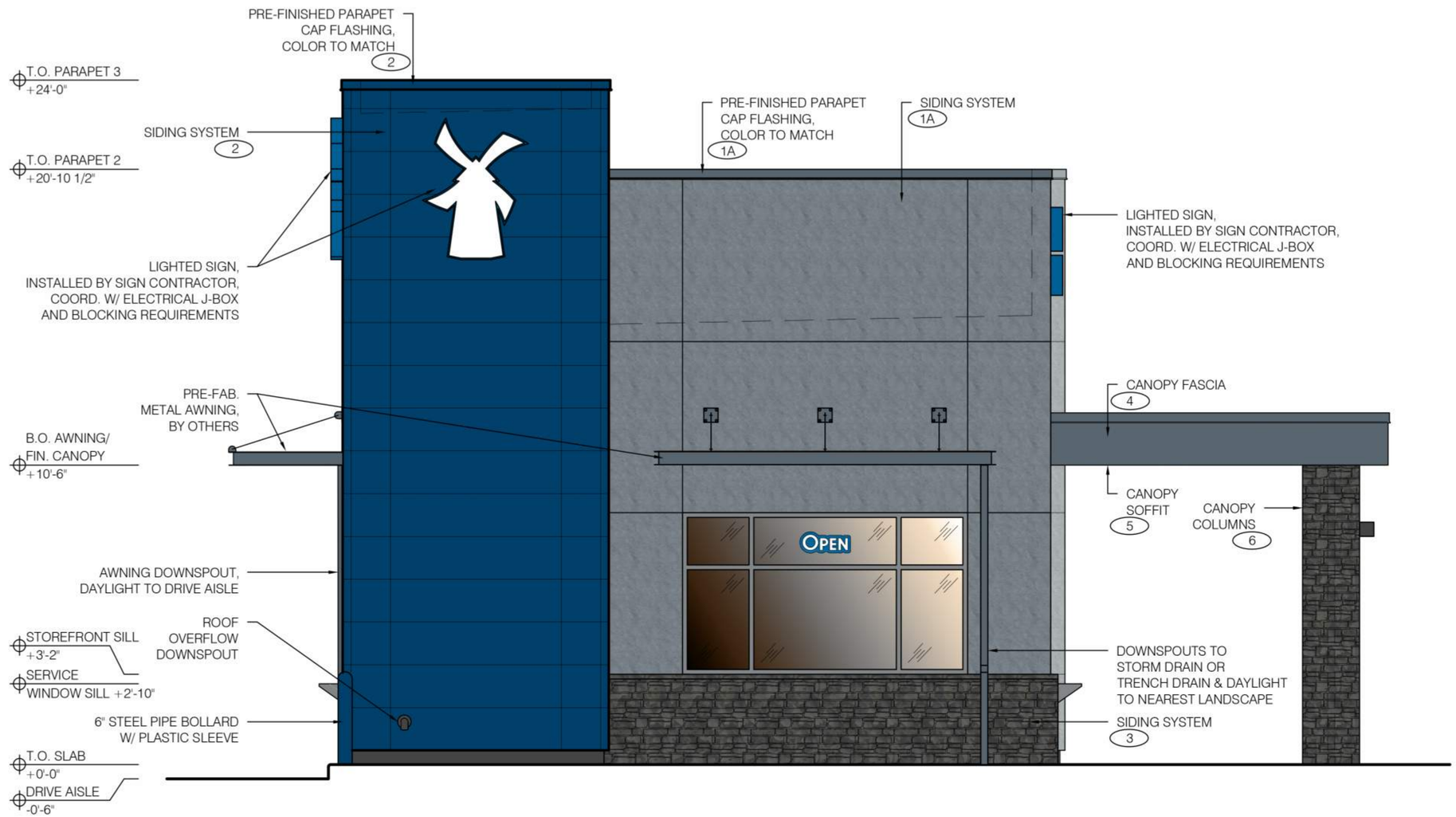
Quote:
Project ID: IN-N-OUT_TRINITY_PKWY_1

DUTCH BROS Coffee

EXTERIOR FINISH SCHEDULE - ALTERNATE w/ CANOPY

ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
ZONE 1 (BODY)				
1A	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	PAINTED; COLOR: BLDG DB DARK GRAY
1B	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	PAINTED; COLOR: BLDG DB LIGHT GRAY
ZONE 2 (TOWER)				
2	FIBER CEMENT SIDING	NICHIHA	ILLUMINATION, AWP 1818 w/ FACTORY PANEL CORNERS	COLOR: BLDG DB BLUE
ZONE 3 (BASE)				
3	STONE VENEER	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.
	STONE SILL	ELDORADO STONE	SNAPPED EDGE WAINSCOT SILL	COLOR: PEWTER
ZONE 4 (FRAMED CANOPY)				
4	FASCIA	WESTERN STATES METAL ROOFING	T-GROOVE, 10"	3 SIDES; COLOR: BLDG DB DARK GRAY
5	SOFFIT	HEWN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1x8, T&G, 1/8" REVEAL
6	COLUMNS	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.

NOTE: GC TO PROVIDE 3"x2" SMOOTH DOWNSPOUTS, AND ALL NECESSARY ADAPTORS, AT AWNING AND CANOPY LOCATIONS; COLOR: BLDG DB DARK GRAY



SCALE: 1/2" = 1'-0"

0' 5' 10' 20'

DUTCH BROS Coffee

EXTERIOR FINISH SCHEDULE - ALTERNATE w/ CANOPY				
ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
ZONE 1 (BODY)				
1A	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	PAINTED; COLOR: BLDG DB DARK GRAY
1B	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	PAINTED; COLOR: BLDG DB LIGHT GRAY
ZONE 2 (TOWER)				
2	FIBER CEMENT SIDING	NICHIHA	ILLUMINATION, AWP 1818 w/ FACTORY PANEL CORNERS	COLOR: BLDG DB BLUE
ZONE 3 (BASE)				
3	STONE VENEER	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.
	STONE SILL	ELDORADO STONE	SNAPPED EDGE WAINSCOT SILL	COLOR: PEWTER
ZONE 4 (FRAMED CANOPY)				
4	FASCIA	WESTERN STATES METAL ROOFING	T-GROOVE, 10"	3 SIDES; COLOR: BLDG DB DARK GRAY
5	SOFFIT	HEWN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1x8, T&G, 1/8" REVEAL
6	COLUMNS	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.
NOTE: GC TO PROVIDE 3"x2" SMOOTH DOWNSPOUTS, AND ALL NECESSARY ADAPTORS, AT AWNING AND CANOPY LOCATIONS; COLOR: BLDG DB DARK GRAY				

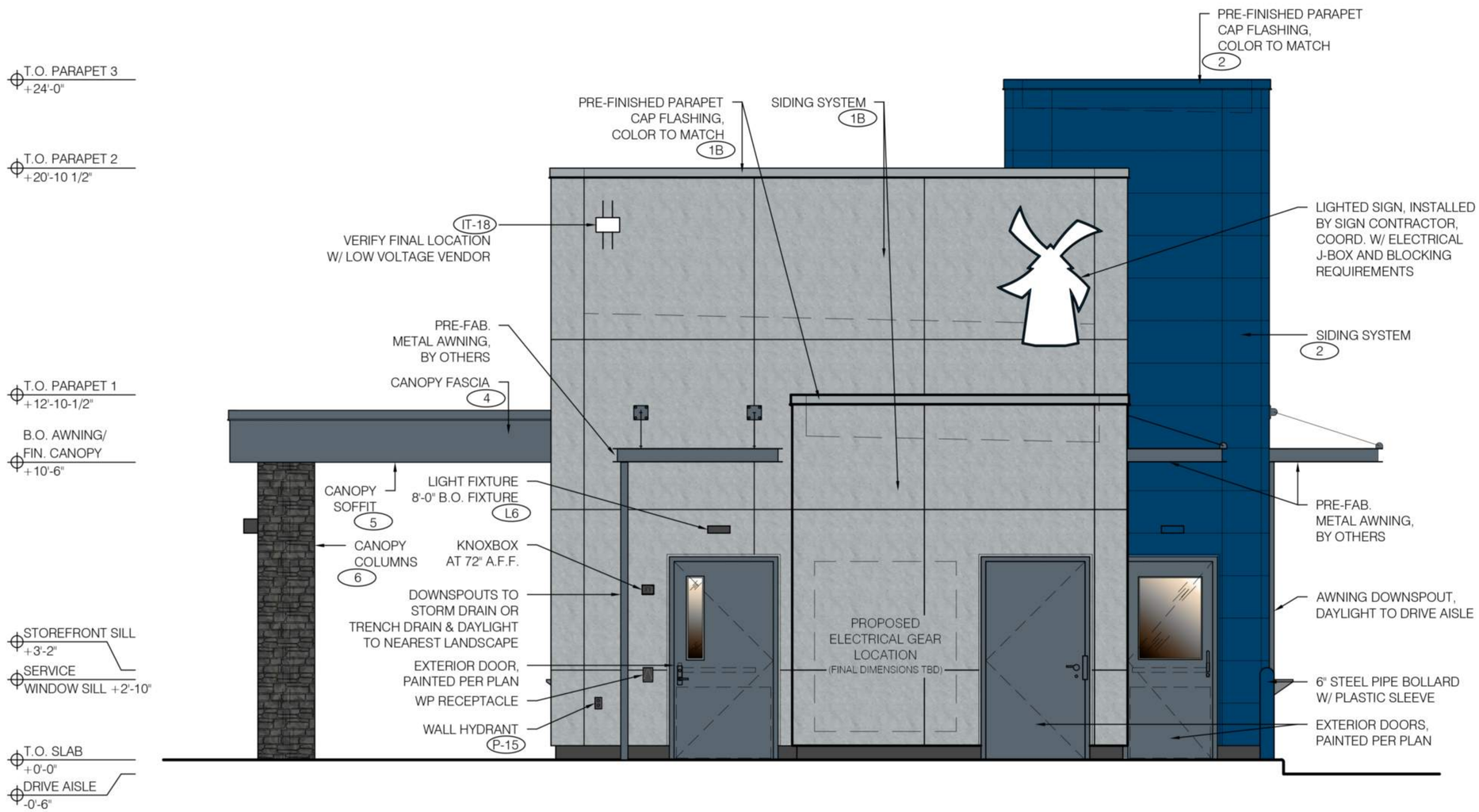
SCALE: 1/2" = 1'-0"

0' 5' 10' 20'

DUTCH BROS Coffee

EXTERIOR FINISH SCHEDULE - ALTERNATE w/ CANOPY

ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
ZONE 1 (BODY)				
1A	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	PAINTED; COLOR: BLDG DB DARK GRAY
1B	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	PAINTED; COLOR: BLDG DB LIGHT GRAY
ZONE 2 (TOWER)				
2	FIBER CEMENT SIDING	NICHIHA	ILLUMINATION, AWP 1818 w/ FACTORY PANEL CORNERS	COLOR: BLDG DB BLUE
ZONE 3 (BASE)				
3	STONE VENEER	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.
	STONE SILL	ELDORADO STONE	SNAPPED EDGE WAINSCOT SILL	COLOR: PEWTER
ZONE 4 (FRAMED CANOPY)				
4	FASCIA	WESTERN STATES METAL ROOFING	T-GROOVE, 10"	3 SIDES; COLOR: BLDG DB DARK GRAY
5	SOFFIT	HEWN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1x8, T&G, 1/8" REVEAL
6	COLUMNS	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.
NOTE: GC TO PROVIDE 3"x2" SMOOTH DOWNSPOUTS, AND ALL NECESSARY ADAPTORS, AT AWNING AND CANOPY LOCATIONS; COLOR: BLDG DB DARK GRAY				



SCALE: 1/2" = 1'-0"

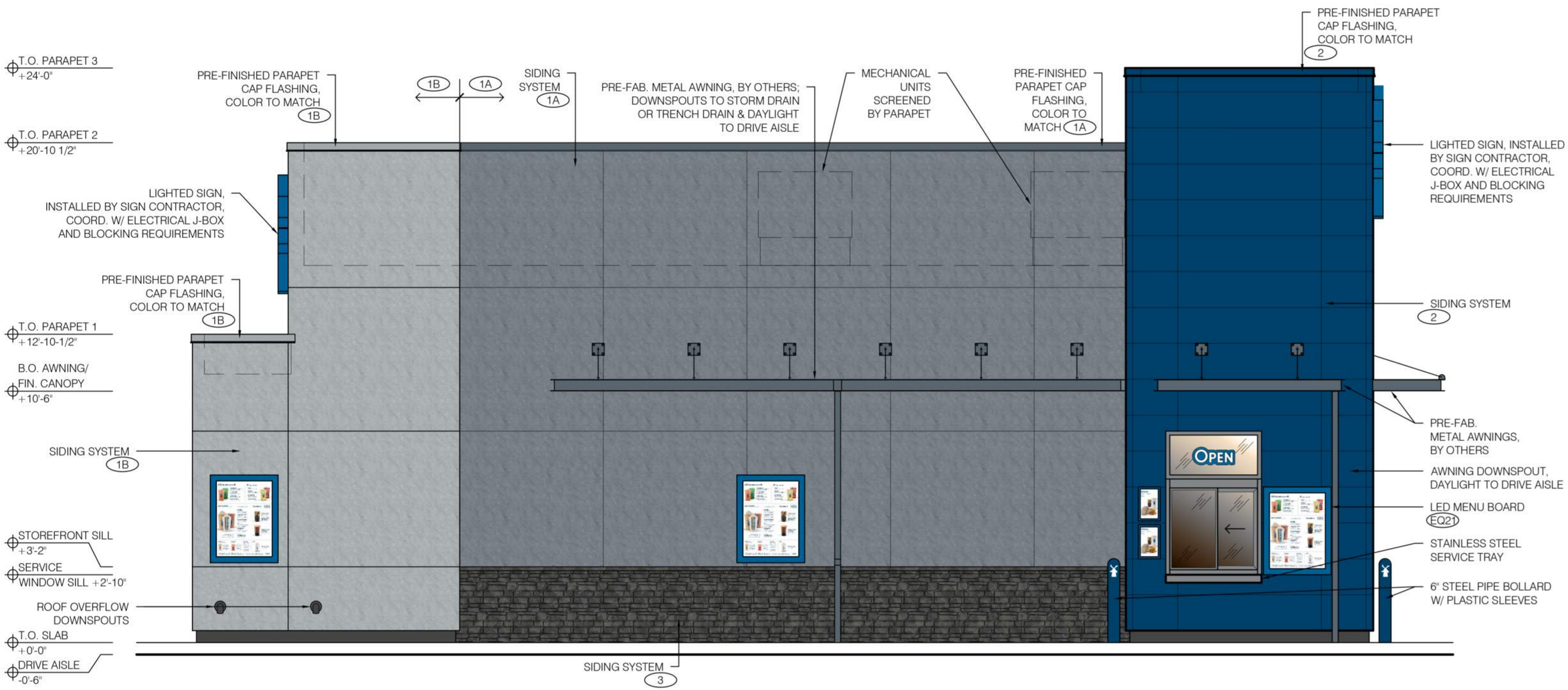
0' 5' 10' 20'

DUTCH BROS Coffee

EXTERIOR FINISH SCHEDULE - ALTERNATE w/ CANOPY

ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
ZONE 1 (BODY)				
1A	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	PAINTED; COLOR: BLDG DB DARK GRAY
1B	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	PAINTED; COLOR: BLDG DB LIGHT GRAY
ZONE 2 (TOWER)				
2	FIBER CEMENT SIDING	NICHIHA	ILLUMINATION, AWP 1818 w/ FACTORY PANEL CORNERS	COLOR: BLDG DB BLUE
ZONE 3 (BASE)				
3	STONE VENEER	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.
	STONE SILL	ELDORADO STONE	SNAPPED EDGE WAINSCOT SILL	COLOR: PEWTER
ZONE 4 (FRAMED CANOPY)				
4	FASCIA	WESTERN STATES METAL ROOFING	T-GROOVE, 10"	3 SIDES; COLOR: BLDG DB DARK GRAY
5	SOFFIT	HEWN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1x8, T&G, 1/8" REVEAL
6	COLUMNS	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.

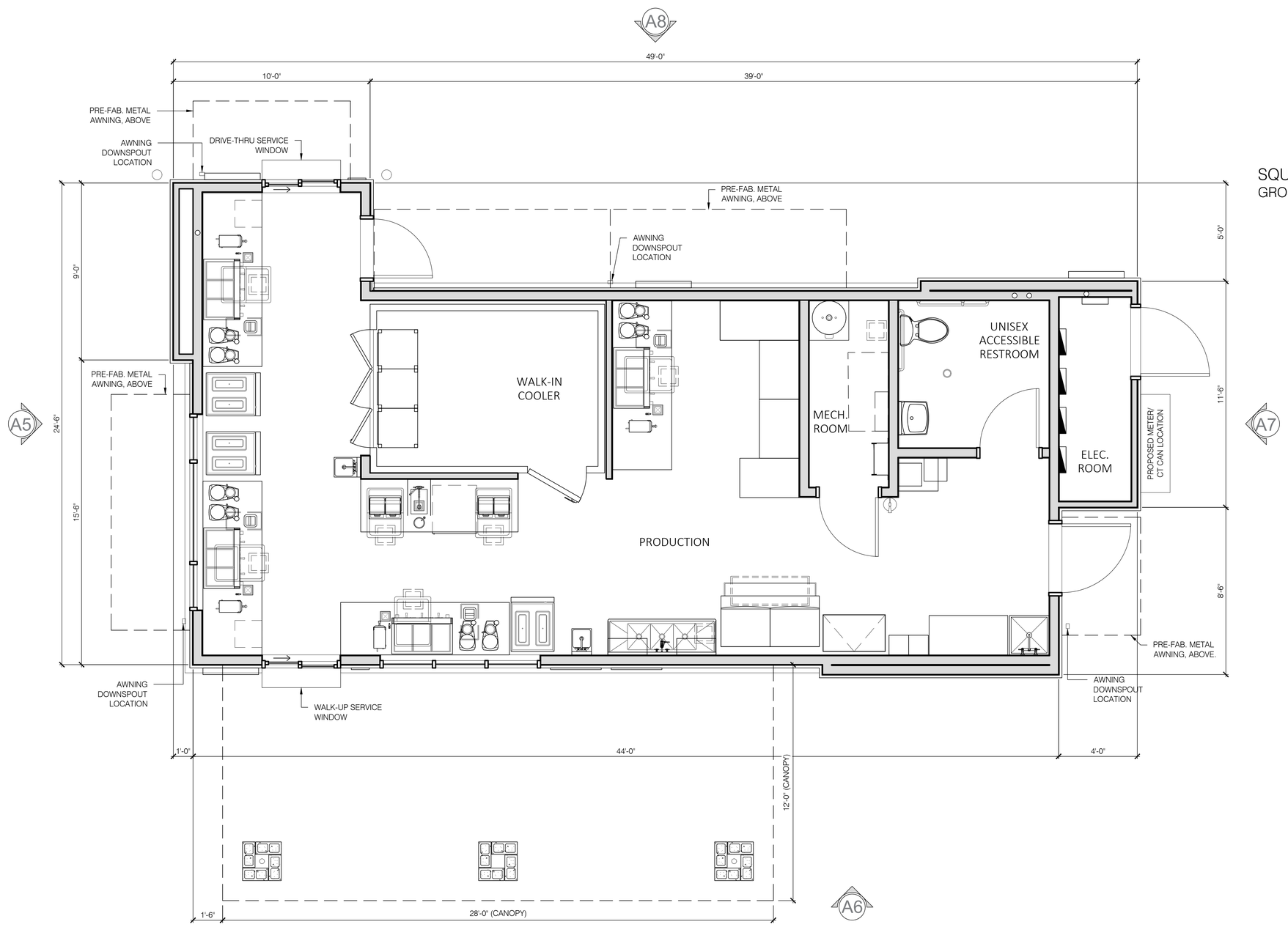
NOTE: GC TO PROVIDE 3"x2" SMOOTH DOWNSPOUTS, AND ALL NECESSARY ADAPTORS, AT AWNING AND CANOPY LOCATIONS; COLOR: BLDG DB DARK GRAY



SCALE: 1/2" = 1'-0"

0' 5' 10' 20'

DUTCH BROS Coffee



SQUARE FOOTAGE :
GROSS = 950 SQ. FT.

SCALE: 3/8" = 1'-0"

0' 5' 10' 20'

GNICH ARCHITECTURE STUDIO
AN OREGON LIMITED LIABILITY COMPANY

DUTCH BROS COFFEE | CA0604 | TRINITY PARKWAY & SCOTT CREEK DRIVE | STOCKTON, CA 95219

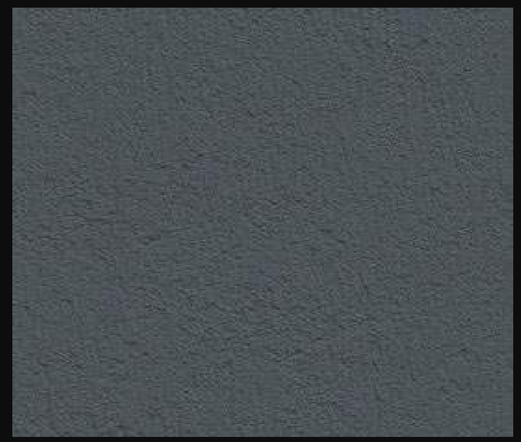
1001 SE SANDY BLVD, SUITE 100 | PORTLAND, OR 97214 | www.GnichArch.com | v. 503.552.9079 | f. 503.241.7055 | OCTOBER 14, 2022

FLOOR PLAN

PAGE A3

EXHIBIT 3 - PROJECT ARCHITECTURE

FIBER CEMENT BOARD
MANUFACTURER: NICHIHA
PROFILE: ILLUMIINIATION
COLOR: BLDG DB BLUE

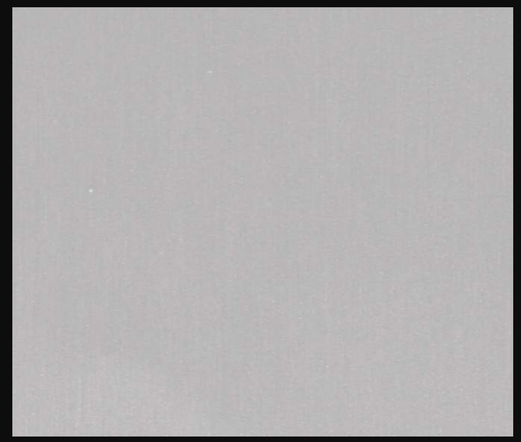


STUCCO SYSTEM
MANUFACTURER: DRYVIT
PROFILE: CCP-2 SYSTEM,
SANDPEBBLE FINE E FINISH
COLOR: PAINTED, BLDG DB GRAY DARK

STUCCO SYSTEM
MANUFACTURER: DRYVIT
PROFILE: CCP-2 SYSTEM,
SANDPEBBLE FINE E FINISH
COLOR: PAINTED, BLDG DB GRAY LIGHT

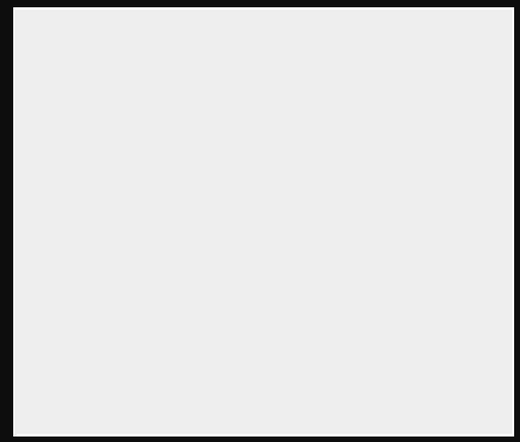
CULTURED STONE
MANUFACTURER: ELDORADO STONE
PROFILE: CLIFFSTONE - BANFF SPRINGS
COLOR: PER MFR.

CANOPY SOFFIT
MANUFACTURER: HEWN
PROFILE: NW SPRUCE
NATURAL & SEALED
COLOR: PER MFR.



WINDOW SYSTEM
MANUFACTURER: KAWNEER OR SIMILAR
PROFILE: CLEAR ANODIZED ALUMINUM
FINISH: CLEAR NO 14 / 17

AWNINGS & DOORS - PAINT
MANUFACTURER: SHERWIN-WILLIAMS
COLOR: BLDG DB GRAY DARK



ROOFING MATERIAL
MANUFACTURER: DURO-LAST
DL-60 - 60 MIL
COLOR: WHITE

SUMMARY DRAWING

SUMMARY - BUILDING SIGNS & MENUS

DRAWING #:
34963

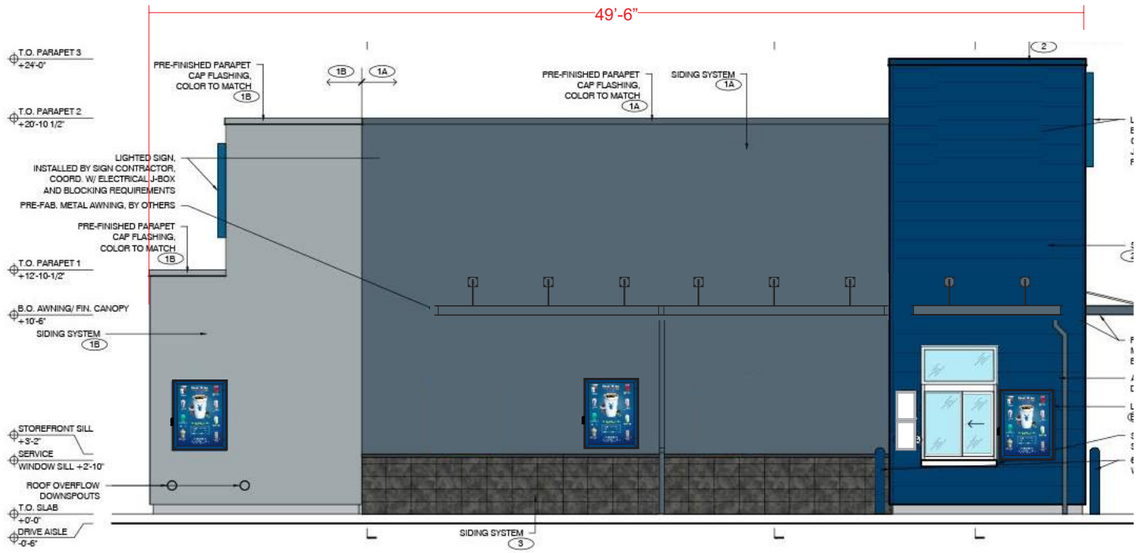
CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

DATE OF SHOP DRAWING:
9/21/22

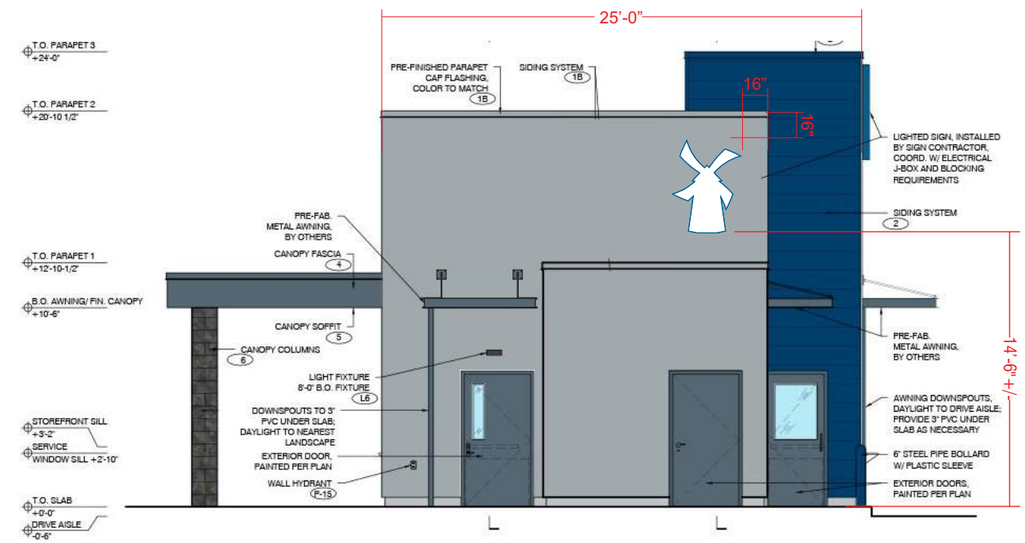
SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 2

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813



SOUTH ELEVATION
SCALE: 1/8"=1'-0"

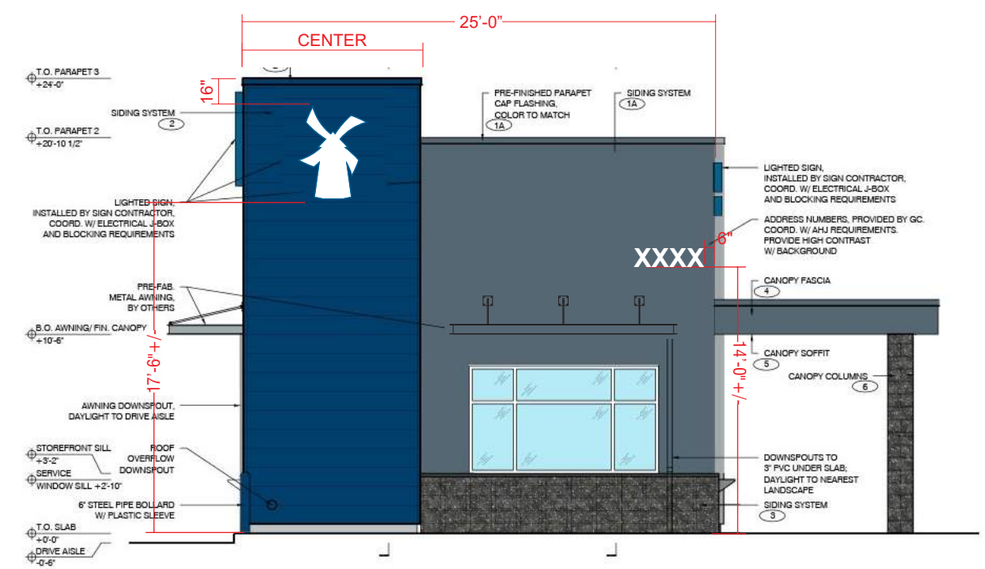


WEST ELEVATION
SCALE: 1/8"=1'-0"

DBW13 @ 18.4 SF

NORTH ELEVATION
SCALE: 1/8"=1'-0"

DBCL10 @ 31.5 SF



EAST ELEVATION
SCALE: 1/8"=1'-0"

DBW13 @ 18.4 SF

SUMMARY DRAWING

DRAWING #:
34963

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

DATE OF SHOP DRAWING:
9/21/22

SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	2 of 2

ES&A SIGN & AWNING
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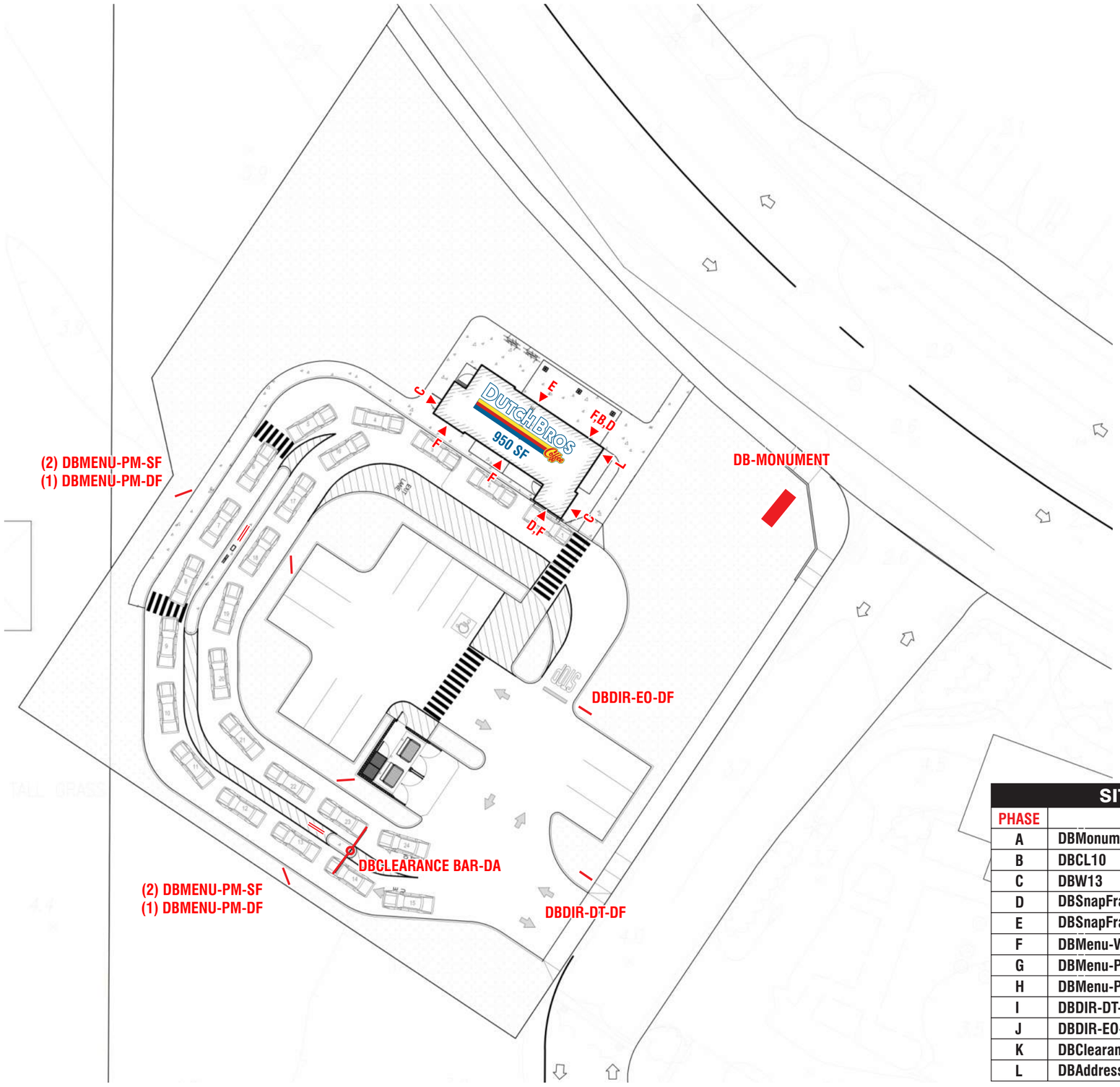
P 541.485.5546 | F 541.485.5813

SUMMARY - FREESTANDING SIGNS & MENUS



SITE OVERVIEW		
PHASE	SIGN TYPE	QTY
A	DBMonument 3 x 8 @ 6''' OAH	1
B	DBCL10	1
C	DBW13	2
D	DBSnapFrame-NL-11x17SC	4
E	DBSnapFrame-NL-30x40SC	2
F	DBMenu-WM	4
G	DBMenu-PM-SF	4
H	DBMenu-PM-DF	2
I	DBDIR-DT-DF	1
J	DBDIR-EO-DF	1
K	DBClearance Bar-DA	1
L	DBAddress	1

FACTORY DRAWING

LEVEL A FINISH

SCOPE OF WORK: MANUFACTURE & INSTALL (1) D/F ILLUMINATED MONUMENT SIGN

SHOP DRAWING #:
34963A

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

DATE OF SHOP DRAWING:
9/21/22

SHOP REVISIONS:
9.23.22 INCREASED BOTTOM TENANT
9.28.22 DECREASED CABINET HEIGHT
& MADE BOTH TENANTS EQUAL.
10.28.22 INCREASED FOOTING BY 2".

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 2

ES&A SIGN & AWNING
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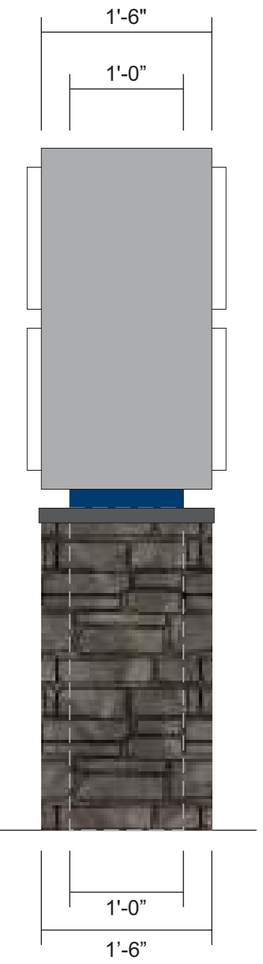
P 541.485.5546 | F 541.485.5813

DB COLOR CODE

- 230-015 YELLOW PSV
- 230-33 RED PSV
- 230-127 INTENSE BLUE PSV
- WHITE
- DB LIGHT GREY (PMS 429 C)
- DB CUSTOM DARK BLUE
- BLACK PSV

FRONT VIEW
SCALE: 3/4"=1'-0"

SIDE VIEW
SCALE: 3/4"=1'-0"



CUSTOM FORMED CABINET PAINTED DB CUSTOM LIGHT GREY.
1.5" DEEP SHOE-BOX ALUMINUM FACES PAINTED SATIN WHITE.
BACKED-UP WHITE ACRYLIC GRAPHICS WITH TRANSLUCENT VINYL.
WHITE LED ILLUMINATION.
FABRICATED ALUMINUM SKIRT WITH MASONRY BOARD BY ES&A.
STONE VENEER & CAP BY G.C.

FACTORY DRAWING

SHOP DRAWING #:
34963A

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

DATE OF SHOP DRAWING:
9/21/22

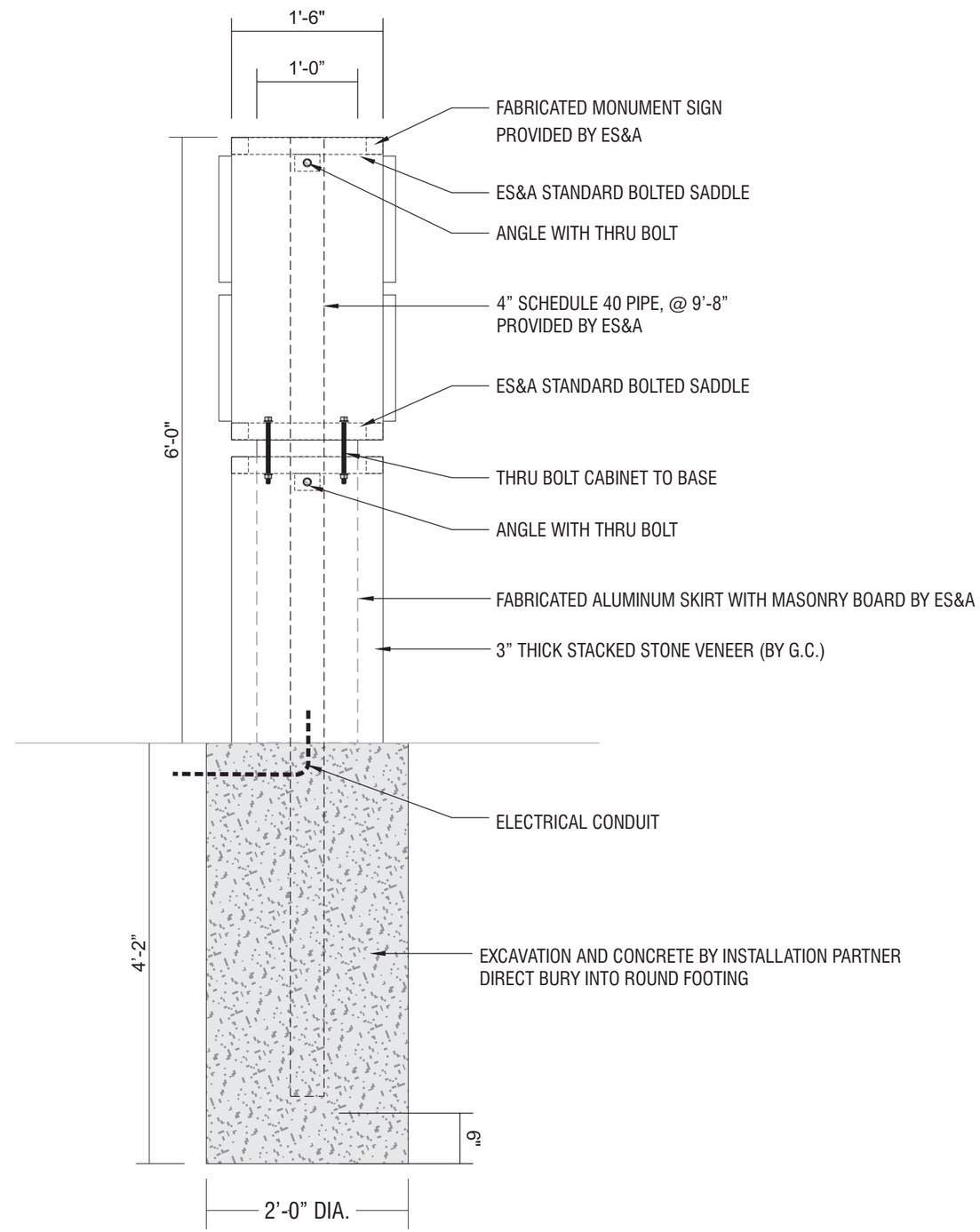
SHOP REVISIONS:
9.23.22 INCREASED BOTTOM TENANT
9.28.22 DECREASED CABINET HEIGHT
& MADE BOTH TENANTS EQUAL.
10.28.22 INCREASED FOOTING BY 2"

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	2 of 2

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

ATTACHMENT DETAIL

SIDE VIEW
SCALE: 3/4"=1'-0"



FACTORY DRAWING

SCOPE OF WORK: MANUFACTURE & INSTALL (1) SET OF ILLUMINATED CHANNEL LETTERS WITH REMOTE RACEWAY

LEVEL A FINISH

SHOP DRAWING #:
34963B

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

DATE OF SHOP DRAWING:
9/21/22

SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

ES&A SIGN & AWNING
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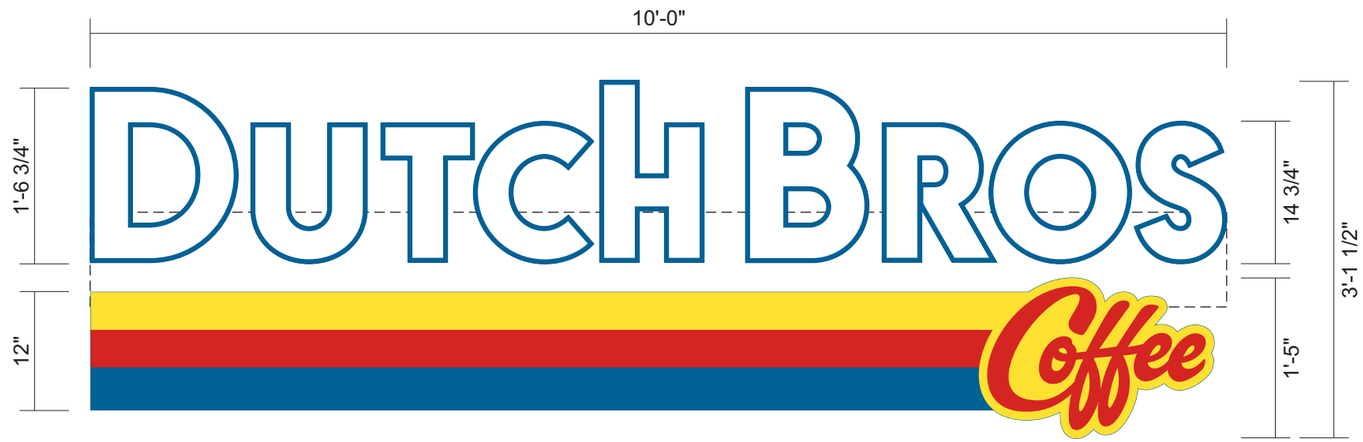
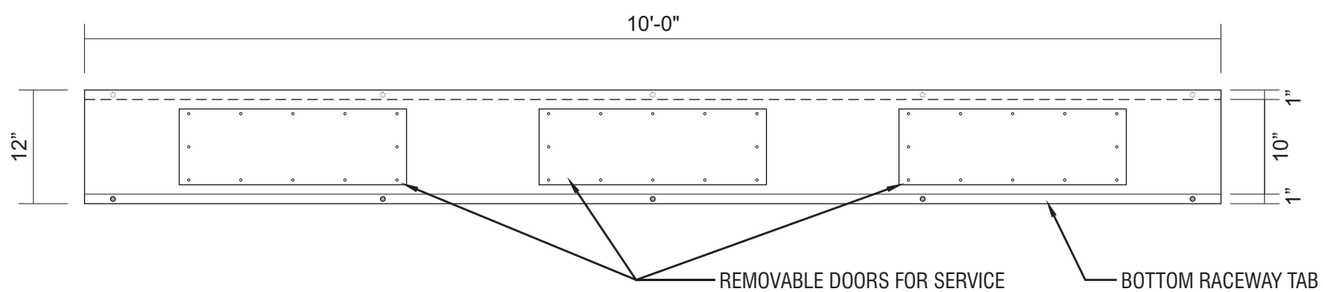
DBCL10-REMOTE RW
SCALE: 3/4"=1'-0"

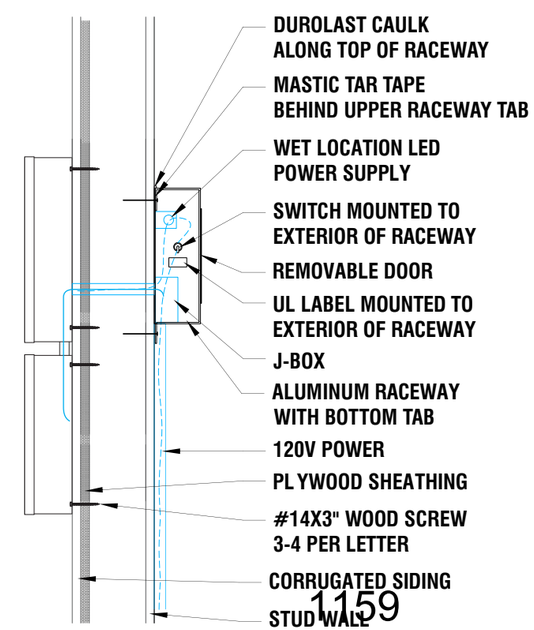


SIDE VIEW

FABRICATED REMOTE RACEWAY
.040 PRE-COAT WHITE ALUMINUM



ATTACHMENT DETAIL
SCALE: 3/4"=1'-0"
CHANNEL LETTERS WITH REMOTE RACEWAY



INTERNALLY ILLUMINATED FACE-LIT FLUSH MOUNTED CHANNEL LETTERS
5" DEEP CHANNEL LETTERS.
RETURNS & TRIM CAP PAINTED TO MATCH PANTONE 7691 C "INTENSE BLUE".
WHITE ACRYLIC FACES.
230-127 INTENSE BLUE PSV, 230-015 YELLOW PSV, 230-33 RED PSV.
LED ILLUMINATION.
FLUSH MOUNTED CHANNEL LETTERS WITH REMOTE MOUNTED RACEWAY.

COLOR CODE

- 230-015 YELLOW PSV
- 230-33 RED PSV
- 230-127 INTENSE BLUE PSV
- WHITE

FACTORY DRAWING

SHOP DRAWING #:
34963C

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

DATE OF SHOP DRAWING:
9/21/22

SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

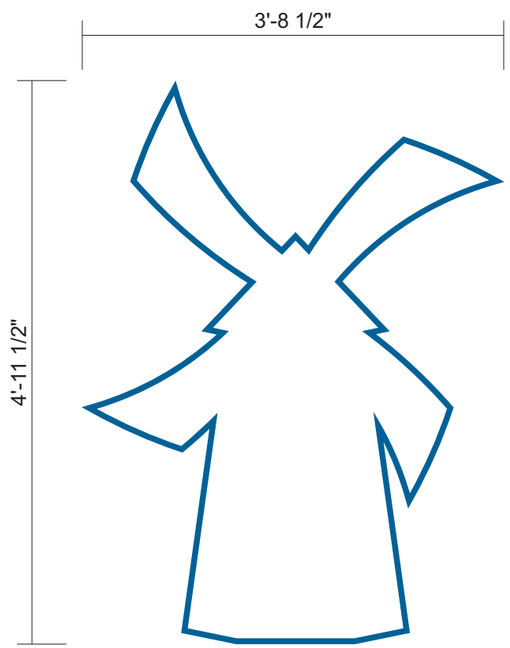
ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

SCOPE OF WORK: MANUFACTURE & INSTALL (2) ILLUMINATED WINDMILL LOGOS

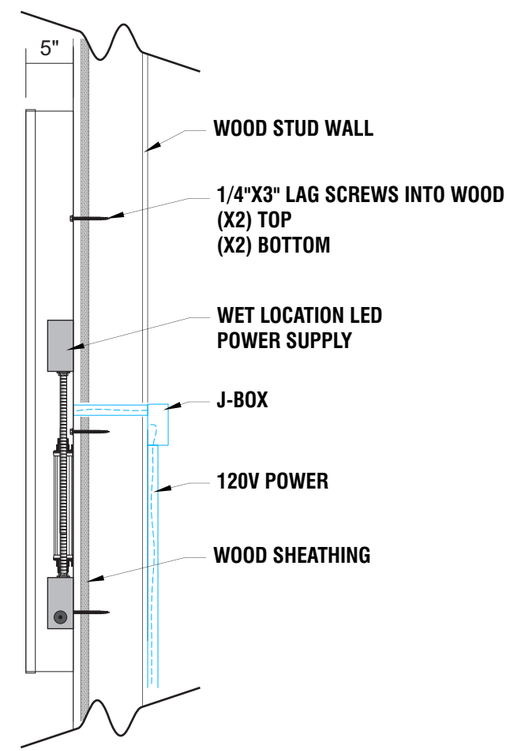
EXHIBIT 3 - PROJECT ARCHITECTURE

LEVEL A FINISH

DBW13
SCALE: 3/4"=1'-0"

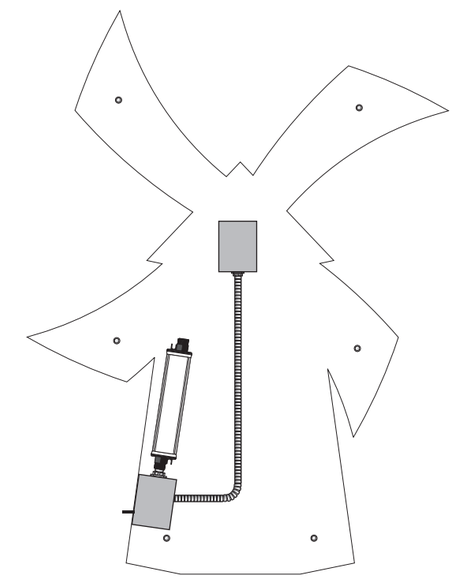


ATTACHMENT DETAIL



Side View

SELF CONTAINED CHANNEL LOGO



INTERNALLY ILLUMINATED FACE-LIT FLUSH MOUNTED CHANNEL WRAP LOGO
5" DEEP CHANNEL WRAP.
RETURNS & TRIM CAP PAINTED TO MATCH PANTONE 7691 C "INTENSE BLUE".
WHITE ACRYLIC FACE.
230-127 INTENSE BLUE PSV OUTLINE.
LED ILLUMINATION.
FLUSH MOUNTED SELF CONTAINED INSTALLATION.

COLOR CODE

- 230-127 INTENSE BLUE PSV
- WHITE

FACTORY DRAWING

SCOPE OF WORK: MANUFACTURE & INSTALL (4) SNAP FRAMES

EXHIBIT 3 - PROJECT ARCHITECTURE

LEVEL A FINISH

SHOP DRAWING #:
34963D

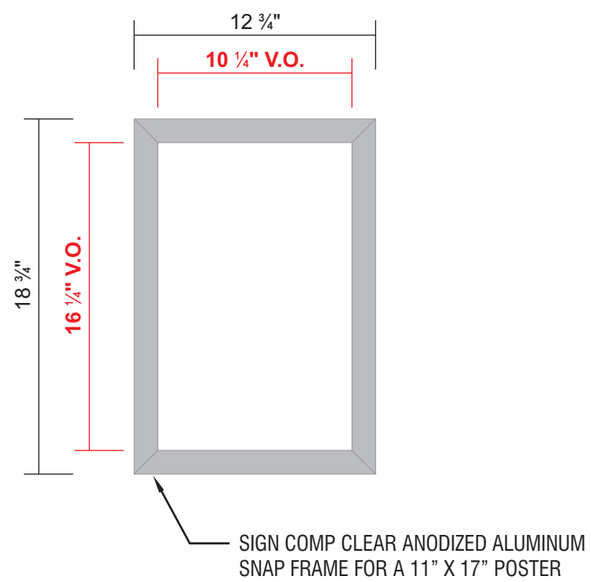
CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

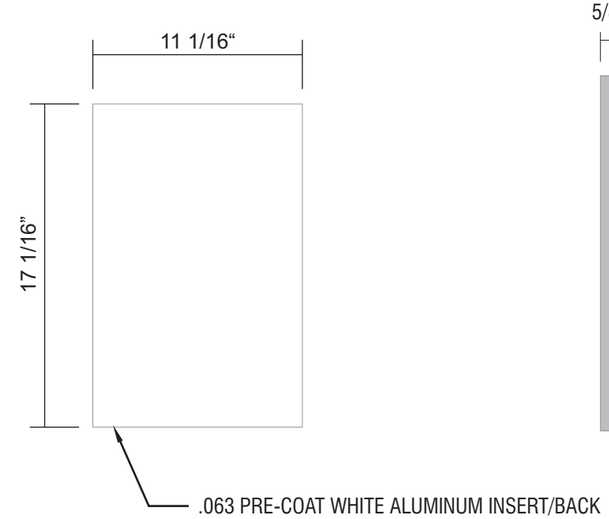
DATE OF SHOP DRAWING:
9/21/22

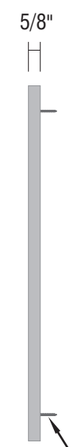
SHOP REVISIONS:

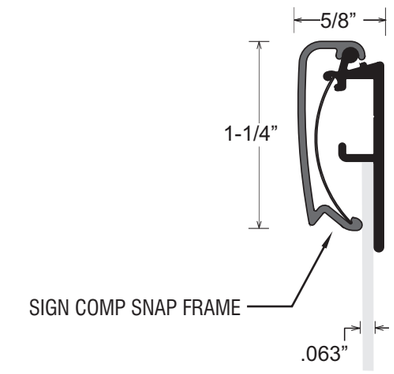
SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813









DETAIL:
FULL SCALE

COLOR CODE

CLEAR ANODIZED ALUMINUM

SCALE: 1 ½"=1'-0"

FACTORY DRAWING

SCOPE OF WORK: MANUFACTURE & INSTALL (2) SNAP FRAMES

EXHIBIT 3 - PROJECT ARCHITECTURE

LEVEL A FINISH

SHOP DRAWING #:
34963E

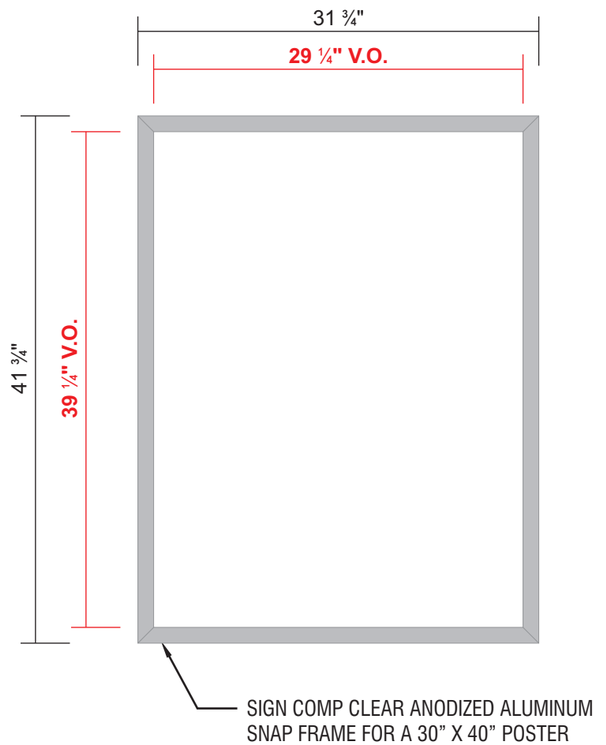
CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

DATE OF SHOP DRAWING:
9/21/22

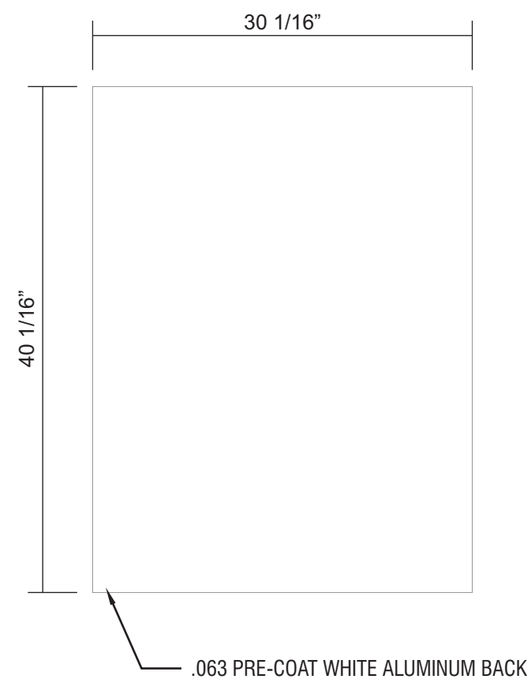
SHOP REVISIONS:

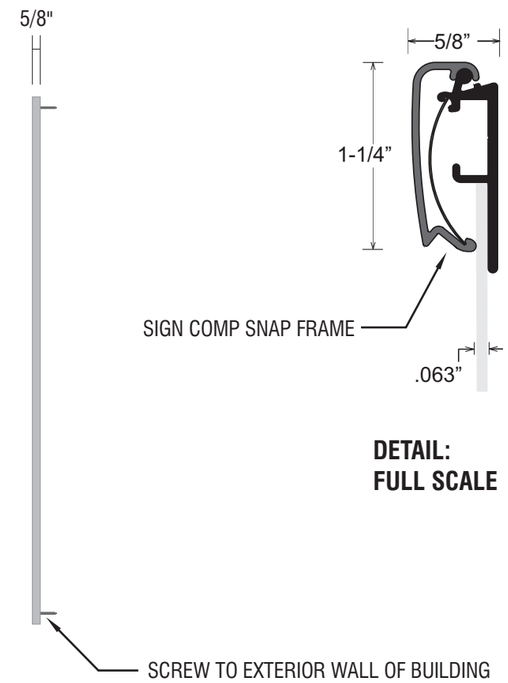
SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

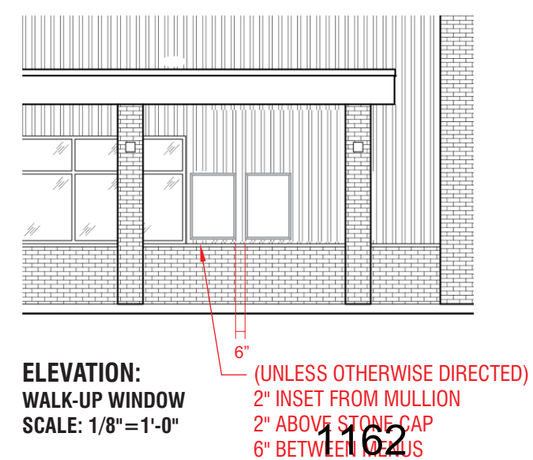


SCALE: 1"=1'-0"





DETAIL:
FULL SCALE



ELEVATION:
WALK-UP WINDOW
SCALE: 1/8"=1'-0"

COLOR CODE

CLEAR ANODIZED ALUMINUM

FACTORY DRAWING

SHOP DRAWING #:
34963F

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

DATE OF SHOP DRAWING:
9/21/22

SHOP REVISIONS:

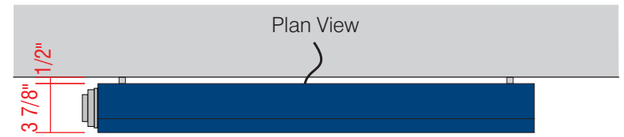
SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

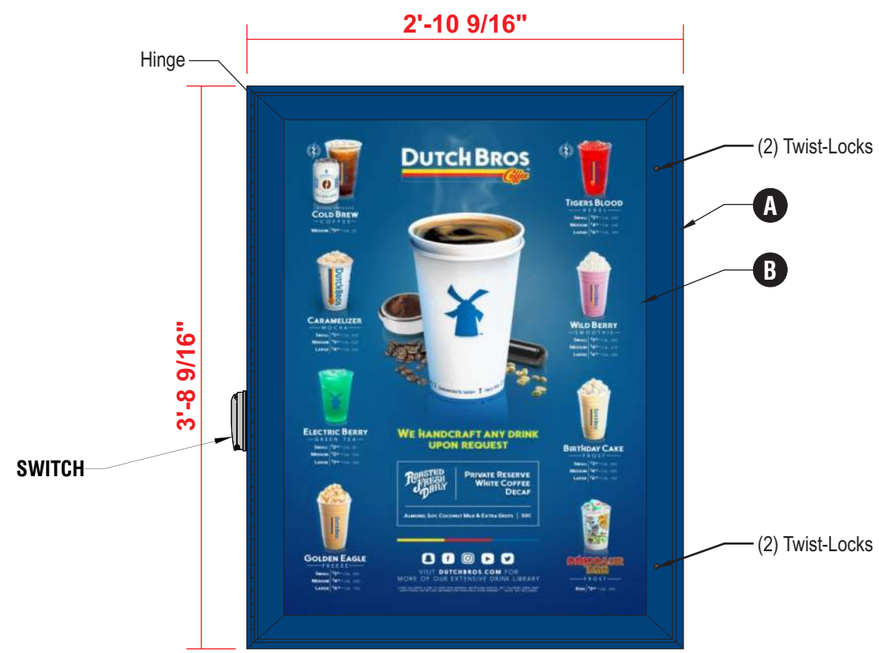
ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

SCOPE OF WORK: PROVIDE (4) ILLUMINATED MENU SIGNS V5 - WALL-MOUNTED

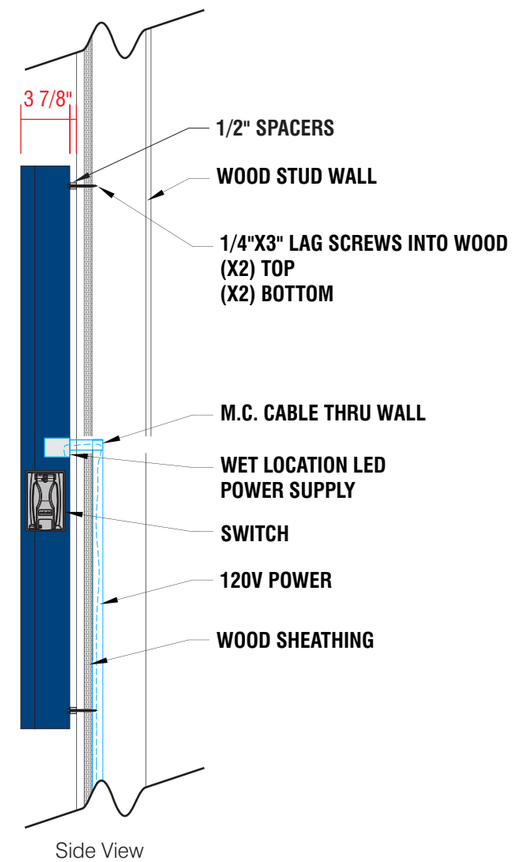
EXHIBIT 3 - PROJECT ARCHITECTURE

LEVEL A FINISH





ATTACHMENT DETAIL
ILLUMINATED WALL MOUNTED MENU



A WALL-MOUNTED, BACKLIT MENU SIGN
- PRINTED MENU PANEL NOT INCLUDED
- LED OUTDOOR LIGHT BOX
- LOCKABLE HINGED DOOR
- ALUMINUM CONSTRUCTION

B PRINTED LIGHT GUIDE PANEL
- AS SEPARATE ORDER

COLOR CODE

DIGITAL PRINT

POWDER COATED
DB CUSTOM DARK BLUE

SCALE: 1"=1'-0"

FACTORY DRAWING

SHOP DRAWING #:
34963G

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

DATE OF SHOP DRAWING:
9/21/22

SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 2

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

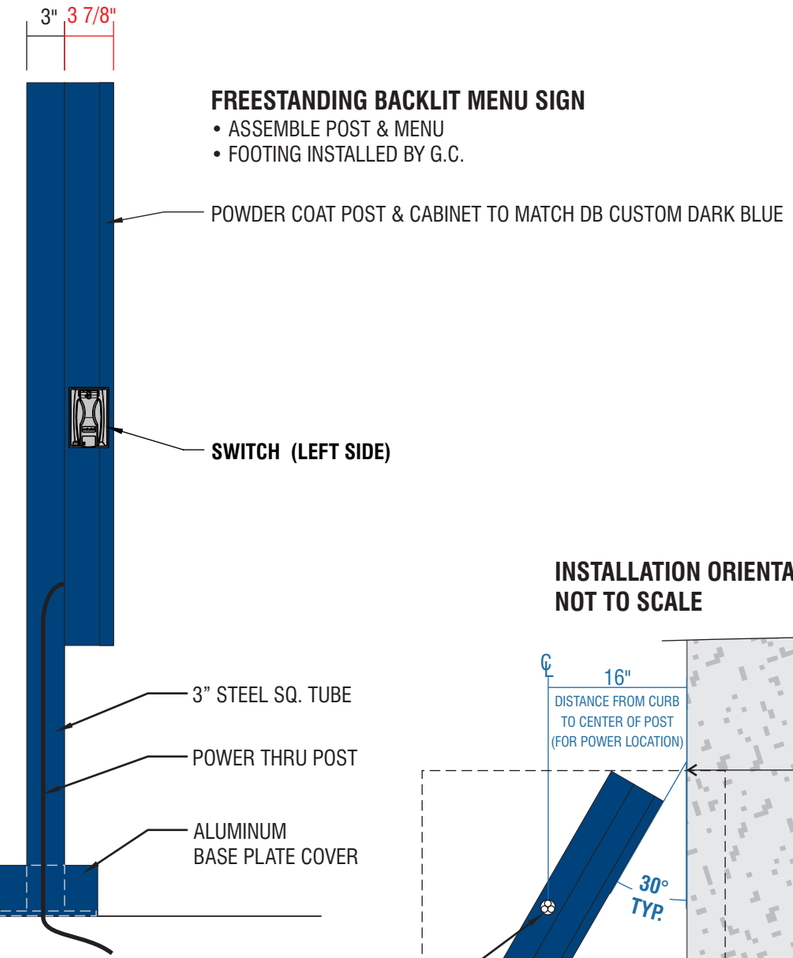
SCOPE OF WORK: PROVIDE (4) S/F ILLUMINATED MENU SIGNS V5 - PLATE-MOUNTED

EXHIBIT 3 - PROJECT ARCHITECTURE

LEVEL A FINISH

SCALE: 1"=1'-0"

SIDE VIEW

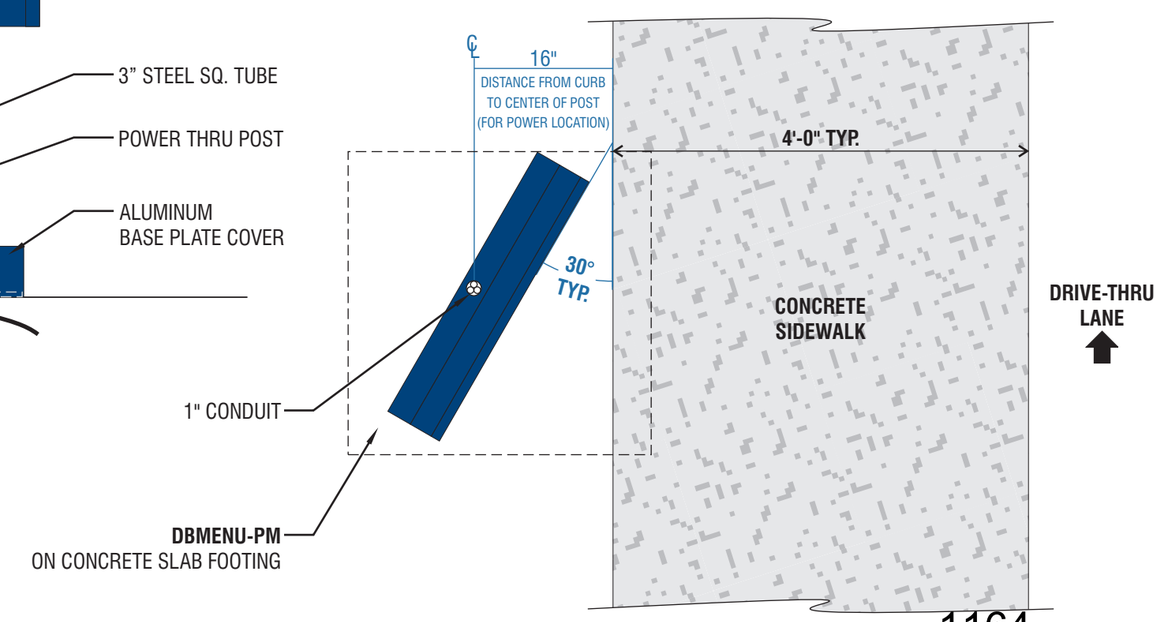


FREESTANDING BACKLIT MENU SIGN
- ASSEMBLE POST & MENU
- FOOTING INSTALLED BY G.C.

POWDER COAT POST & CABINET TO MATCH DB CUSTOM DARK BLUE

SWITCH (LEFT SIDE)

INSTALLATION ORIENTATION DETAIL
NOT TO SCALE



COLOR CODE

- DIGITAL PRINT
- POWDER COATED DB CUSTOM DARK BLUE

FACTORY DRAWING

ENGINEERING DETAILS

SHOP DRAWING #:
34963G

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

DATE OF SHOP DRAWING:
9/21/22

SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	2 of 2

ES&A SIGN & AWNING
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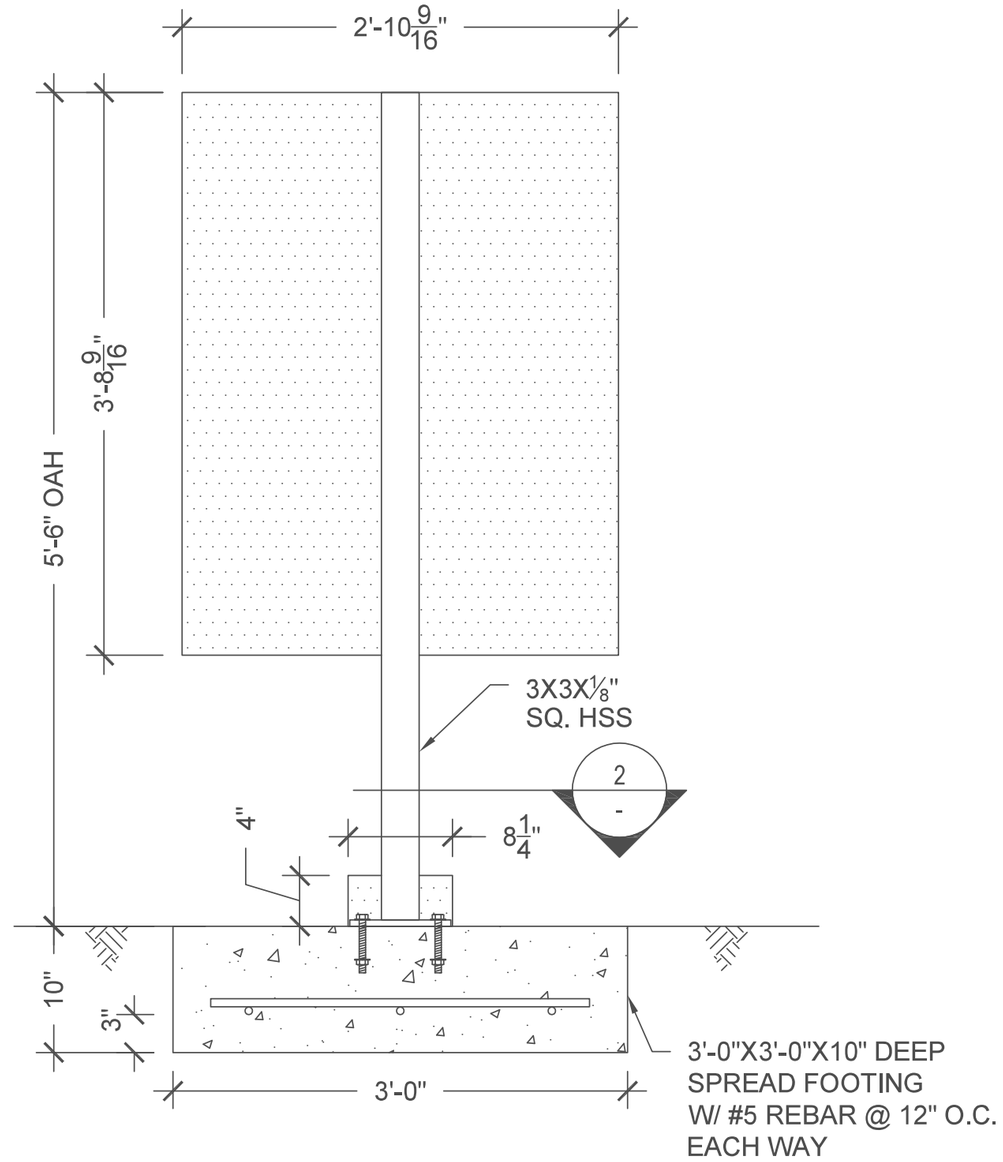
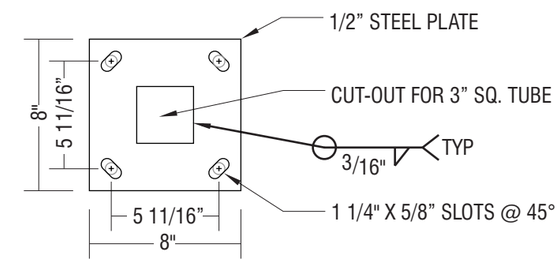
P 541.485.5546 | F 541.485.5813



ELEVATION
SCALE: 1"=1'-0"



MOUNTING PLATE
SCALE: 1 1/2"=1'-0"

FACTORY DRAWING

SHOP DRAWING #:
34963H

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

DATE OF SHOP DRAWING:
9/21/22

SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 2

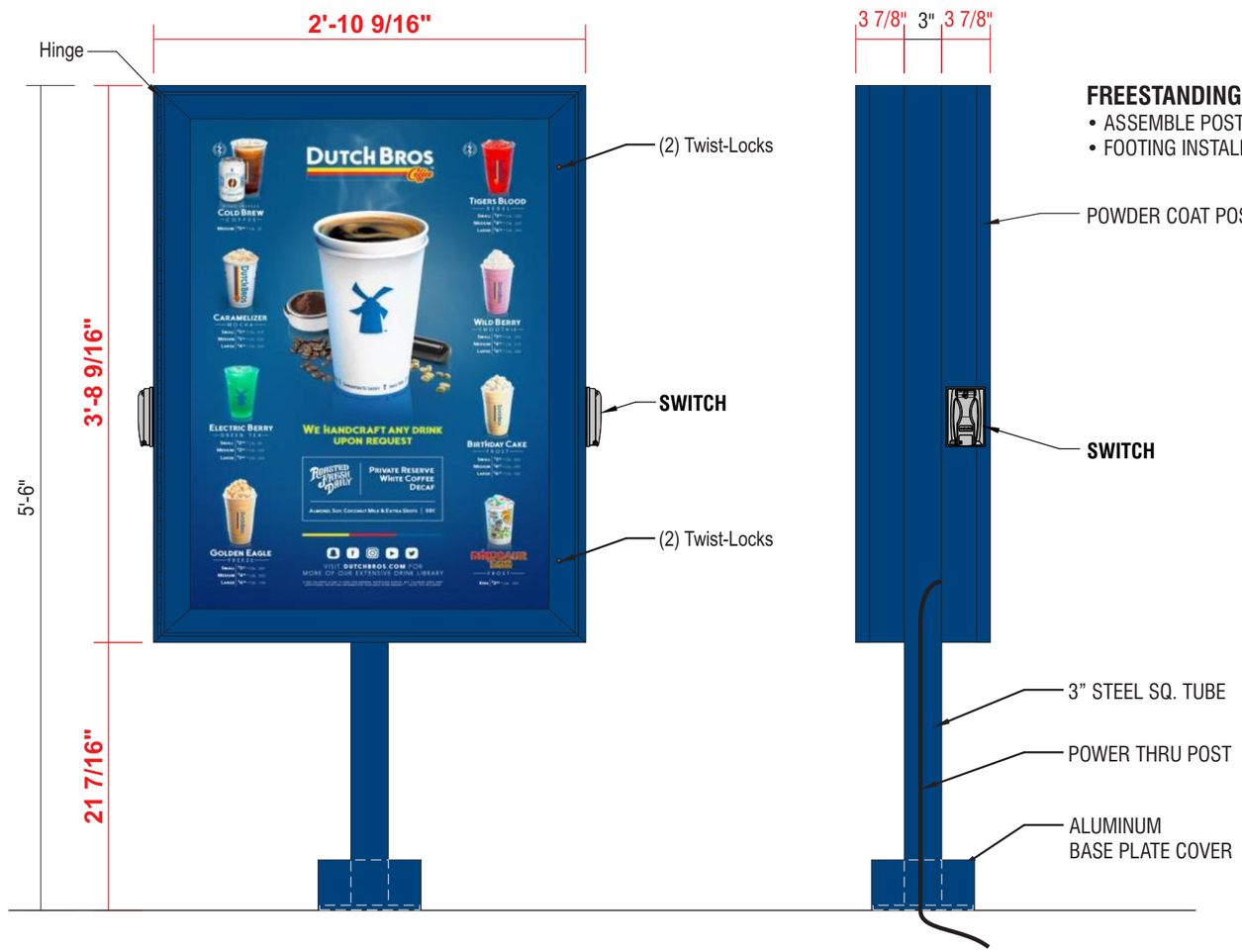
ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

SCOPE OF WORK: PROVIDE (2) D/F ILLUMINATED MENU SIGN V5 - PLATE-MOUNTED

EXHIBIT 3 - PROJECT ARCHITECTURE

LEVEL A FINISH

SCALE: 1"=1'-0"

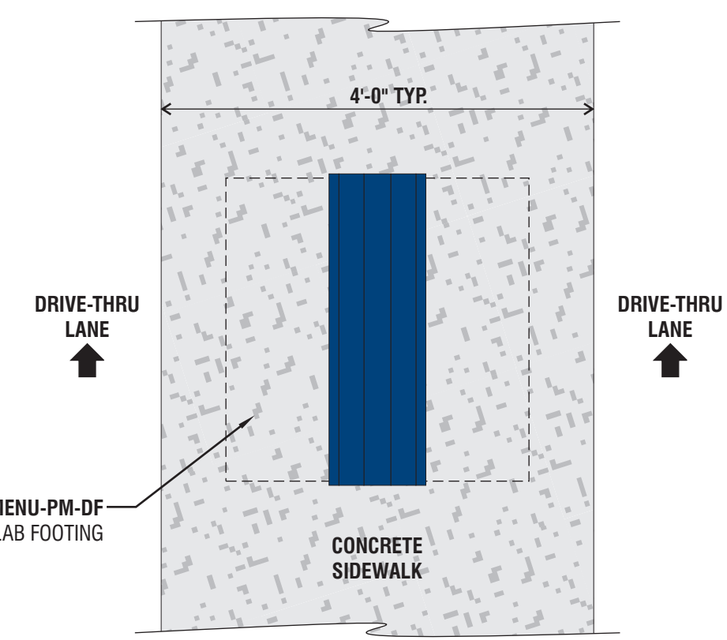


SIDE VIEW

FREESTANDING BACKLIT MENU SIGN
- ASSEMBLE POST & MENU
- FOOTING INSTALLED BY G.C.

POWDER COAT POST & CABINET TO MATCH DB CUSTOM DARK BLUE

INSTALLATION ORIENTATION DETAIL
NOT TO SCALE



COLOR CODE

- DIGITAL PRINT
- POWDER COATED DB CUSTOM DARK BLUE

FACTORY DRAWING

ENGINEERING DETAILS

SHOP DRAWING #:
34963H

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

DATE OF SHOP DRAWING:
9/21/22

SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	2 of 2

ES&A SIGN & AWNING
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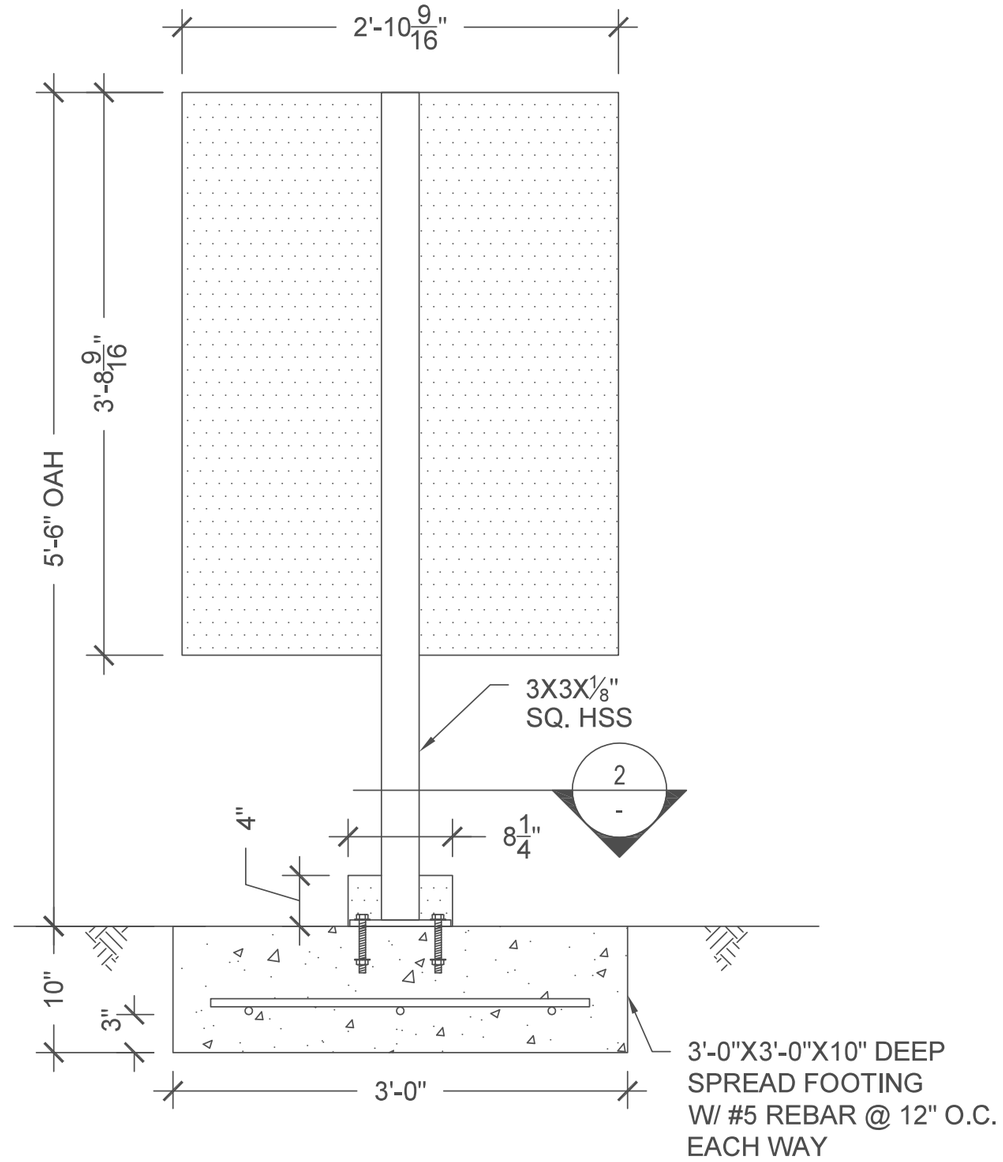
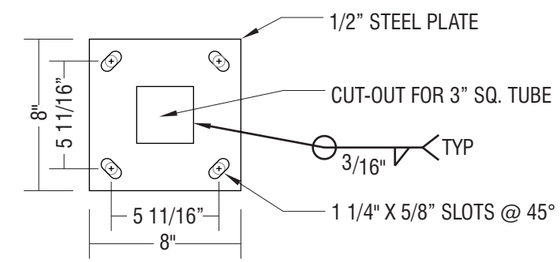


ELEVATION
SCALE: 1"=1'-0"



MOUNTING PLATE
SCALE: 1 1/2"=1'-0"

FACTORY DRAWING

SCOPE OF WORK: MANUFACTURE & INSTALL (1) D/F NON-ILLUMINATED 'DRIVE THRU' SIGN

LEVEL A FINISH

SHOP DRAWING #:
34963I

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

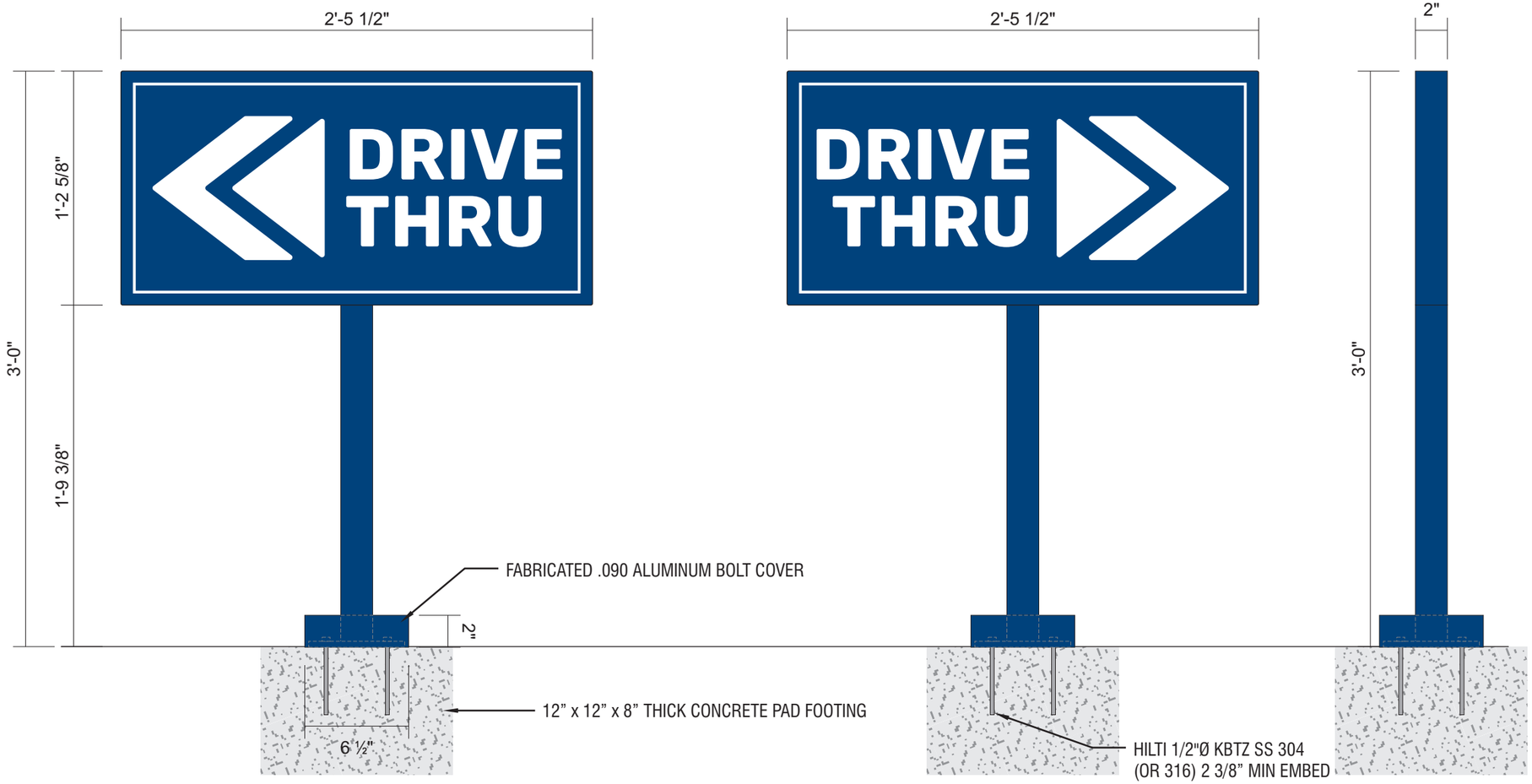
DATE OF SHOP DRAWING:
9/21/22

SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

LAYOUT
SCALE: 1 1/2"=1'-0"



SIDE VIEW

DIAMOND GRADE REFLECTIVE WHITE VINYL WITH DIGITALLY PRINTED BACKGROUND TO MATCH DB CUSTOM DARK BLUE
2" X 2" SQUARE TUBE ALUMINUM FRAME & POST WITH ALUMINUM FACES & 3/8" X 6" X 6" PLATE
FABRICATED .090 ALUMINUM BOLT COVER
PAINT PMS 541 C
INSTALL PLATE-MOUNT SIGN WITH HILTI KWIK BOLTS
PAD FOOTING INSTALLED BY GC

COLOR CODE

- DB CUSTOM DARK BLUE
- WHITE

FACTORY DRAWING

SCOPE OF WORK: MANUFACTURE & INSTALL (1) D/F NON-ILLUMINATED DIRECTIONAL SIGN

LEVEL A FINISH

SHOP DRAWING #:
34963J

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

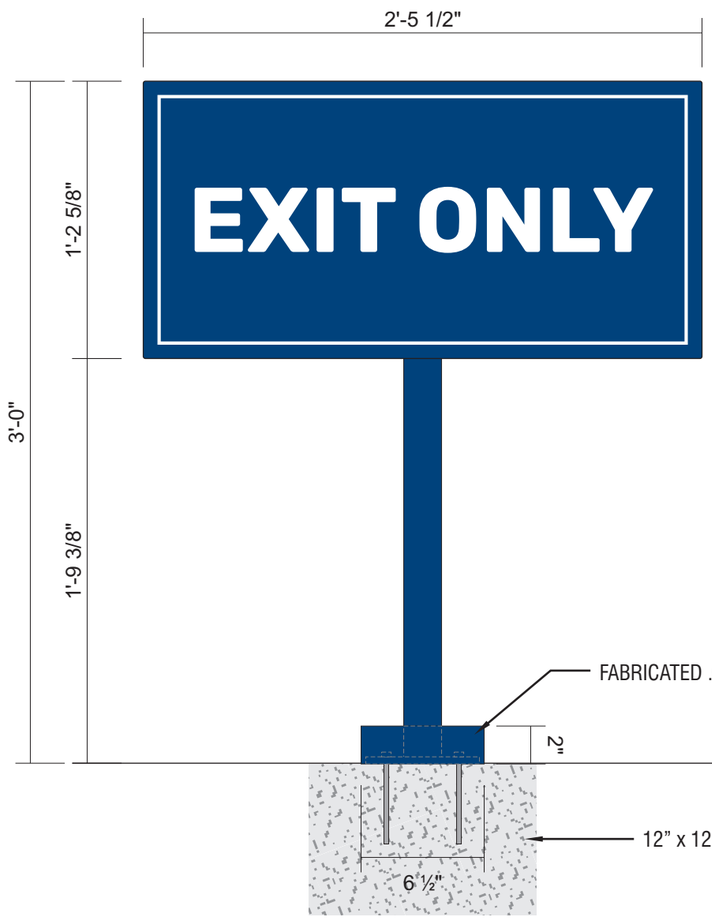
DATE OF SHOP DRAWING:
9/21/22

SHOP REVISIONS:

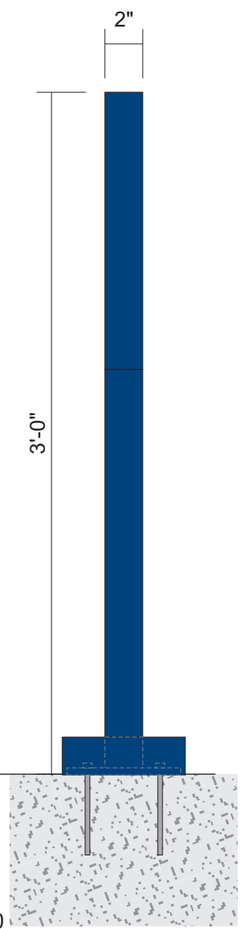
SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

LAYOUT
SCALE: 1 1/2"=1'-0"



SIDE VIEW



DIAMOND GRADE REFLECTIVE WHITE VINYL WITH DIGITALLY PRINTED BACKGROUND TO MATCH DB CUSTOM DARK BLUE
2" X 2" SQUARE TUBE ALUMINUM FRAME & POST WITH ALUMINUM FACES & 3/8" X 6" X 6" PLATE
FABRICATED .090 ALUMINUM BOLT COVER
PAINT PMS 541 C
INSTALL PLATE-MOUNT SIGN WITH HILTI KWIK BOLTS
PAD FOOTING INSTALLED BY GC

COLOR CODE

- DB CUSTOM DARK BLUE
- WHITE

FACTORY DRAWING

SCOPE OF WORK: MANUFACTURE & INSTALL (1) S/F POST MOUNTED DOUBLE ARM CLEARANCE BAR WITH PIVOTING ARMS

LEVEL A FINISH

SHOP DRAWING #:
34963K

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

DATE OF SHOP DRAWING:
9/21/22

SHOP REVISIONS:
10.28.22 INCREASED FOOTING BY 5'.

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 2

ES&A SIGN & AWNING
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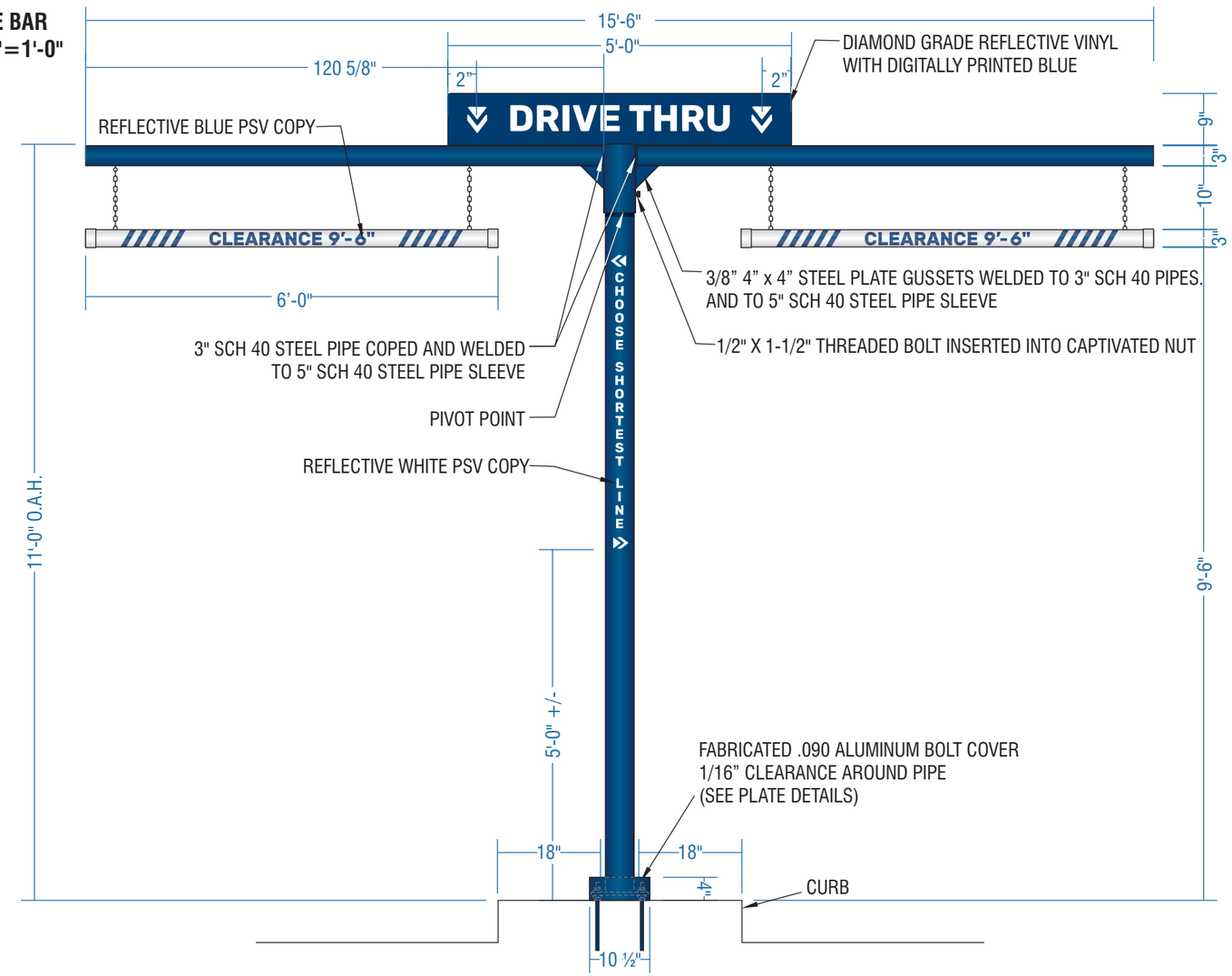
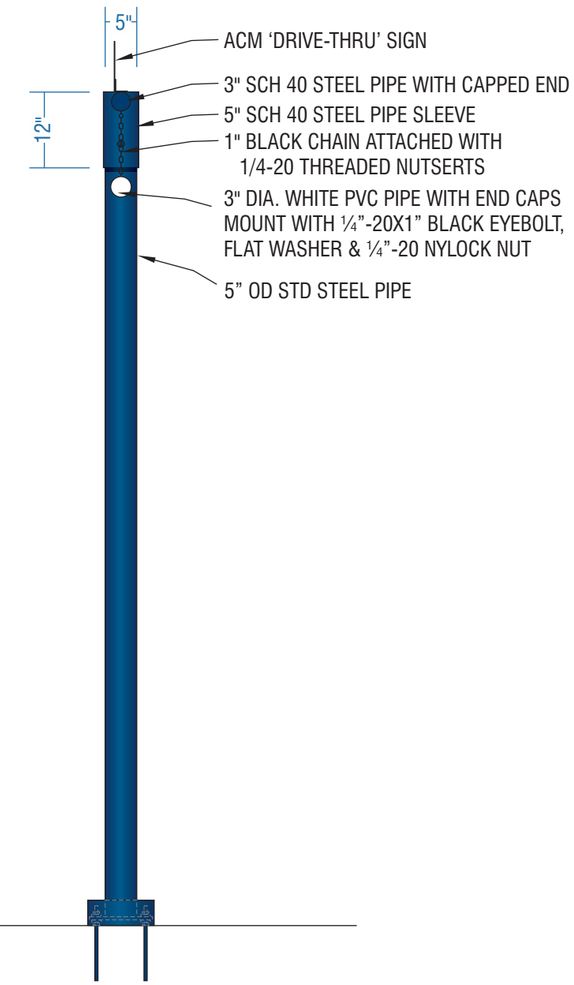
P 541.485.5546 | F 541.485.5813

CLEARANCE BAR
SCALE: 1/2"=1'-0"



SIDE VIEW



STEEL POLE SUPPORT STRUCTURE WITH FABRICATED .090 ALUMINUM BOLT COVER. PAINT DB CUSTOM DARK BLUE.
REFLECTIVE WHITE PSV COPY APPLIED TO VERTICAL POLE.
3" DIA. WHITE PVC CLEARANCE BAR WITH END CAPS AND 280-75 REFLECTIVE BLUE PSV TEXT & STRIPES.
HANG WITH BLACK CHAIN SECURED TO BOTTOM OF POLE STRUCTURE.
INCLUDE ONE SHEET REFLECTIVE VINYL NUMBERS MASKED FOR FIELD INSTALLATION.
CLEARANCE NUMBERS TO BE FIELD MEASURED AND APPLIED. MEASURE FROM ASPHALT TO BOTTOM OF OVERHANG MINUS 6".
ACM 'DRIVE-THRU' SIGN WITH DIAMOND GRADE REFLECTIVE VINYL WITH DIGITALLY PRINTED BLUE.
DIAMOND GRADE REFLECTIVE WHITE VINYL WITH DIGITALLY PRINTED PMS 541 C BLUE BACKGROUND.
INSTALL STEEL POLE PLATE-MOUNTED WITH LEVELING NUTS ONTO G.C. PROVIDED FOOTING.

COLOR CODE

- WHITE
- 280-75 REFLECTIVE BLUE PSV
- DB CUSTOM DARK BLUE

FACTORY DRAWING

SHOP DRAWING #:
34963K

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

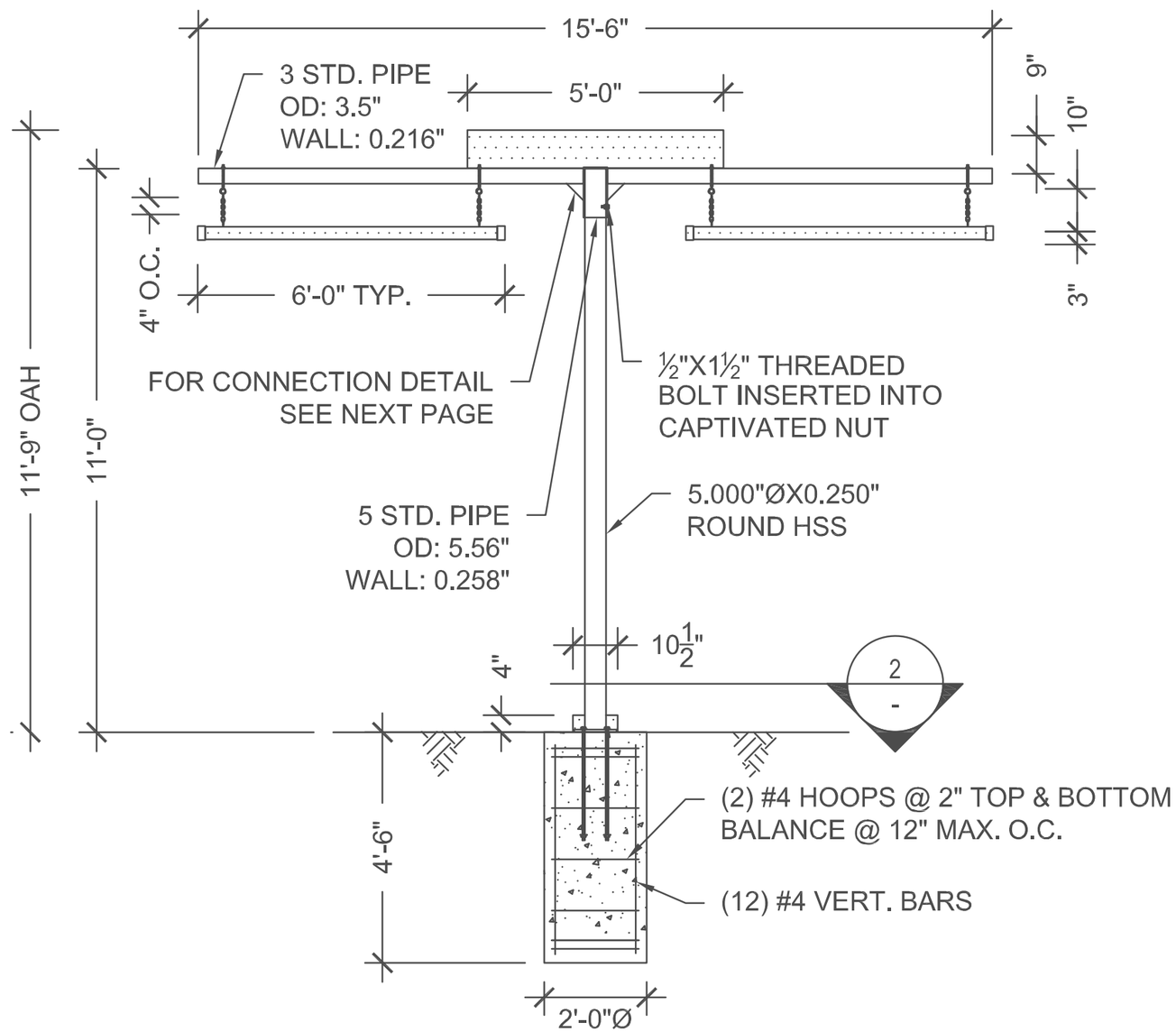
DATE OF SHOP DRAWING:
9/21/22

SHOP REVISIONS:
10.28.22 INCREASED FOOTING BY 5'.

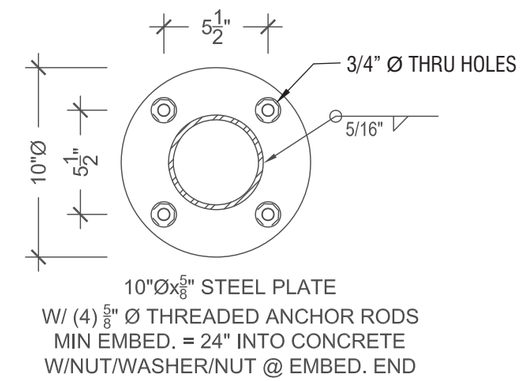
SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	2 of 2

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

ENGINEERING DETAILS



ELEVATION
SCALE: 3/8"=1'-0"



BASE PLATE
SCALE: 1 1/2"=1'-0"

FACTORY DRAWING

SCOPE OF WORK: MANUFACTURE & INSTALL (1) SET OF BUILDING ADDRESS NUMBERS

LEVEL A FINISH

SHOP DRAWING #:
34963L

CLIENT:
DUTCH BROS - CA0604
TRINITY & SCOTT CREEK
STOCKTON, CA 95219

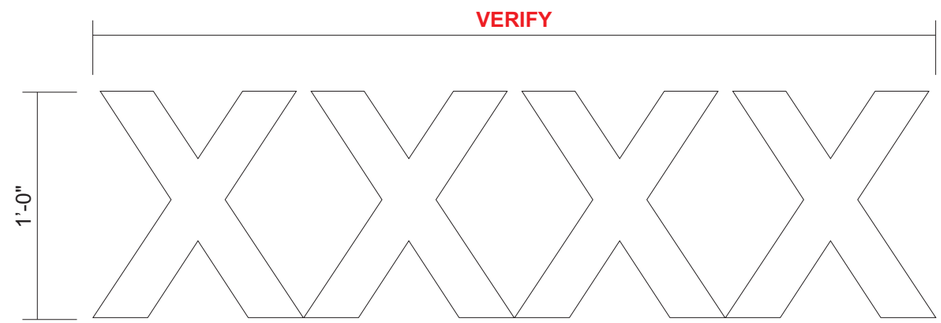
DATE OF SHOP DRAWING:
9/21/22

SHOP REVISIONS:

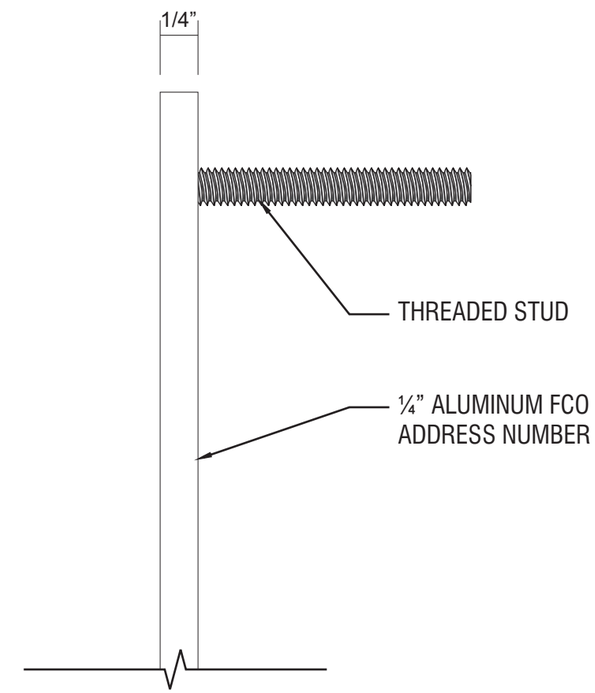
SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

BUILDING ADDRESS
SCALE: 1 1/2"=1'-0"



SIDE DETAIL
FULL SCALE

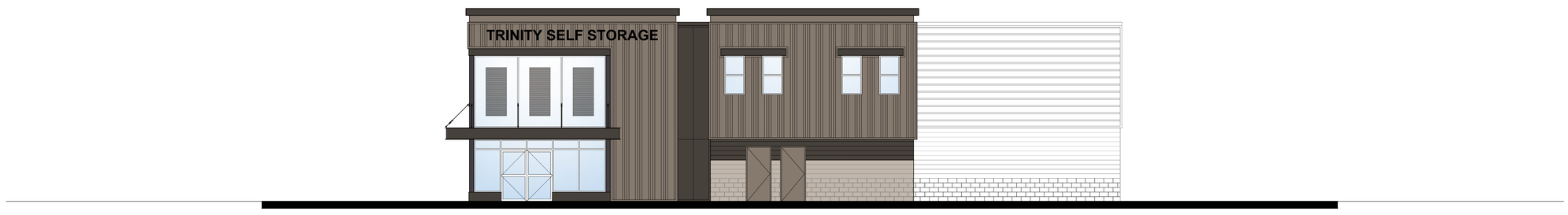


ADDRESS NUMBERS:
FONT: ARIAL BOLD
MATERIAL: ¼" THICK ALUMINUM
COLOR: PAINTED SATIN WHITE
INSTALLATION: STUD MOUNTED FLUSH TO BUILDING

COLOR CODE

SATIN WHITE PAINT

BLDG. A - EAST ELEVATION 1
1/8"=1'-0"



BLDG. A - NORTH ELEVATION 2
1/8"=1'-0"

10623 TRINITY PARKWAY

TRINITY SELF STORAGE

STOCKTON, CA

SCHEME D

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JOB NUMBER: 22-903
SCALE: 1/8" = 1'
DATE: 04/21/2023

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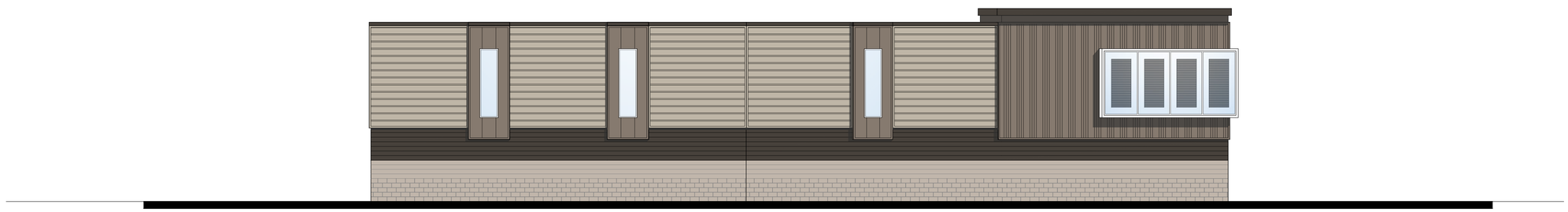
ARCHITECTS
131 CALLE IGLESIA, SUITE 100
SAN CLEMENTE, CA 92672
949.388.8090

BLDG. A - WEST ELEVATION 3
1/8"=1'-0"



BLDG. A - SOUTH ELEVATION 4
1/8"=1'-0"

10623 TRINITY PARKWAY

TRINITY SELF STORAGE

STOCKTON, CA

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JOB NUMBER: 22-903
SCALE: 1/8" = 1'
DATE: 04/21/2023

JORDAN ARCHITECTS
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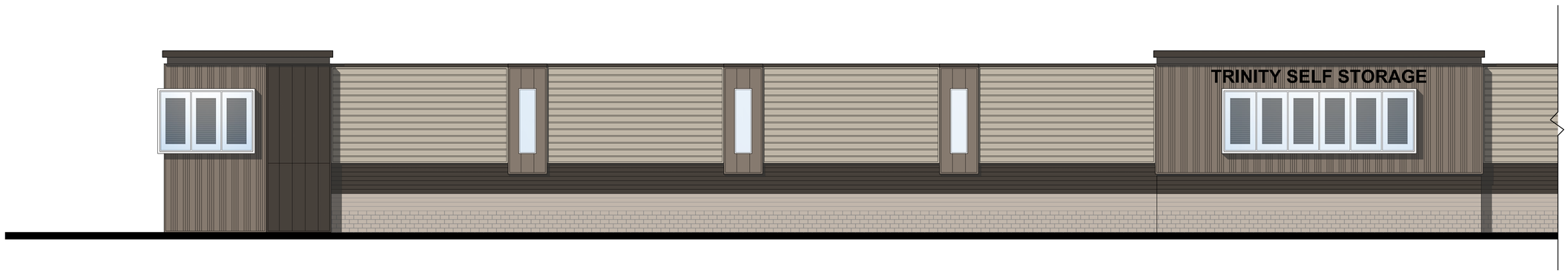
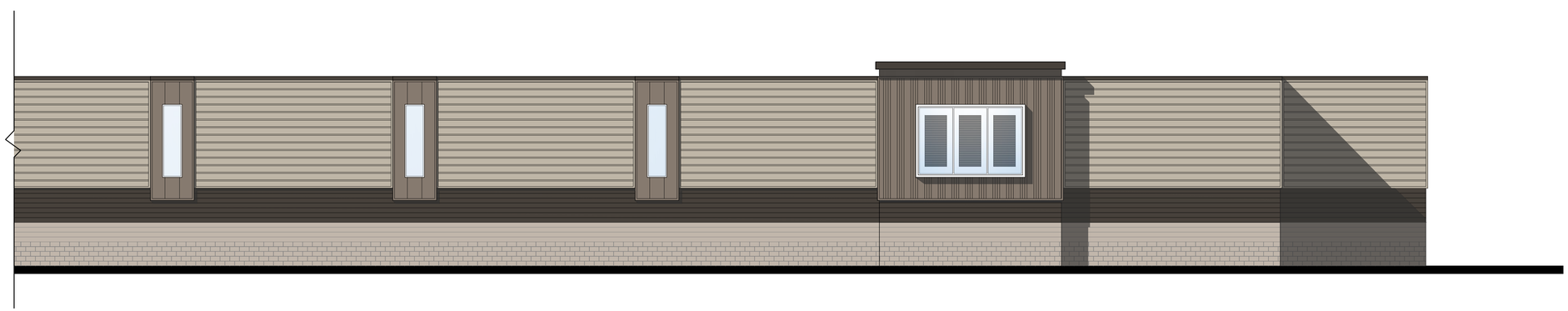
949.388.8090

BLDG. B - EAST ELEVATION - OVERALL (5)
N/A



BLDG. B - EAST ELEVATION - PARTIAL (6)
1/8"=1'-0"



BLDG. B - EAST ELEVATION - PARTIAL (7)
1/8"=1'-0"

10623 TRINITY PARKWAY

TRINITY SELF STORAGE

STOCKTON, CA

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JOB NUMBER: 22-903
SCALE: AS NOTED
DATE: 04/21/2023

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131 CALLE IGLESIA, SUITE 100
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BLDG. B - NORTH ELEVATION 8
1/8"=1'-0"

BLDG. B - SOUTH ELEVATION 9
1/8"=1'-0"

10623 TRINITY PARKWAY

TRINITY SELF STORAGE

STOCKTON, CA

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JOB NUMBER: 22-903
SCALE: 1/8" = 1'-0"
DATE: 04/21/2023

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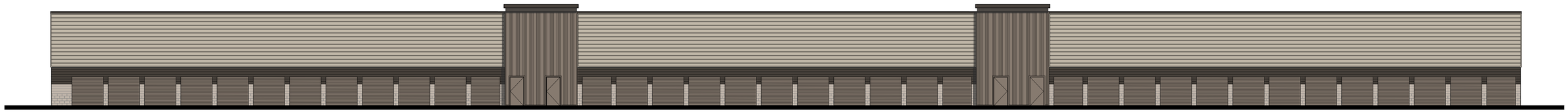
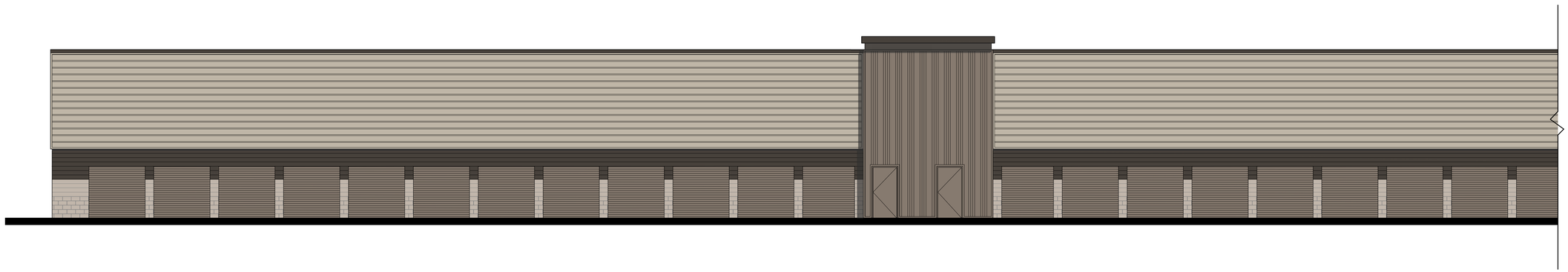
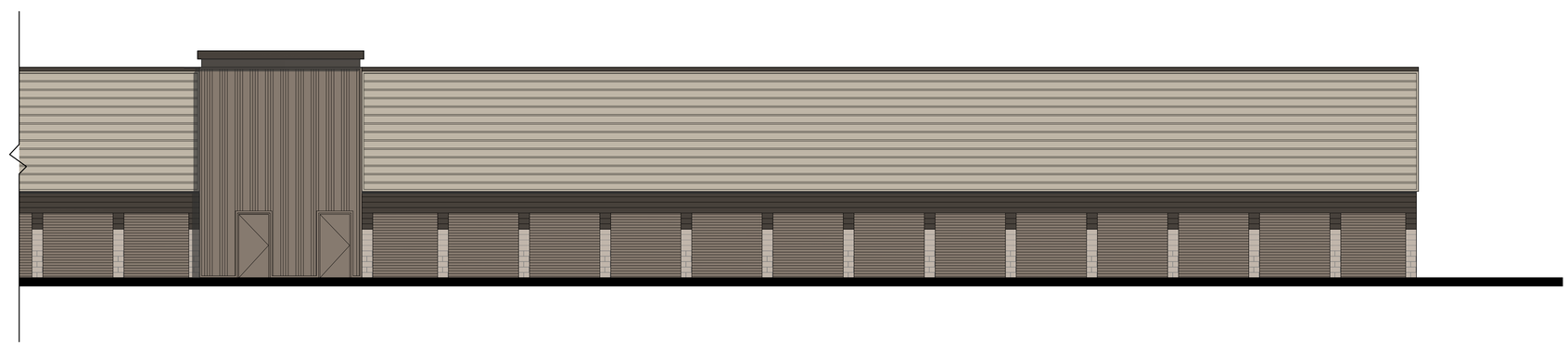


BLDG. B - WEST ELEVATION - OVERALL (10)
N/A



BLDG. B - WEST ELEVATION - PARTIAL (11)
1/8"=1'-0"



BLDG. B - WEST ELEVATION - PARTIAL (12)
1/8"=1'-0"

10623 TRINITY PARKWAY

TRINITY SELF STORAGE

STOCKTON, CA

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JOB NUMBER: 22-903
SCALE: AS NOTED
DATE: 04/21/2023

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SAN CLEMENTE, CA 92672
949.388.8090

BLDG. C - EAST ELEVATION 13
1/8"=1'-0"

BLDG. C - NORTH ELEVATION 14
1/8"=1'-0"

10623 TRINITY PARKWAY

TRINITY SELF STORAGE

STOCKTON, CA

SCHEME D

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JOB NUMBER: 22-903
SCALE: 1/8" = 1'-0"
DATE: 04/21/2023

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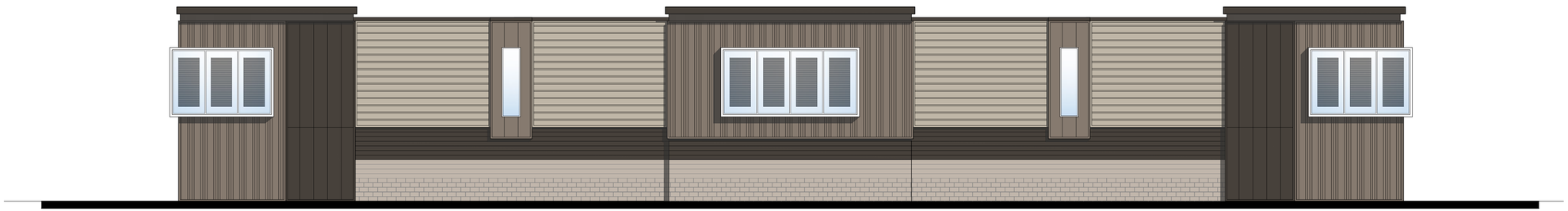
SAN CLEMENTE, CA 92672
949.388.8090



BLDG. C - WEST ELEVATION (15)
1/8"=1'-0"

BLDG. C - SOUTH ELEVATION (16)
1/8"=1'-0"

10623 TRINITY PARKWAY
TRINITY SELF STORAGE
STOCKTON, CA

SCHEME D
PRELIMINARY ELEVATIONS

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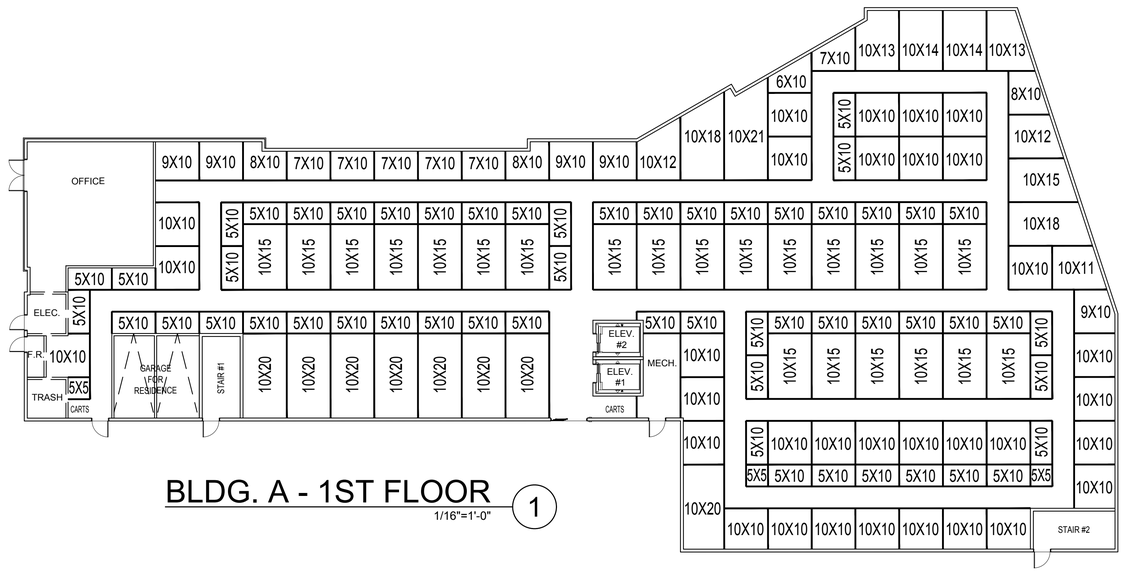
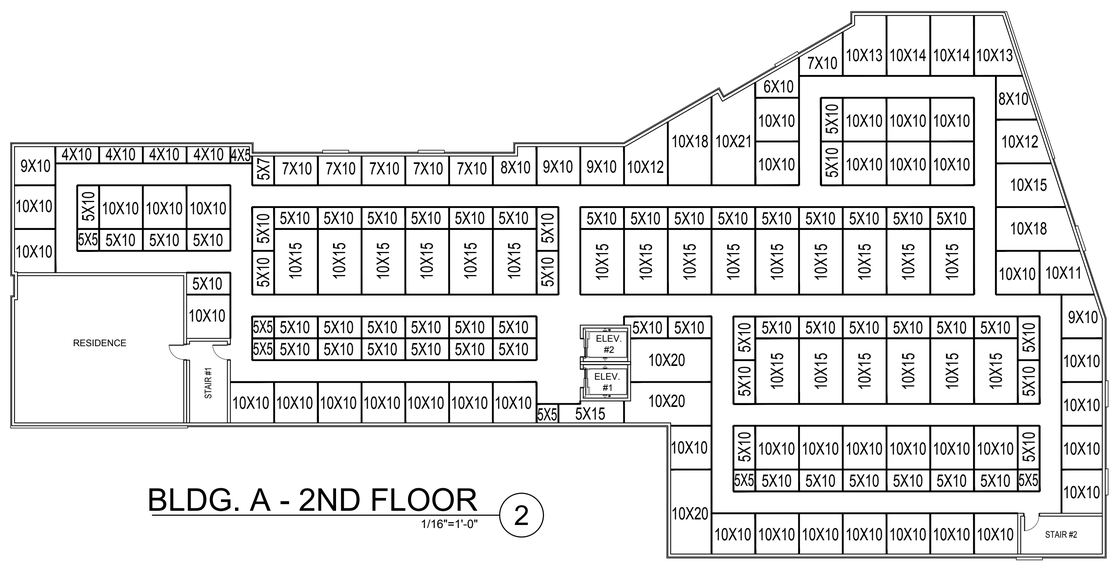
JOB NUMBER: 22-903
SCALE: 1/8' = 1'-0"
DATE: 04/21/2023

JORDAN ARCHITECTS
131 CALLE IGLESIA, SUITE 100
SAN CLEMENTE, CA 92672
949.388.8090



BLDG. A - 1ST FLOOR (1)
1/16"=1'-0"



BLDG. A - 2ND FLOOR (2)
1/16"=1'-0"

NORTH

10623 TRINITY PARKWAY
TRINITY SELF STORAGE
STOCKTON, CA

BUILDING A
PRELIMINARY FLOOR PLANS

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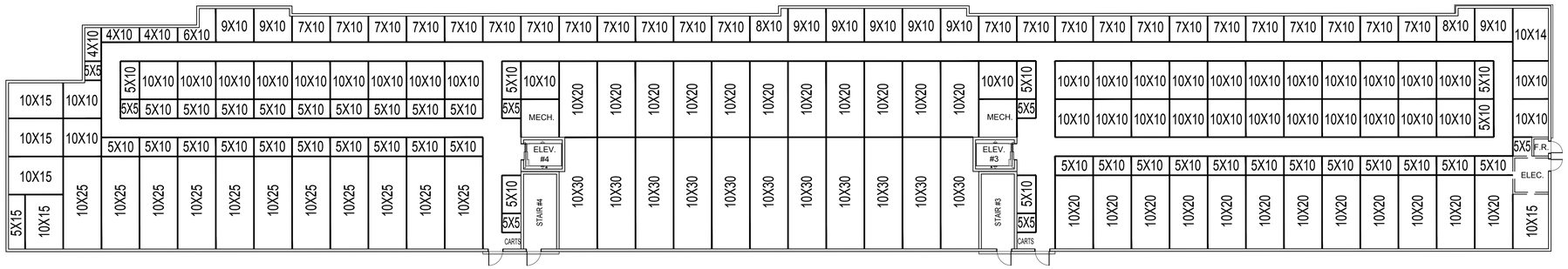
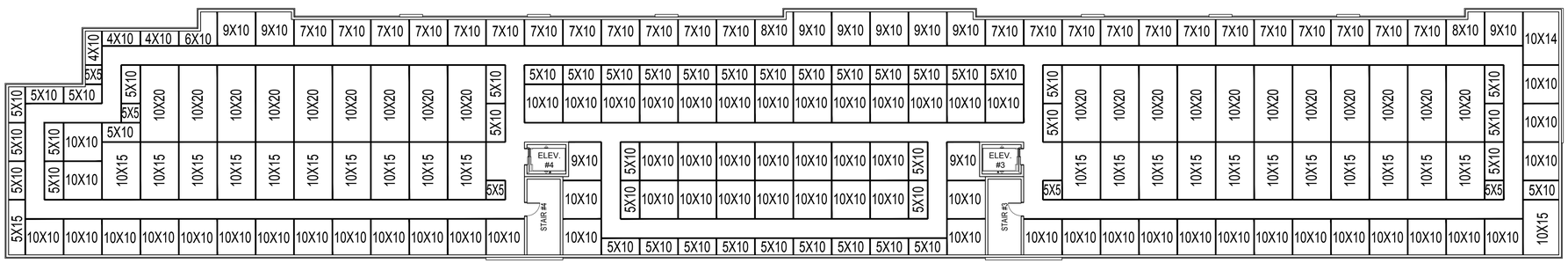
JOB NUMBER: 22-903
SCALE: 1/16"=1'-0"
DATE: 04/21/2023

JORDAN ARCHITECTS
131 CALLE IGLESIA, SUITE 100
SAN CLEMENTE, CA 92672
949.388.8090



BLDG. B - 1ST FLOOR (3)
1/16"=1'-0"



BLDG. B - 2ND FLOOR (4)
1/16"=1'-0"

NORTH

10623 TRINITY PARKWAY

TRINITY SELF STORAGE

STOCKTON, CA

BUILDING B

PRELIMINARY FLOOR PLANS

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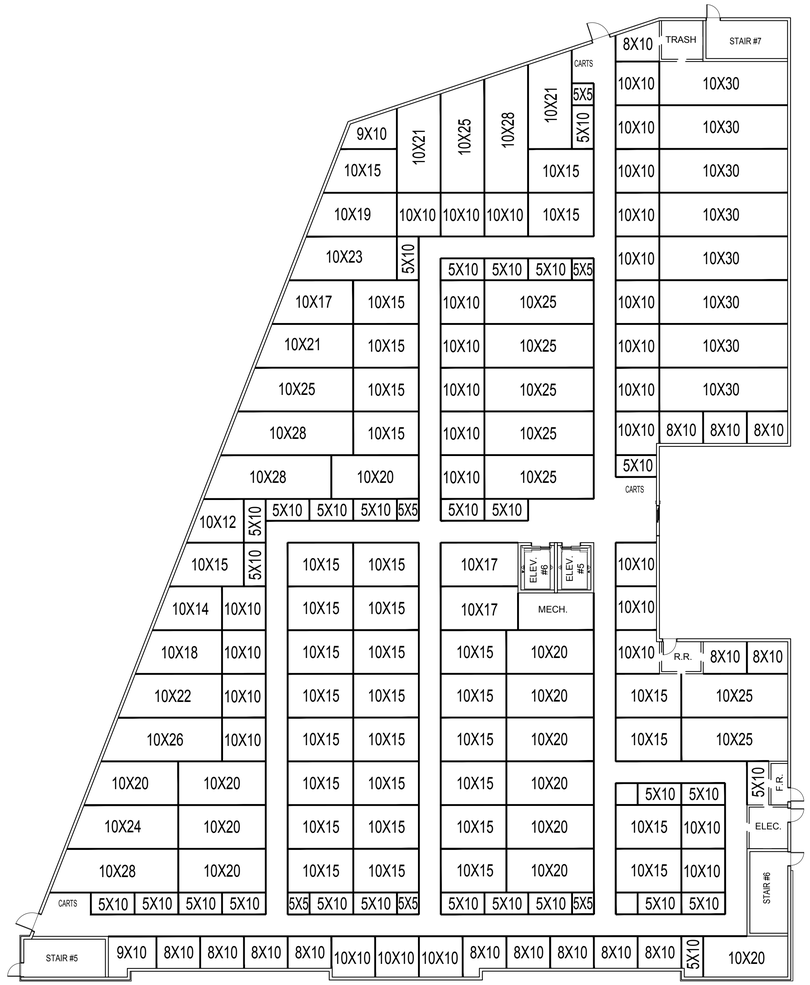
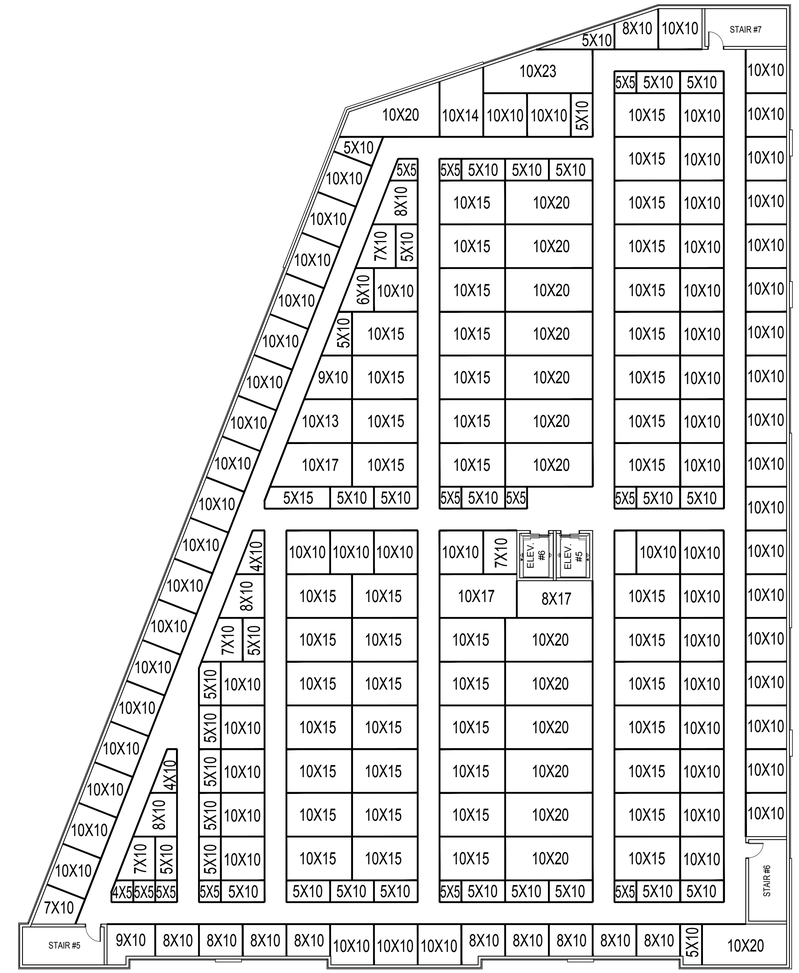
JOB NUMBER: 22-903
SCALE: 1/16"=1'-0"
DATE: 04/21/2023

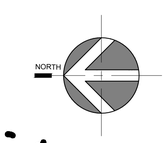
JORDAN ARCHITECTS
131 CALLE IGLESIA, SUITE 100
SAN CLEMENTE, CA 92672
949.388.8090



BLDG. C - 1ST FLOOR (5)
1/16"=1'-0"



BLDG. C - 2ND FLOOR (6)
1/16"=1'-0"



10623 TRINITY PARKWAY
TRINITY SELF STORAGE
STOCKTON, CA

BUILDING C
PRELIMINARY FLOOR PLANS

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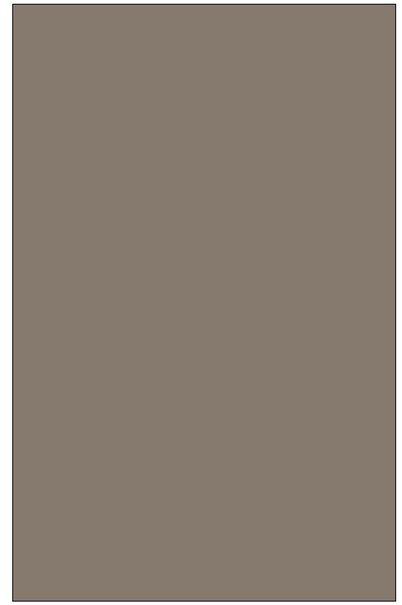
JOB NUMBER: 22-903
SCALE: 1/16"=1'-0"
DATE: 04/21/2023

JORDAN ARCHITECTS
131 CALLE IGLESIA, SUITE 100
SAN CLEMENTE, CA 92672
949.388.8090

FLAT METAL PANEL
STEPPED METAL PANEL (VERTICAL)
COLOR: ANTIQUE BRONZE

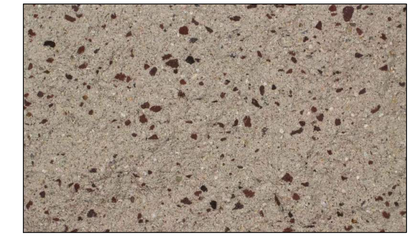
STEPPED METAL PANEL (HORIZONTAL)
COLOR: SANDSTONE

FLAT METAL PANEL
METAL CORNICE / METAL TRIM
COLOR: SPARTAN BRONZE



FAUX STORAGE DOOR
ROLL UP STORAGE DOOR
COLOR: ANTIQUE BRONZE

C.M.U.
PRECISION / MEDIUM WEIGHT
COLOR: SPARTAN BRONZE



C.M.U.
SPLIT FACE / MEDIUM WEIGHT
COLOR: EARTH TONE GRAY

C.M.U.
PRECISION / MEDIUM WEIGHT
COLOR: EARTH TONE GRAY

10623 TRINITY PARKWAY
TRINITY SELF STORAGE
STOCKTON, CA

COLOR MATERIAL BOARD

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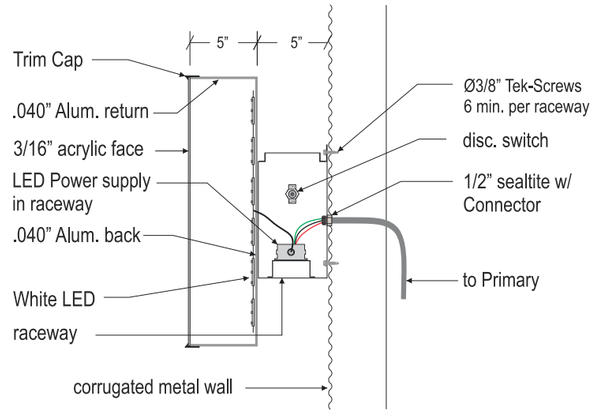
JOB NUMBER: 22-903
SCALE: N.T.S.
DATE: 04/21/2023

JORDAN
ARCHITECTS
131 CALLE IGLESIA, SUITE 100
SAN CLEMENTE, CA 92672
949.388.8090

Sign-A



Sectional View: Exposed Raceway
N.T.S.

SIGN-A: LED ILLUMINATED PCL ON RACEWAY
Scale: 3/16" = 1'-0"

5" black alum. returns w/ 1" black trim caps.
3/16" white acrylic faces w/ black outlines
white LED illumination.
5" deep metal raceway painted to match wall.
(antique bronze)

FLAT METAL PANEL
STEPPED METAL PANEL (VERTICAL)
COLOR: ANTIQUE BRONZE

STEPPED METAL PANEL (HORIZONTAL)
COLOR: SANDSTONE

FLAT METAL PANEL
METAL CORNICE / METAL TRIM
COLOR: SPARTAN BRONZE

BUILDING-A: PARTIAL EAST ELEVATION - NORTH CORNER **Scale: 1/8" = 1'-0"**

1) This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. 2) The location of the disconnect switch after installation shall comply with the Srtical 600.6 (A)(1) of the National Electrical Code

FILE: trinity self storage - stockton

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Client Review Status

United Sign Systems requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision

CLIENT APPROVAL DATE

LANDLORD APPROVAL DATE

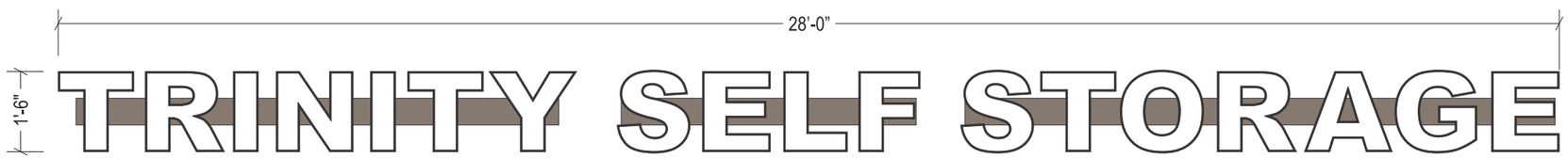
Revision	Date
1 updated elevations per request	11-30-22 IL
2 updated elevations per request	01-24-23 IL
3 updated elevations per request	04-14-23 IL

Project Information Date: 11-11-22 Job #00000 Page: 1

Client: Trinity Self Storage
Location: -
Address: 10623 Trinity Parkway
City/ST/Zip: Stockton, CA
Phone:
Fax:
Sales: Brian Campbell Designer: IL **Release By:** 00-00-00

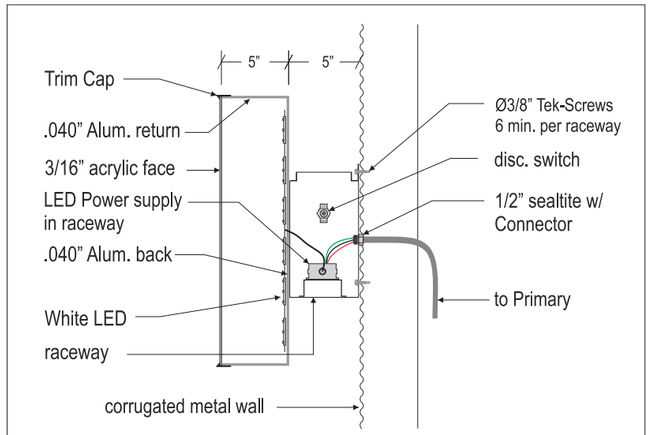
UNITED SIGN SYSTEMS
C.S.C.L. #718965
5201 Pentecost Drive Modesto, Calif. 95356
1-800-481-SIGN
Phone: 209-543-1320 Fax: 209-543-1326

Sign-B



SIGN-B: LED ILLUMINATED PCL ON RACEWAY
Scale: 3/8" = 1'-0"

5" black alum. returns w/ 1" black trim caps.
3/16" white acrylic faces w/ black outlines
white LED illumination.
5" deep metal raceway painted to match wall.
(antique bronze)



Sectional View: Exposed Raceway
N.T.S.

BUILDING-A: NORTH ELEVATION **Scale: 1/8" = 1'-0"**

1) This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. 2) The location of the disconnect switch after installation shall comply with the Srtical 600.6 (A)(1) of the National Electrical Code

FILE: trinity self storage - stockton

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Client Review Status

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CLIENT APPROVAL DATE

LANDLORD APPROVAL DATE

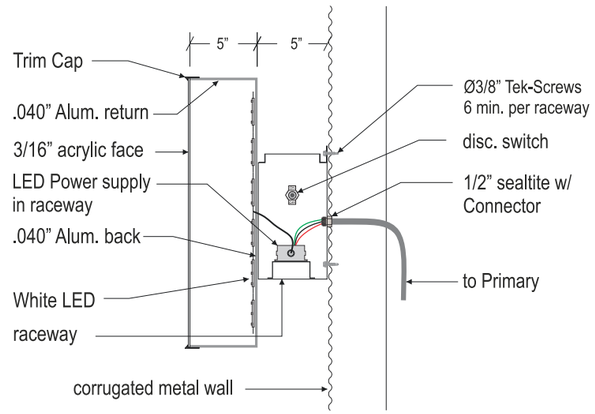
Revision	Date
1 updated elevations per request	11-30-22 IL
2 updated elevations per request	01-24-23 IL
3 updated elevations per request	04-14-23 IL

Project Information Date: 11-11-22 Job #00000 Page: 2

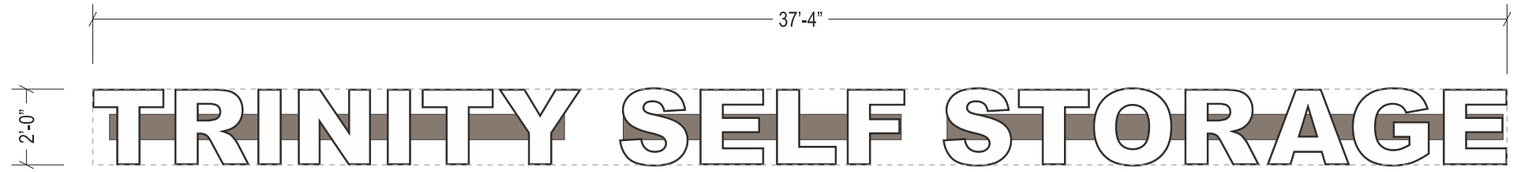
Client: Trinity Self Storage
Location: -
Address: 10623 Trinity Parkway
City/ST/Zip: Stockton, CA
Phone:
Fax:
Sales: Brian Campbell Designer: IL Release By: 00-00-00

UNITED SIGN SYSTEMS
C.S.C.L. #718965
5201 Pentecost Drive Modesto, Calif. 95356
1-800-481-SIGN
Phone: 209-543-1320 Fax: 209-543-1326

Sign-C

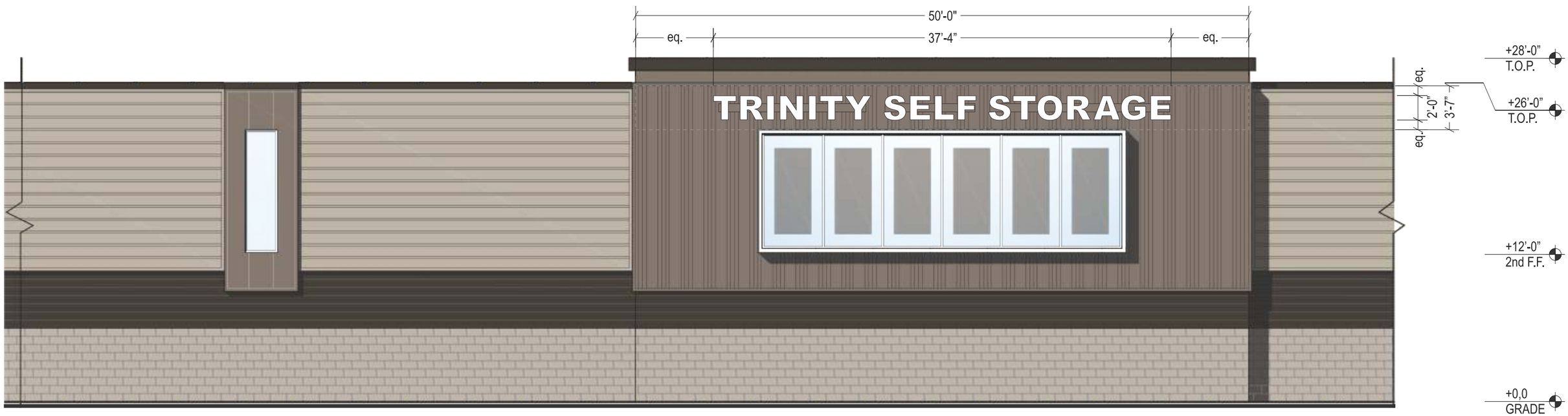


Sectional View: Exposed Raceway
N.T.S.



SIGN-C: **LED ILLUMINATED PCL ON RACEWAY**
Scale: 1/4" = 1'-0"

5" black alum. returns w/ 1" black trim caps.
3/16" white acrylic faces w/ black outlines
white LED illumination.
5" deep metal raceway painted to match wall.
(antique bronze)



BUILDING-B: PARTIAL EAT ELEVATION - MIDDLE **Scale: 1/8" = 1'-0"**

1) This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. 2) The location of the disconnect switch after installation shall comply with the Srtical 600.6 (A)(1) of the National Electrical Code

FILE: trinity self storage - stockton

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Client Review Status

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CLIENT APPROVAL DATE

LANDLORD APPROVAL DATE

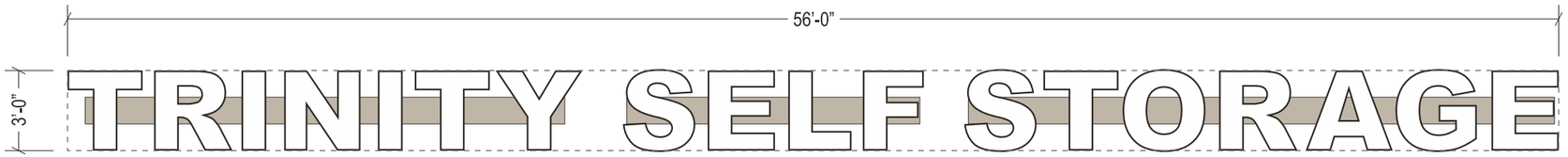
Revision	Date
1 updated elevations per request	11-30-22 IL
2 updated elevations per request	01-24-23 IL
3 updated elevations per request	04-14-23 IL

Project Information Date: 11-11-22 Job #00000 Page: 3

Client: Trinity Self Storage
Location: -
Address: 10623 Trinity Parkway
City/ST/Zip: Stockton, CA
Phone:
Fax:
Sales: Brian Campbell Designer: IL **Release By:** 00-00-00

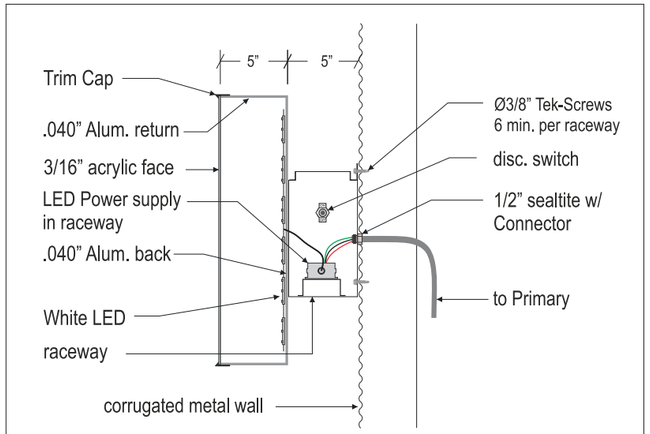
UNITED SIGN SYSTEMS
C.S.C.L. #718965
5201 Pentecost Drive Modesto, Calif. 95356
1-800-481-SIGN
Phone: 209-543-1320 Fax: 209-543-1326

Sign-D

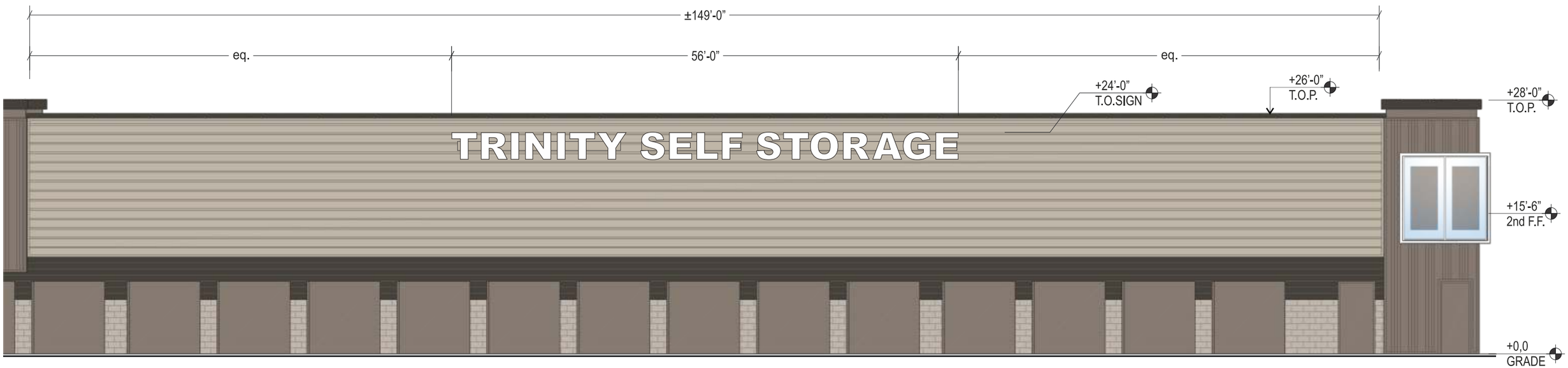


SIGN-D: LED ILLUMINATED PCL ON RACEWAY
Scale: 3/16" = 1'-0"

5" black alum. returns w/ 1" black trim caps.
3/16" white acrylic faces w/ black outlines
white LED illumination.
5" deep metal raceway painted to match wall.
(sandstone)



Sectional View: Exposed Raceway
N.T.S.



BUILDING-C: PARTIAL NORTH ELEVATION **Scale: 3/32" = 1'-0"**

1) This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. 2) The location of the disconnect switch after installation shall comply with the Srtical 600.6 (A)(1) of the National Electrical Code

FILE: trinity self storage - stockton | Client Review Status | Revision | Date | Project Information | Date: 11-11-22 | Job #00000 | Page: 4

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CLIENT APPROVAL DATE

LANDLORD APPROVAL DATE

Revision	Date
1 updated elevations per request	11-30-22 IL
2 updated elevations per request	01-24-23 IL
3 updated elevations per request	04-14-23 IL

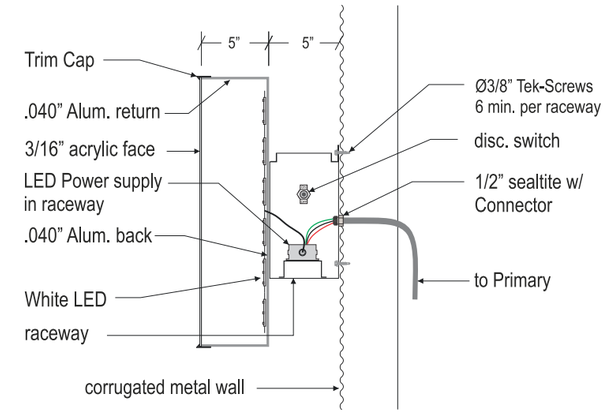
Client: Trinity Self Storage
Location: -
Address: 10623 Trinity Parkway
City/ST/Zip: Stockton, CA
Phone:
Fax:
Sales: Brian Campbell Designer: IL **Release By:** 00-00-00

UNITED SIGN SYSTEMS
C.S.C.L. #718965
5201 Pentecost Drive Modesto, Calif. 95356
1-800-481-SIGN
Phone: 209-543-1320 Fax: 209-543-1326

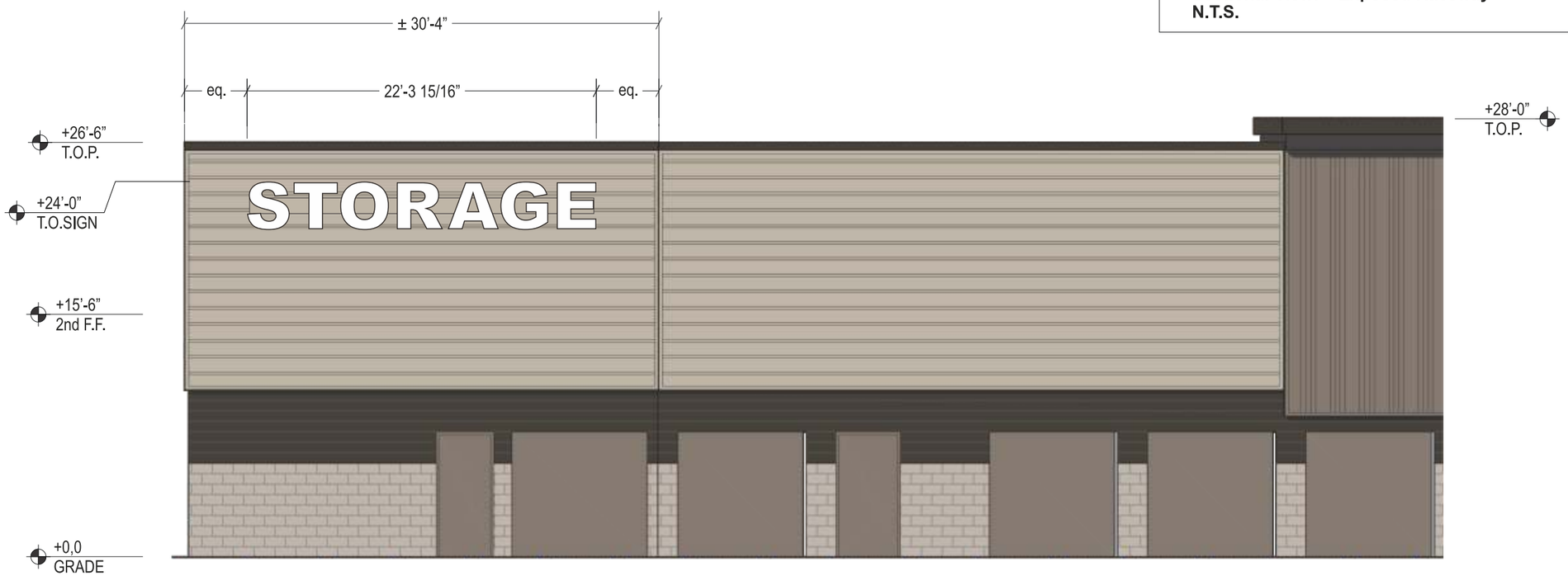
Sign-E

SIGN-E: **LED ILLUMINATED PCL ON RACEWAY**
Scale: 3/16" = 1'-0"

5" black alum. returns w/ 1" black trim caps.
3/16" white acrylic faces w/ black outlines
white LED illumination.
5" deep metal raceway painted to match wall.
(sandstone)



Sectional View: Exposed Raceway
N.T.S.



BUILDING-C: EAST ELEVATION **Scale: 1/8" = 1'-0"**

1) This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. 2) The location of the disconnect switch after installation shall comply with the Srtical 600.6 (A)(1) of the National Electrical Code

FILE: trinity self storage - stockton

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Client Review Status

United Sign Systems requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision

CLIENT APPROVAL **DATE**

LANDLORD APPROVAL **DATE**

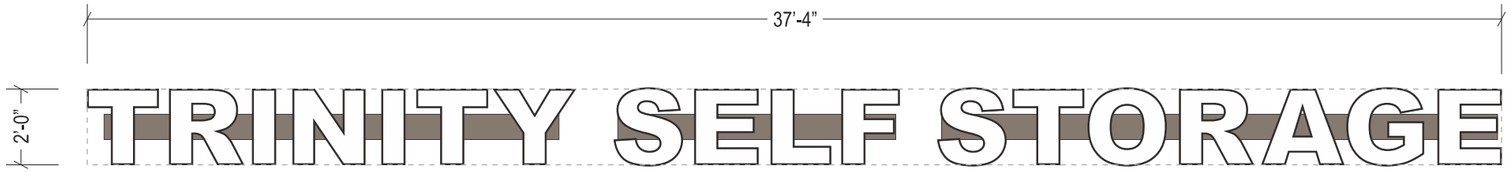
Revision	Date
1 updated elevations per request	11-30-22 IL
2 updated elevations per request	01-24-23 IL
3 updated elevations per request	04-14-23 IL

Project Information Date: 11-11-22 Job #00000 Page: 5

Client: Trinity Self Storage
Location: -
Address: 10623 Trinity Parkway
City/ST/Zip: Stockton, CA
Phone:
Fax:
Sales: Brian Campbell Designer: IL **Release By:** 00-00-00

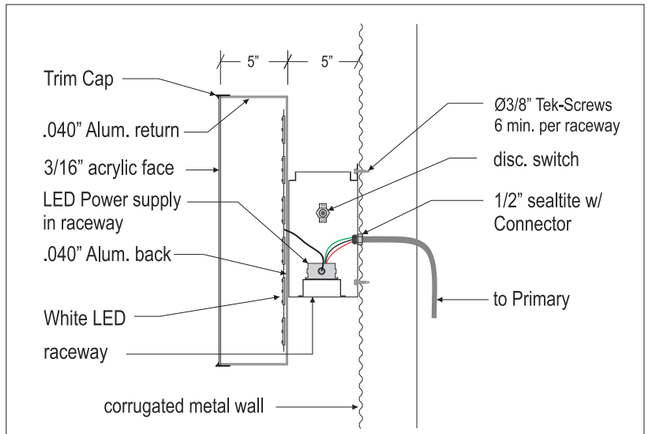
UNITED SIGN SYSTEMS
C.S.C.L. #718965
5201 Pentecost Drive Modesto, Calif. 95356
1-800-481-SIGN
Phone: 209-543-1320 Fax: 209-543-1326

Sign-F



SIGN-F: LED ILLUMINATED PCL ON RACEWAY
Scale: 1/4" = 1'-0"

5" black alum. returns w/ 1" black trim caps.
3/16" white acrylic faces w/ black outlines
white LED illumination.
5" deep metal raceway painted to match wall.
(antique bronze)



Sectional View: Exposed Raceway
N.T.S.

BUILDING-C: PARTIAL SOUTH ELEVATION - MIDDLE **Scale: 1/8" = 1'-0"**

1) This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. 2) The location of the disconnect switch after installation shall comply with the Srtical 600.6 (A)(1) of the National Electrical Code

FILE: trinity self storage - stockton

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Client Review Status

United Sign Systems requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision

CLIENT APPROVAL DATE

LANDLORD APPROVAL DATE

Revision	Date
1 updated elevations per request	11-30-22 IL
2 updated elevations per request	01-24-23 IL
3 updated elevations per request	04-14-23 IL

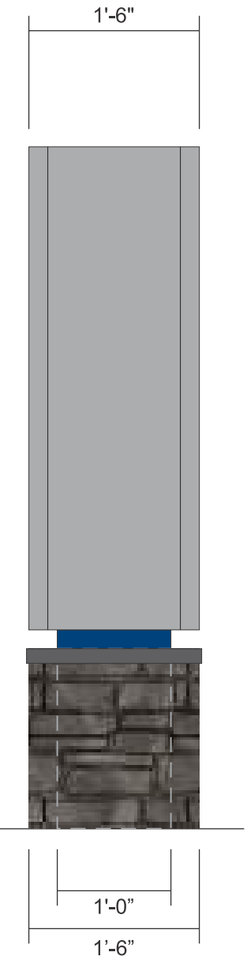
Project Information Date: 11-11-22 Job #00000 Page: 6

Client: Trinity Self Storage
Location: -
Address: 10623 Trinity Parkway
City/ST/Zip: Stockton, CA
Phone:
Fax:
Sales: Brian Campbell Designer: IL Release By: 00-00-00

UNITED SIGN SYSTEMS
C.S.C.L. #718965
5201 Pentecost Drive Modesto, Calif. 95356
1-800-481-SIGN
Phone: 209-543-1320 Fax: 209-543-1326

Sign-G

FRONT VIEW
SCALE: 3/4"=1'-0"



SIDE VIEW
SCALE: 3/4"=1'-0"

Reface existing d/f illuminated monument sign cabinet.

faces to be white lexan w/ 3630-69 Duranodic Bronze background w/ white show thru copy.

1) This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. 2) The location of the disconnect switch after installation shall comply with the Srtical 600.6 (A)(1) of the National Electrical Code

FILE: trinity self storage - stockton

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Project Information Date: 11-11-22 Job #00000 Page: 7

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City/ST/Zip: Stockton, CA
Phone:
Fax:
Sales: Brian Campbell Designer: IL **Release By:** 00-00-00

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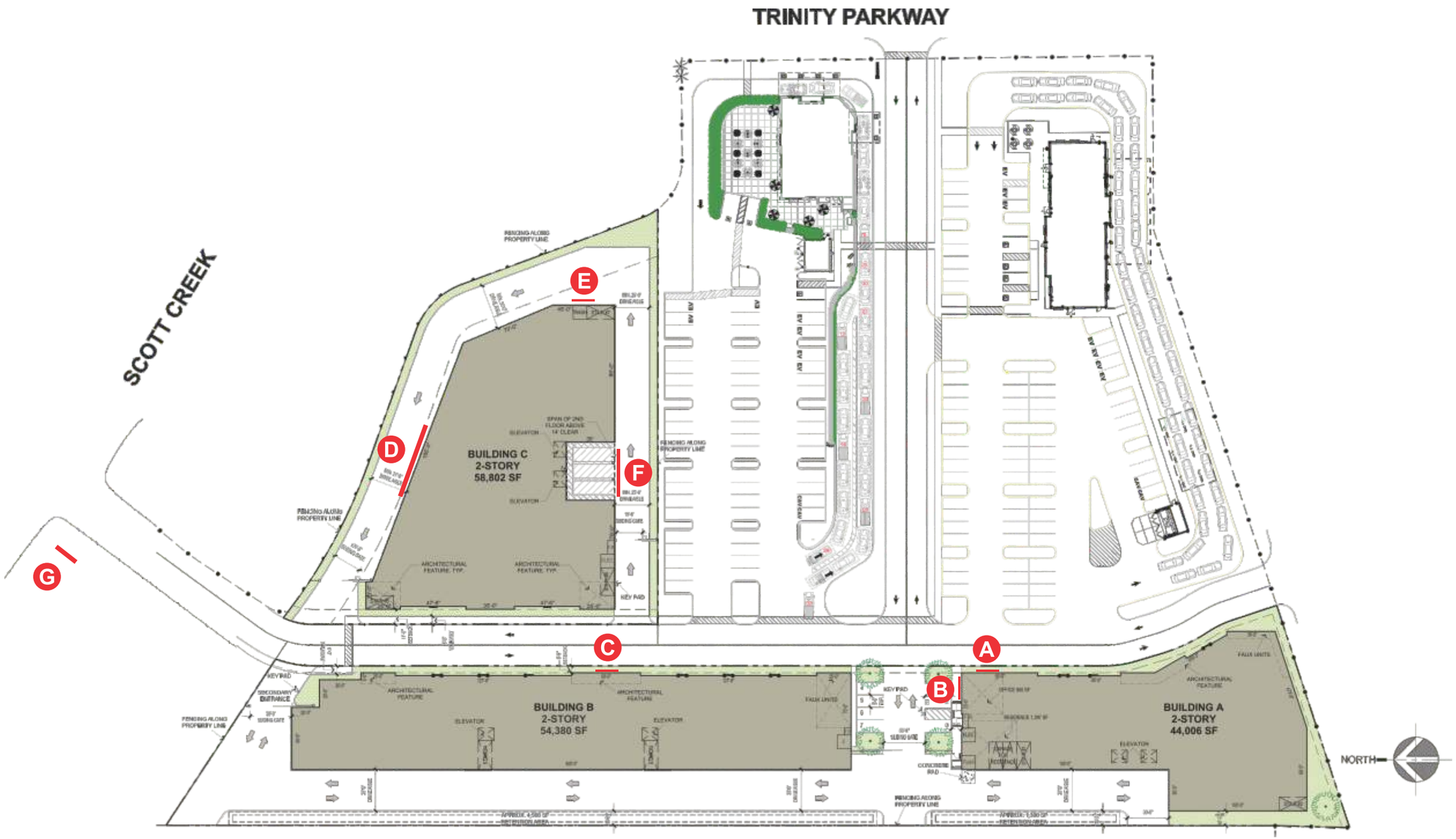
5201 Pentecost Drive Modesto, Calif. 95356
1-800-481-SIGN
Phone: 209-543-1320 Fax: 209-543-1326

Site Plan



SITE PLAN **N.T.S.**

10623 TRINITY PARKWAY, STOCKTON, CA

1) This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. 2) The location of the disconnect switch after installation shall comply with the Srtical 600.6 (A)(1) of the National Electrical Code

FILE: trinity self storage - stockton

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Project Information Date: 11-11-22 Job #00000 Page: 8

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APPEAL OF THE PLANNING COMMISSION'S APPROVAL OF A TENTATIVE MAP, AND DESIGN REVIEW TO ALLOW THE SUBDIVISION OF AN EXISTING PARCEL INTO FIVE LOTS FOR RETAIL AND SERVICE COMMERCIAL DEVELOPMENT AT 10505 TRINITY PARKWAY (P23-0266) (APN 066-020-04)

Agenda Item 16.2

City Council Meeting

June 4, 2024

Appeal Request

The appellant is requesting that the City Council overturn the Planning Commission's approval on the grounds that the project did not address environmental concerns, including but not limited to, traffic, air quality, and housing.

Project Timeline

Application Received
- October 2023

Planning Commission Approval
- 3/28/2024

Appeal Received
- 4/8/2-24

Appeal Public Hearing
- Tonight

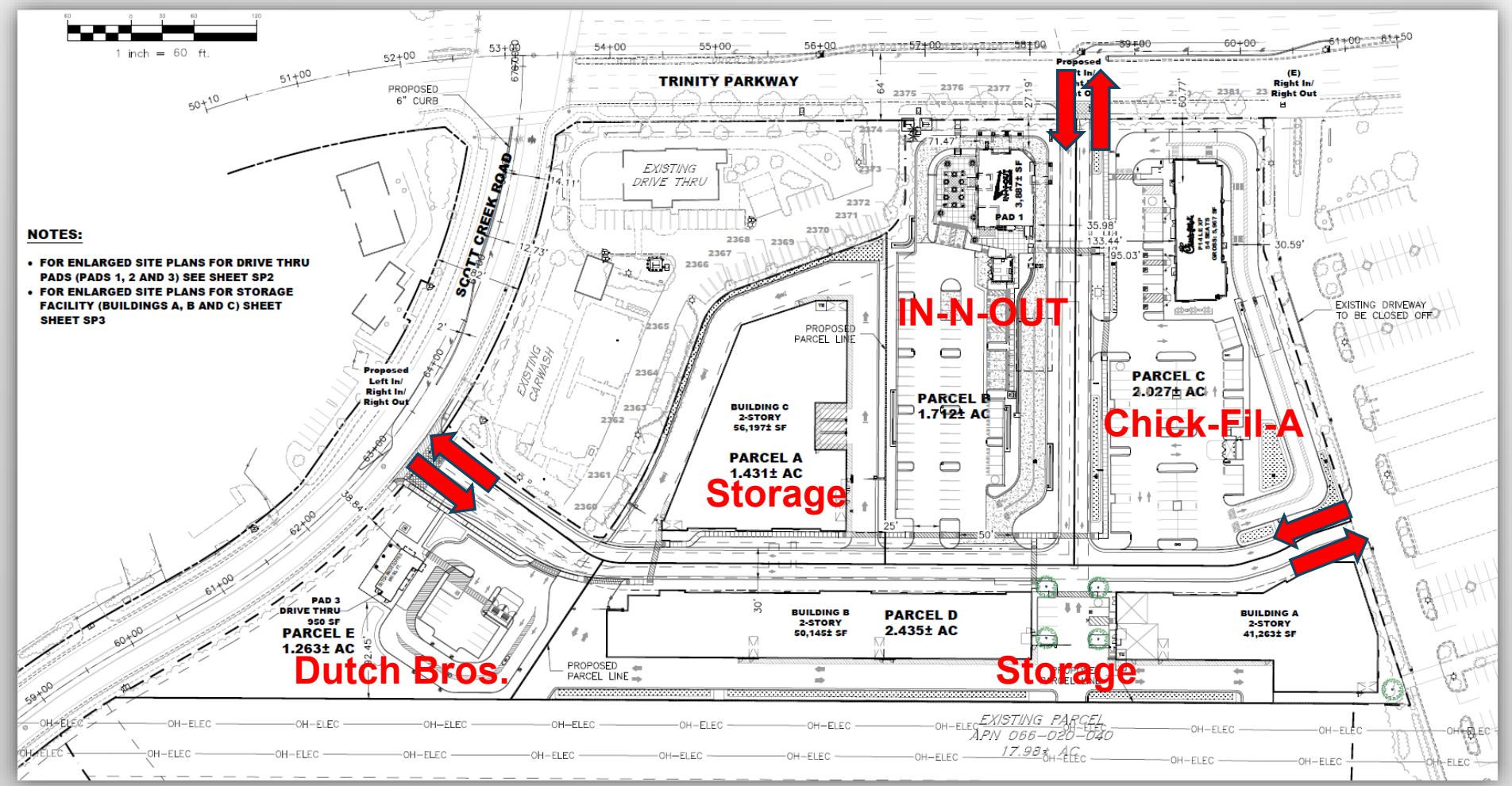
Background:
Project Application P23-0266

- The project being appealed consists of a Tentative Map, and Design Review to allow the subdivision of an existing parcel into five (5) lots for retail and service commercial development at 10505 Trinity Parkway (APN 066-020-04)
- The Project site is currently undeveloped and located at the southwest corner of Trinity Parkway and Scott Creek Drive

Location

Project Site
Scott Creek Dr
Loki Ln
Asbury Way
Cortina Ln
Pyramid Dr
Sunbird Way
Wishon Dr
Britton Ave
Hennessey Dr
Mokelumne Cir
Danube Way
Danube Ct
Hensham Dr
Albion Ln
Spaulding Ln
Beardsley Ln
Gladstone Dr
Reflection Ln
Noyo Ln
Trinity Pkwy
PARK WEST PLACE CENTER
West Side Fwy

Site Plan


1 inch = 60 ft.
TRINITY PARKWAY
SCOTT CREEK ROAD
PROPOSED 6" CURB
EXISTING DRIVE THRU
EXISTING CARWASH
NOTES:
• FOR ENLARGED SITE PLANS FOR DRIVE THRU PADS (PADS 1, 2 AND 3) SEE SHEET SP2
• FOR ENLARGED SITE PLANS FOR STORAGE FACILITY (BUILDINGS A, B AND C) SHEET SHEET SP3
Proposed Left In/ Right In/ Right Out
Proposed Right In/ Right Out
(E) Right In/ Right Out
PAD 1
IN-N-OUT
PROPOSED PARCEL LINE
BUILDING C 2-STORY 56,197± SF
PARCEL A 1.431± AC
Storage
PARCEL B 1.712± AC
PARCEL C 2.027± AC
Chick-Fil-A
EXISTING DRIVEWAY TO BE CLOSED OFF
PAD 3 DRIVE THRU 950 SF
PARCEL E 1.263± AC
Dutch Bros.
BUILDING B 2-STORY 50,145± SF
PARCEL D 2.435± AC
BUILDING A 2-STORY 41,263± SF
Storage
EXISTING PARCEL APN 066-020-040 17.98± AC

Tentative Map

Consistency with the General Plan

- The proposed map is consistent with the General Plan Designation of Mixed-Use

Consistency with Zoning

- Complies with the zoning ordinance standards

Infrastructure

- All necessary infrastructure (water, sewer, access, dedications, etc.) is available to serve the proposed use

Design Review

Consistency with adopted MDP

- The proposed map is consistent with the adopted Master Development Plan for the A.G. Spanos Business Park

Consistency with Citywide Design Guidelines

- Complies with the city's adopted Design Guidelines

Findings

- All findings can be made to support approval of the Design Review component of the Project.

Appeal Analysis

Evidence supporting the Appellant's position was not submitted with the received appeal. The three concerns listed were Traffic, Air Quality, and Housing.

- A traffic study fully addressing Project impacts and identifying improvements that improve adjoining streets and existing conditions was prepared
- Vehicular circulation has been considered and minimum Code standards are met and substantially exceeded
- Project site air quality and housing have been adequately analyzed via the Spanos Park West Environmental Impact Report (SCH #1987032415)
- The Project complies with the adopted MDP
- No further environmental review is required so long as the proposed development project or use is consistent with the Master Development Plan

Recommendation

It is recommended that City Council adopt a resolution to:

Deny the Appeal and uphold the Planning Commission's approval of a Tentative Map and Design Review, subject to conditions.

City of Stockton

Legislation Text

File #: 24-0492, **Version:** 1

HOLD PUBLIC HEARING TO APPROVE THE ANNUAL BUDGET AND ASSESSMENT ROLLS FOR THE 2024-25 HOLIDAY PARK MAINTENANCE DISTRICT

RECOMMENDATION

This scheduled noticed public hearing is being held to consider public comments and testimony regarding the Holiday Park Maintenance District 2024-25 proposed Assessment budget and the levy of assessments.

At the conclusion of the public hearing, if a majority protest does not exist, it is recommended that the City Council adopt a resolution to:

1. Override any and all public hearing protests.

2. Approve the Annual Budget for Holiday Park Budget for FY2024-25.

3. Confirm and approve the assessment of $46,598 for the Holiday Park Maintenance District for FY2024-25.

4. Authorize the City of Stockton Chief Financial Officer to assess those parcels within the assessment district.

5. Certify the assessments meet the requirements pertaining to the levy of annual assessments.

6. Approve a subsidy in the amount of $132,973, $1,911 from the General Fund (100-125) and $131,062 from the Strong Communities Fund (210-000) to continue operations and maintenance of the facility.

7. Authorize the City Manager to take appropriate actions to carry out the purpose and intent of the resolution.

Summary

The City of Stockton owns the Holiday Park swimming pool located at 5703 Kermit Lane. The facility had been operated and maintained through an agreement with the Holiday Park Recreation Association (“Association”) from the pool’s construction in 1969 until May 2019, when the pool’s operation and maintenance reverted to the city. The pool is now open to the public with residents of the maintenance district receiving a discounted fee to use the pool.

Annually, City staff submits a budget (Attachment A) for operations and maintenance to the City Council for approval. The City Council approved budget forms the basis of an assessment of parcels

within the maintenance district (Attachment B) related to the pool. Each year a public hearing is held, and the certified assessment is submitted to San Joaquin County based on County assessed property values.

In 1996, California voters passed Proposition 218, after which increases to the assessment were only allowed by a vote of the residents. Consequently, residents of the district have not favored any increase in the assessment to keep up with the cost of the pool maintenance and repair cost. The assessment rate has thus remained at $46,598 since 1996. The cost of operations has significantly increased over time and is higher than the annual assessment revenues.

From 2015 to 2017, the City Council approved a subsidy from the General Fund to keep the pool open to serve the community. Since 2017 the subsidy has been appropriated from the Strong Communities Fund, per City Council approval, on the condition that the Association would seek additional sources of funds and engage the district members to consider an election to raise the assessment. No additional funding sources were secured, and a survey of district members by the Association indicated there was no willingness to engage in the election process to increase the assessment.

In 2019, the agreement with the Association expired, and the pool was returned to the city. The 2019 assessment funds were used for significant repairs to the pool. In 2020, the city reopened the pool for the swim season, and assumed responsibility for pool operations. The 2021, 2022, and 2023 assessment funds were also used for repairs to the pool and opening of the swim season.

DISCUSSION

Background

On January 6, 1969, the City of Stockton completed the acquisition of two parcels located at 5703 Kermit Lane, Stockton, California on which the primary appurtenance was an aquatics facility, the Holiday Park swimming pool. The city accepted the Holiday Park Pool and adjacent parking lot as part of a parcel land transfer from the Holiday Park Recreation Association. On January 13, 1969, the City Council adopted Resolution 27450 creating the Holiday Park Maintenance District whereby the property lying within the district would be wholly assessed for the costs of maintaining, operating, and making necessary improvements, repairs, and upgrades to meet health and safety codes at the Holiday Park swimming pool.

There are 304 parcels assessed within Holiday Park Maintenance District. The assessment rate is established each year based on estimated expenditures and levied on parcels according to the County’s assessed valuation for each individual parcel within the district. In 1996, California voters passed Proposition 218, after which increases to assessments were only allowed by a vote of the residents. Votes to increase the assessments have failed to pass, thus the assessment has remained at $46,598 since 1996, an average cost of $153 per parcel. Of that assessment, San Joaquin County receives a fee of $700, and the City of Stockton Community Services Department receives $1,700 to administer the assessment. The remaining assessment, as needed, has been used by the Association for operations and maintenance, including all utilities, chemicals, supplies, repairs, staffing, professional services, and insurance.

From 1969 to 2019, the City contracted with the Association to maintain, operate, and make necessary improvements, repairs, and upgrades.

Due to financial hardships resulting from increasing costs and fixed assessment revenues, the pool was closed for the 2011, 2015 and 2019 swim seasons (approximately Memorial Day to Labor Day) because the assessment revenues were well below the expenses to repair, maintain, and operate the pool. Starting in 2015, the city began subsidizing the Association to keep the pool open while the Association board developed additional revenue sources.

In 2017, the Board requested an increased subsidy. City staff advised the Board the subsidy would not increase, and the Board agreed to poll the Association membership for a vote to increase the assessment or the pool could face closure due to deferred maintenance. City staff met with the Board and offered limited financial support for the budget shortfall, and the City Council approved a modest General Fund subsidy of $6,663. This was offered in part because City insurance requirements for pool operators had increased. Staff informed the Board that the subsidy would not continue to increase and explained the process and timeline for increasing the Assessment. The Board shared the requirements with the membership, and the city was notified that few residents in the Association were in support of increasing the assessment, even if it meant closing the pool.

In 2018, the City provided an additional $6,663 General Fund subsidy to assist with the shortfall while the Board worked to establish new revenue sources for pool operations. During the 2018 swim season, the pool facility was damaged by a hit and run driver, and the Community Services Department provided additional funds to assist with necessary health and safety repairs. Even with support from the city, the Board was unable to raise additional revenue to pay for a full season of operation and maintenance costs.

City Staff met with the Board president and treasurer on September 29, 2018, to discuss the future of the Association operating the pool. Staff held four formal meetings and regular telephone calls with the Board to find solutions to the operating deficits. On March 21, 2019, the Board informed the City that the Association did not have the ability to develop a financial plan, the support for increased assessments, and could no longer operate the pool for the 2019 season. Furthermore, the Association allowed the operations agreement to expire and did not seek renewal. Consequently, the City assumed responsibility for operating the pool, and on May 19, 2020, by way of Resolution 2020-05-19-1501 adopted the annual budget, confirming the Holiday Park Maintenance district assessment for fiscal year 2020-2021. It also authorized a subsidy of up to $12,902 from the Strong Communities Fund to supplement funding for pool operations. During the year, staff monitored operational expenditures, reviewed prior year actual expenditures, and in completing a full cost of operations estimate for the FY 2021-2022, found that additional operational costs were being absorbed by the city.

On May 25, 2021, Resolution No.2021-05-25-1601 was approved adopting the annual budget and $75,809.00 subsidy, confirming the Holiday Park Maintenance District Assessment for fiscal year 2021-2022.

On April 19, 2022, Resolution No. 2022-04-19-1601 was approved adopting the annual budget and $81,489 subsidy, confirming the Holiday Park Maintenance District Assessment for fiscal year 2022-2023, authorizing the City of Stockton Chief Financial Officer to assess parcels within the district, and authorizing the City Manager to take all appropriate actions to implement.

On May 23, 2023, Resolution No. 2023-05-23-1601 was approved adopting the annual budget and $116,735 subsidy, confirming the Holiday Park Maintenance District Assessment for fiscal year 2023-2024, authorizing the City of Stockton Chief Financial Officer to assess parcels within the district, and authorizing the City Manager to take all appropriate actions to implement.

Present Situation

A portion of pool operations are funded through an assessment that is subject to an annual public hearing and resolution presented to the City Council approving the assessment roll to San Joaquin County. The $46,598 assessment, unchanged since 1996, is not enough to cover all repair, maintenance, and operating costs. In 2021, the pool maintenance services contract with All Season Pool service ($34,500) was moved from Public Works budget to Community Services Aquatics Budget. In 2024, City Council approved to transition the management and operations of aquatic programming at City pools to the Community Service Department.

For the 2023 Aquatic season, the three City pools welcomed 16,164 visitors. Holiday Park pool was the most used pool with 6,753 users (41 percent). The current assessment of $46,598 funds approximately 24 percent of the cost to maintain and operate the pool for aquatic programming. The requested subsidy of $132,973.00 intended to cover the part time staff, increased utility, maintenance, security, and operations of the Holiday Park pool, will allow the city to continue operating the pool for the upcoming 2024 swim season, offering pool access for the Stockton community. Holiday Park pool is scheduled to open for this summer's swim season on June 4, 2024.

Public Notice

"A Notice of Intent to Hold a Public Hearing" has been published at least ten (10) days prior to City Council Action.

FINANCIAL SUMMARY

The Proposed Budget recommends that receipts from assessment continue to be collected in the Holiday Park Assessment Fund (Account 680-0000-239.10-00 [0000-000-210090-780-781-00-00-000-000-], a non-budgetary account).

Revenues from assessments cover the basic pool maintenance and landscape maintenance contract, but do not generate sufficient revenues for the remaining operational costs. The basic maintenance budget for Holiday Pool is included in the Recreation General Fund (5025-000-XXXXXX-100-125-000-000) and the remaining operational costs are funded by Strong Communities (5025-000-XXXXXX-210-000-000-000). The Proposed action will allow for the continued collection of assessments and for these revenues to be transferred to the Recreation Fund for all actual maintenance costs incurred. In addition, the recommendation will authorize a subsidy in the amount of $113,678, $10,443 from the General Fund (100-125) and $103,235 from the Strong Communities Fund (210-000) to offset costs of operations and maintenance more than the revenue received.

The table below provides operating expense details for Fiscal Years 2022-2023 through 2024-2025:

CATEGORY	FY 2022-23 ACTUALS	FY 2023-24 PROJECTED	FY 2024-25 PROPOSED BUDGET
PGE	$14,842	$16,960	$20,300
Water	11,810	8,000	6,400
Sewer	572	7,632	9,500
Telephone	0	0	400
Salaries & Benefits	0	38,512	79,355
Publicity	400	400	400
Maintenance & Repair	42,864	47,226	52,565
Permit	0	500	0
Operator Contract	52,129	23,125	0
Bay Alarm	1,680	1,680	1,680
Security	3,980	12,886	13,925
Janitorial	0	3,920	3,900
Plumbing	0	1,325	1,657
Fire Inspection	0	100	100
Pest Control	0	60	720
Equip & Supplies	0	5,000	3,080
Incidentals	226	0	0
TOTAL	$128,503	$167,326	$193,982

Attachment A - Holiday Park Annual Budget
Attachment B - Holiday Park Assessment District Map

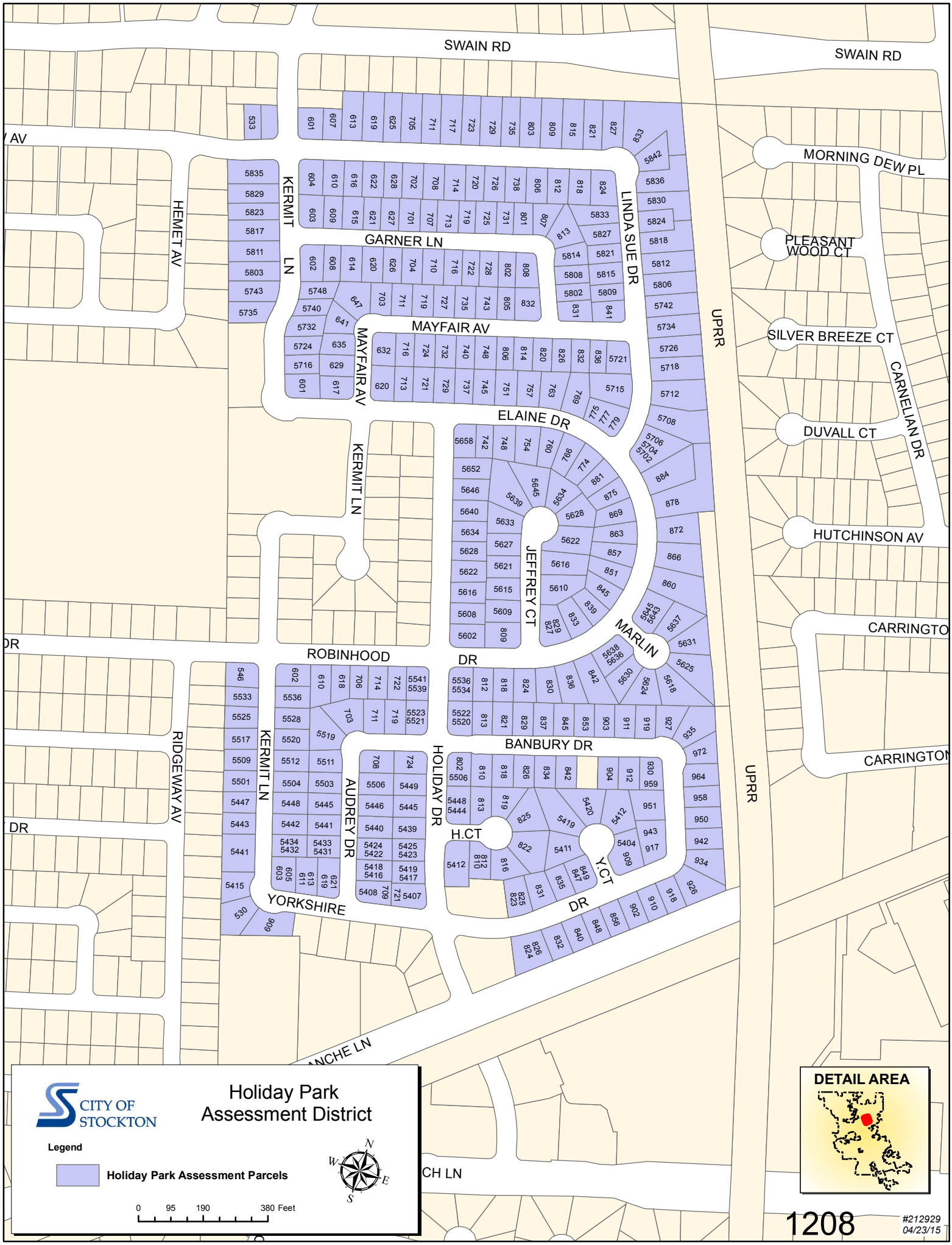
ATTACHMENT A

HOLIDAY PARK POOL RECREATION ASSOCIATION

ANNUAL BUDGET 2024-2025

INCOME				
		Assessments	$46,598.00	
		Revenue	$14,411.00	
TOTAL INCOME:				$61,009.00
EXPENSES				
A.	Salary and Benefits:			
		Part Time	$79,355.00	
				79,355.00
B.	Utilities:			
		PG&E	$20,300.00	
		Water	$6,400.00	
		Sewer	$9,500.00	
		Telephone	$400.00	
				$36,600.00
C.	Property Maintenance:			
		Publicity	$400.00	
		Maint.&Repair (Pool & Landscaping)	$52,565.00	
		Permit	$0.00	
		Bay Alarm	$1,680.00	
		Security	$13,925.00	
		Janitorial	$3,900.00	
		Fire	$100.00	
		Pest	$720.00	
		Plumbing	$1,657.00	
		Equipment & Supplies	$3,080.00	
				$78,027.00
TOTAL EXPENSES:				$193,982.00
(EXPENSES) OVER INCOME				($132,973.00)

ATTACHMENT B



1208

#212929
04/23/15

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING THE ANNUAL BUDGET, CONFIRMING THE HOLIDAY PARK MAINTENANCE DISTRICT ASSESSMENT FOR FISCAL YEAR 2024-2025, AUTHORIZING THE CITY OF STOCKTON CHIEF FINANCIAL OFFICER TO ASSESS PARCELS WITHIN THE DISTRICT, AND AUTHORIZING THE CITY MANAGER TO TAKE ALL APPROPRIATE ACTIONS TO IMPLEMENT

The City of Stockton (City) accepted the Holiday Park swimming pool as part of a parcel of land transfer recorded under San Joaquin County deed number 326-211, on January 6, 1969, from the Holiday Park Recreation Association; and

On November 25, 1968, the city adopted Resolution No. 27,384, and on January 13, 1969, the city adopted Resolution No. 27,450 creating the Holiday Park Maintenance District whereby the lands lying within the district would be wholly assessed for the costs and expenses of maintaining and operating the improvements described in the deeded acquisition; and

Since acquiring the Holiday Park pool in 1969, the City has contracted with the Holiday Park Recreation Association continuously for maintenance and operations of the facility. The most recently executed agreement expired on May 12, 2019, and the Association decided not to renew, returning operations and maintenance responsibilities to the City; and

City staff established a budget report for operation and maintenance costs as evidenced by the declaration on file with the City Clerk, whereupon the public hearing was duly and regularly held at the time and place stated in the notice; and

City utilized $46,598 (2023-2024) from the Holiday Park Maintenance District to bring Holiday Park swimming pool to City standards of operations (maintenance, water quality and overall pump efficiency); and

City staff have estimated that an additional $132,973 is needed to operate the pool for the 2024 summer season: and

A notice of the public hearing was duly and regularly published in The Record in the time, form, and manner required by law; and

The estimated cost of the benefits to be assessed to each parcel of real property within the Holiday Park Maintenance District will not change from the prior year; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Any and all protests made either to the Report, the proposed budget, or to the proposed levy of assessments and all persons desiring to be heard in relation to any of the matters, whether as protestants or otherwise, have been fully heard and considered, and any and all such protests or objections are hereby overruled.

2. The Annual Budget for Holiday Park Pool for the Fiscal Year 2024-2025 is approved.

3. The subsidy of $132,973, $1,911 from the General Fund (100-125) and $131,062 from the Strong Communities Fund (5025-000-210) is approved.

4. The assessments follow all laws pertaining to the levy of the annual assessment. (Stockton Improvement Procedure Code, section 3.76.810 *et seq*.). The purpose of the assessments is the maintenance and operation of the Holiday Park Swimming Pool facilities.

5. The assessments in the total amount of $46,598 are hereby approved, confirmed, and levied upon the parcels of real property within the Holiday Park Maintenance District.

6. The Chief Financial Officer or his designee is hereby directed to enter the assessments on the 2024-2025 tax roll for the parcels within the district as shown in the Report on file with the City Clerk.

7. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 4, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

HOLIDAY PARK MAINTENANCE DISTRICT 2024-25 ANNUAL ASSESSMENT

City Council Meeting
June 4, 2024 Agenda
Item 16.3

Holiday Park Maintenance District 2024-25 Annual Assessment

History

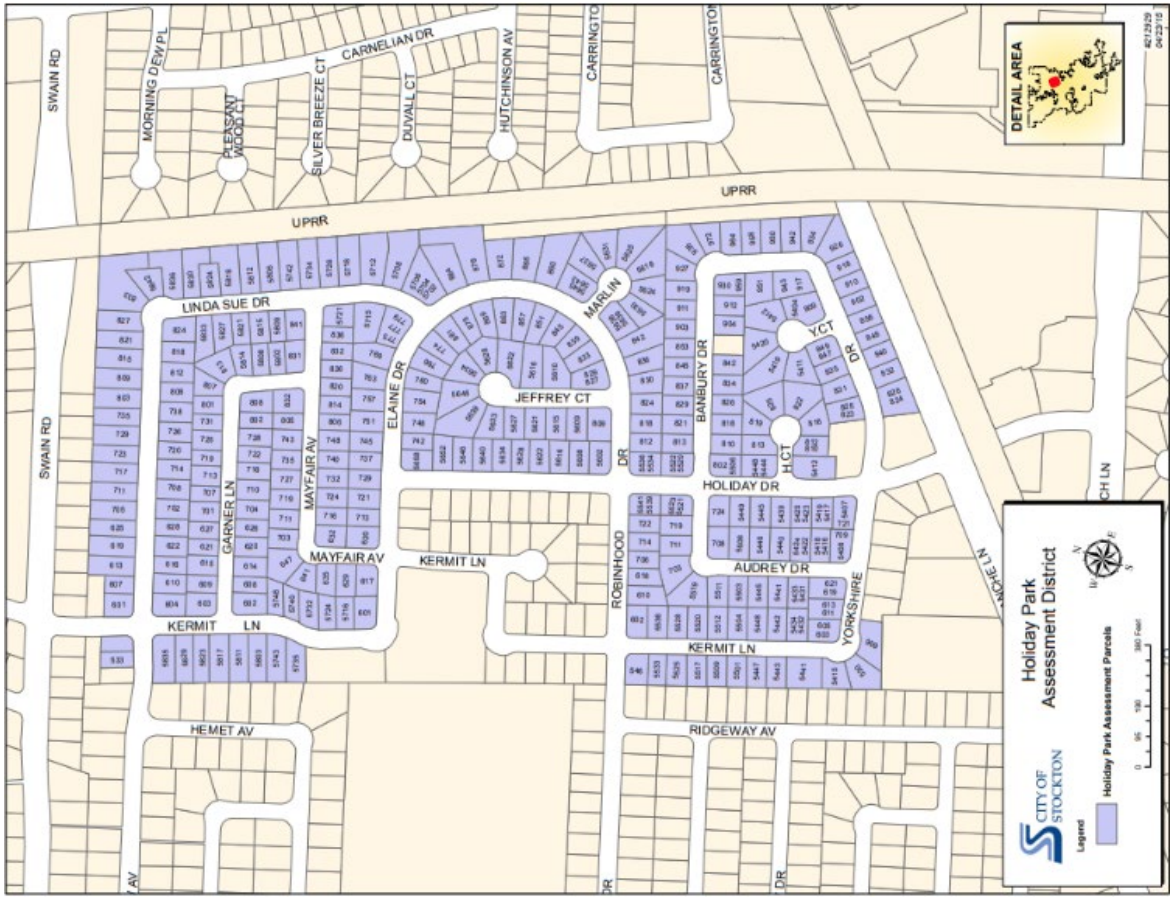
- 1969 - 2019: City contracted *Holiday Park Recreation Association* for maintenance and operations.

- 2019: City assumed maintenance and operation through an operator agreement for Holiday Park Pool.

- 2024: City Council approved the transition of operations of all City pools including Holiday Park Pool to the Community Services Department.

Holiday Park Assessment District Map

304 parcels



Holiday Park Maintenance District 2024-25 Annual Assessment

Facility:

- Pool (with separate tot pool)
- Restrooms
- Parking lot
- Fencing
- Equipment shed

Hours of Operation:

Recreation Swim:

Tuesday - Friday	1-6 pm
Saturday – Sunday	12-6pm

Holiday Park Maintenance District 2024-25 Annual Assessment

Assessment:

- Assessment will remain the same - $46,598 since 1996.
- Assessment is applied to cost of chemicals, repairs, maintenance, landscaping, and insurance.
- Additional $132,973 is needed for pool maintenance and operation in FY2024-25.
- Strong Communities Fund and General Fund appropriation has been included in the FY2024-25 Community Services Department proposed budget.

Holiday Park Maintenance District Fiscal Comparison

CATEGORY	FY 2022-23 ACTUALS	FY 2023-24 PROJECTED	FY 2024-25 PROPOSED BUDGET
PGE	$14,842	$16,960	$20,300
Water	11,810	8,000	6,400
Sewer	572	7,632	9,500
Telephone	0	0	400
Salaries & Benefits	0	38,512	79,355
Publicity	400	400	400
Maintenance & Repair	42,864	47,226	52,565
Permit	0	500	0
Operator Contract	52,129	23,125	0
Bay Alarm	1,680	1,680	1,680
Security	3,980	12,886	13,925
Janitorial	0	3,920	3,900
Plumbing		1,325	1,657
Fire Inspection	0	100	100
Pest Control	0	60	720
Equip & Supplies	0	5,000	3,080
Incidentals	226	0	0
TOTAL	$128,503	$167,326	$193,982

Holiday Park Maintenance District 2024-25 Annual Assessment

<u>Recommendation:</u>

- Hold a public hearing on proposed FY2024-25 assessment of $46,598.

- Adopt resolution to:
  - Approve FY2024-25 assessment
  - Authorize CFO to assess the parcels
  - Authorize a subsidy in the amount of $132,973
    - $1,911 from the General Fund (100-125)
    - $131,062 from the Strong Communities Fund (210-000)

City of Stockton

Legislation Text

File #: 24-0504, **Version:** 1

HOLD PUBLIC HEARING FOR APPROVAL OF THE ANNUAL ENGINEER'S REPORT, FY 2024-25 ANNUAL BUDGET, AND CONFIRM AND LEVY ASSESSMENTS FOR THE STOCKTON CONSOLIDATED STORM DRAINAGE MAINTENANCE ASSESSMENT DISTRICT 2005-1

RECOMMENDATION

The City Council, at its meeting on April 16, 2024, preliminarily approved and confirmed the Engineer's estimate of costs and expenses of the Consolidated Storm Drainage Maintenance Assessment District 2005-1 and the annual assessments related thereto and set a required public hearing for June 4, 2024.

It is recommended that the City Council now conduct a public hearing to consider public comment and testimony regarding the approval and adoption of the annual budgets and assessment rolls for the District.

After the public hearing, if a majority protest based on assessment amount does not exist, it is recommended that the City Council adopt a resolution to:

1. Overrule all public hearing protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the District in each zone.

2. Approve and adopt the Stockton Consolidated Storm Drainage Maintenance Assessment District No. 2005-1 (District) Annual Engineer's Report for the Fiscal Year (FY) 2024-25, which contains the budget for each zone.

3. Confirm and levy the assessments for each zone as set forth in the Report.

4. File the assessments of a copy thereof, certified by the City Clerk or other City official, with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2024-25 tax roll as set forth in the Annual Engineer's Report on file with the City Clerk.

It is further recommended that the City Manager be authorized to take all appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

The Municipal Improvement Act of 1913 and Stockton Improvement Procedure Code, Part V, Stockton Code, under which this District was formed, requires the annual Council approval of the Engineer's Report, Budget, Assessment Rolls, and annual approval to levy the corresponding annual assessments.

If approved, the City Council's action will adopt the Storm Drainage Maintenance Assessment District's FY 2024-25 Annual Engineer's Report, Budgets, and Assessment Rolls for the various zones within the Consolidated Storm Drainage Maintenance District 2005-1. The proposed FY 2024-25 assessments increase the zone assessment amounts by 3.0 percent when allowed by the original Engineers' Report.

All budgets in each zone are below the maximum allowable amount. Annual approval of the budget and Engineers' Report is required by the Municipal Improvement Act of 1913 and the Stockton Improvement Code, Part V. The City makes no financial contributions to the District. All fees, costs, and expenses incurred are paid from the proceeds of the annual assessments to be levied and collected on the San Joaquin County tax roll.

A copy of the FY 2024-25 Annual Engineers' Report is on file in the Office of the City Clerk and can also be found on the City of Stockton website at the following link: <https://www.stocktonca.gov/stormwater>

DISCUSSION

Background

On July 26, 2005, the City Council adopted Resolution Number 05-0329 to establish an assessment district designated as the "Stockton Consolidated Storm Drainage Maintenance Assessment District No. 2005-1" (District) and the creation and annexation of Zone 1 to be known as "Riverbend Zone 1." The formation of the District was based on the provisions of the Municipal Improvement Act of 1913 (Act) and the Stockton Improvement Procedure Code, (Stockton Code). Since then, 14 additional Zones have been formed and annexed to the District for a total of 15 zones. Attachment A is a map depicting the location of each of the zones within the District.

The Act and Stockton Code contain provisions for the City to form an Assessment District and annex zones to the district's boundary for the maintenance and operation of improvements that award a special benefit to an area. The purpose of this District is to provide funding for the operations, maintenance, and replacement of stormwater quality treatment devices that comply with the City's Stormwater Quality Control Plan and meet the City's Stormwater National Pollution Discharge Elimination System Permit (NPDES).

For this fiscal year, Siegfried Engineering, Inc. of Stockton, California, was authorized to prepare the FY 2024-25 Annual Engineer's Report. A copy of the Annual Engineer's Report was submitted to the City Clerk and is on file for review by the Mayor and City Council Members. On April 16, 2024, the City Council adopted and preliminarily approved the FY 2024-25 Annual Engineer's Report, which includes the proposed budgets for the maintenance and operation of the improvements for each zone within the District, and the Assessment Rolls. The City Council's action also set the public hearing for June 4, 2024.

Through this process, the District sets the annual assessments for each zone to be placed on the San Joaquin County (SJC) tax roll for collection with the SJC real property taxes. These annual assessments also provide funding for the inspection, operations, maintenance, repair, and replacement of the improvements in each Zone and associated administrative costs including preparing an Annual Engineer's Report and Assessment Roll.

The property owners are responsible for funding only those improvements within their Zone that are identified in the original Engineer's Report as a special benefit. Each assessed parcel is assigned a dwelling unit equivalent factor (DUE), or a per assessable acre factor. A single-family residential lot is equivalent to one dwelling unit equivalent factor. The DUE factor for other classifications of developed parcels is determined by a formula detailed in the initial Council-approved Engineers' Report for that Zone.

Present Situation

None of the proposed FY 2024-25 assessments exceed the allowed maximum annual assessment set in the original Engineer's Report, which were approved by landowner ballots following the requirements of California Constitution article XIII D, section 6, commonly referred to as "Proposition 218." Proposition 218 was enacted in 1996 and accepted by Council as part of the formation and annexation proceedings. The law provides that property owners subject to the assessment have an opportunity to weigh in on the adoption of each proposed annual assessment via a public hearing held by the City Council.

The Engineer's Report forming most zones includes the provision for an annual escalator on the assessments in an amount equal to the greater of either 3.0 percent or the annual increase as shown in the Local Consumer Price Index for the San Francisco-Oakland-San Jose All Items, All Urban Users, as published by the Bureau of Labor Statistics for a similar period. For the calendar year 2023, the annual increase is approximately 2.63 percent. For FY 2024-25, a 3.0 percent increase has been applied to the FY 2024-25 maximum allowable assessments.

Proposition 218 provides the latitude to approve the maximum allowable assessment but collect a lesser amount based on projected expenditures. Approving the maximum allowable assessment but only assessing the amount needed for the projected expenses allows the latitude to collect the maximum assessment in the event of unanticipated expenses and/or emergencies and complies with the requirements of Proposition 218.

The proposed budget for each zone within the District includes engineering fees for the preparation of the Annual Engineer's Report and tax rolls, attorney's fees, estimated cost of maintenance work, City of Stockton administrative costs, SJC costs to collect the assessments on the tax roll, replacement reserve costs, and a contingency amount. The general maintenance scope of work includes vector control, weed abatement, rodent control, slope dressing, mowing, ripping, grading of the basin bottom (as needed), pick-up and removal of trash and debris, cleaning of the structures, sediment removal, repair of fence and access, filter changes, device cleaning, and other maintenance associated with the special benefit.

The table below is a summary of the budget and per DUE factor to be assessed for each zone of the District for both FY 2023-24 and FY 2024-25, as well as the Proposed Operational Budgets and the Maximum Allowable Assessment amounts for FY 2024-25.

Zone No.	Zone Name	FY 2023-24 Rate Per DUE Factor	FY 2024-25 Rate Per DUE Factor	FY 2023-24 Assessment	FY 2024-25 Assessment	FY 2024-25 Proposed Dwelling Unit Equivalents (DueF)	FY 2024-25 Maximum Allowable Assessment (DueF)
1	Riverbend Estates	$42.18	$42.64	$27,494.58	$27,787.38	651.68	$78.29
2A	Cannery Park	$7.54	$7.62	$7,441.10	$7,507.38	985.23	$21.17
2B	Cannery Park	$21.00	$21.62	$26,983.28	$27,779.88	1,284.92	$33.09
3	Simbad Estates	$448.70	$453.78	$12,564.10	$12,705.84	28.00	$1,025.69
4	Dama Estates	$760.52	$769.14	$12,928.84	$13,075.38	17.00	$2,205.01
5A	Silver Springs & Gold Springs	$127.18	$128.62	$34,280.08	$34,668.22	269.54	$297.97
5B	Silver Springs & Gold Springs	$125.70	$127.12	$4,274.28	$4,322.08	34.00	$182.57
6	Old Oak Estates	$222.18	$224.68	$13,776.28	$13,930.16	62.00	$399.85
7	Oakmore Meadows, Unit 3	$427.02	$431.86	$22,310.78	$22,563.38	52.25	$512.08
8	Little John Creek North & South	$401.96	$406.50	$25,324.46	$25,609.50	63.00	$481.90
9	Malisa Manor	$853.22	$862.88	$13,651.70	$13,806.08	16.00	$1,963.43
10	Meadow-lands Unit 2	$346.04	$349.96	$12,457.52	$12,598.56	36.00	$1,119.78
11	Westlake Villages	$4.30	$4.42	$14,335.32	$13,895.48	3,143.83	$303.07
12	Moss Gardens	$30.72	$31.06	$12,364.58	$12,495.10	402.29	$210.72
13	ProLogis Park at Duck Creek	$281.39*	$27,837.86	$27,525.74	$27,837.86	N/A*	$85,176.34
14	Calaveras IV	$439.14	$444.12	$18,005.22	$18,208.92	41.00	$505.17
15	BD Homes	$892.40	$902.50	$11,601.22	$11,732.50	13.00	$919.19

*ProLogis Park at Duck Creek (Zone 13) is the only zone within the District with assessments calculated on an assessable acre basis. The assessments for ProLogis Park are spread in proportion to the adjusted area for each parcel in Zone 13. The current assessable acreage is 97.82. The maximum assessment is $85,176.34, resulting in a per acre maximum assessment of $870.75. The actual assessment is $27,837.86, resulting in an actual assessment per acre of $284.58.

The anticipated FY 2024-25 ending fund balances for the zones are:

Zone No.	Zone Name	FY 2024-25 Anticipated Fund Balance
1	Riverbend Estates	$217,615.61
2A	Cannery Park	$55,013.89
2B	Cannery Park	$230,155.51
3	Simbad Estates	$105,740.73
4	Dama Estates	$123,469.37
5A	Silver Springs & Gold Springs	$545,539.12
5B	Silver Springs & Gold Springs	$23,521.67
6	Old Oak Estates	$101,593.93
7	Oakmore Meadows	$193,480.39
8	Little John Creek North & South	$236,174.02
9	Malisa Manor	$128,468.32
10	Meadowlands	$106,776.37
11	Westlake Villages	$47,013.89
12	Moss Gardens	$139,371.38
13	ProLogis Park at Duck Creek	$211,474.22
14	Calaveras IV	$36,275.85
15	BD Homes	$9,670.23

This public hearing allows any interested person an opportunity to protest the proposed budget, the proposed method and proportion of assessment, the maximum annual assessment, or the actual FY 2024-25 assessment, either in writing or orally, for each zone in the Annual Report. A majority protest exists if more than fifty percent (50%) of the owners of the area of assessable lands within the district in each zone file a written or verbal protest. The required notice of this public hearing was published in The Record once, at least 10 days before the hearing date (published on May 20, 2024).

By approving the proposed resolution, the City Council will approve and adopt the Annual Engineer's Report for FY 2024-25, which includes the Budget for each zone of the District and the Assessment Roll. This action will also confirm the levy and collection of the assessments set forth in the Annual Engineer's Report for the District.

FINANCIAL SUMMARY

The proposed Consolidated Storm Drainage Maintenance Districts budget for FY 2024-25 is detailed in Attachment B.

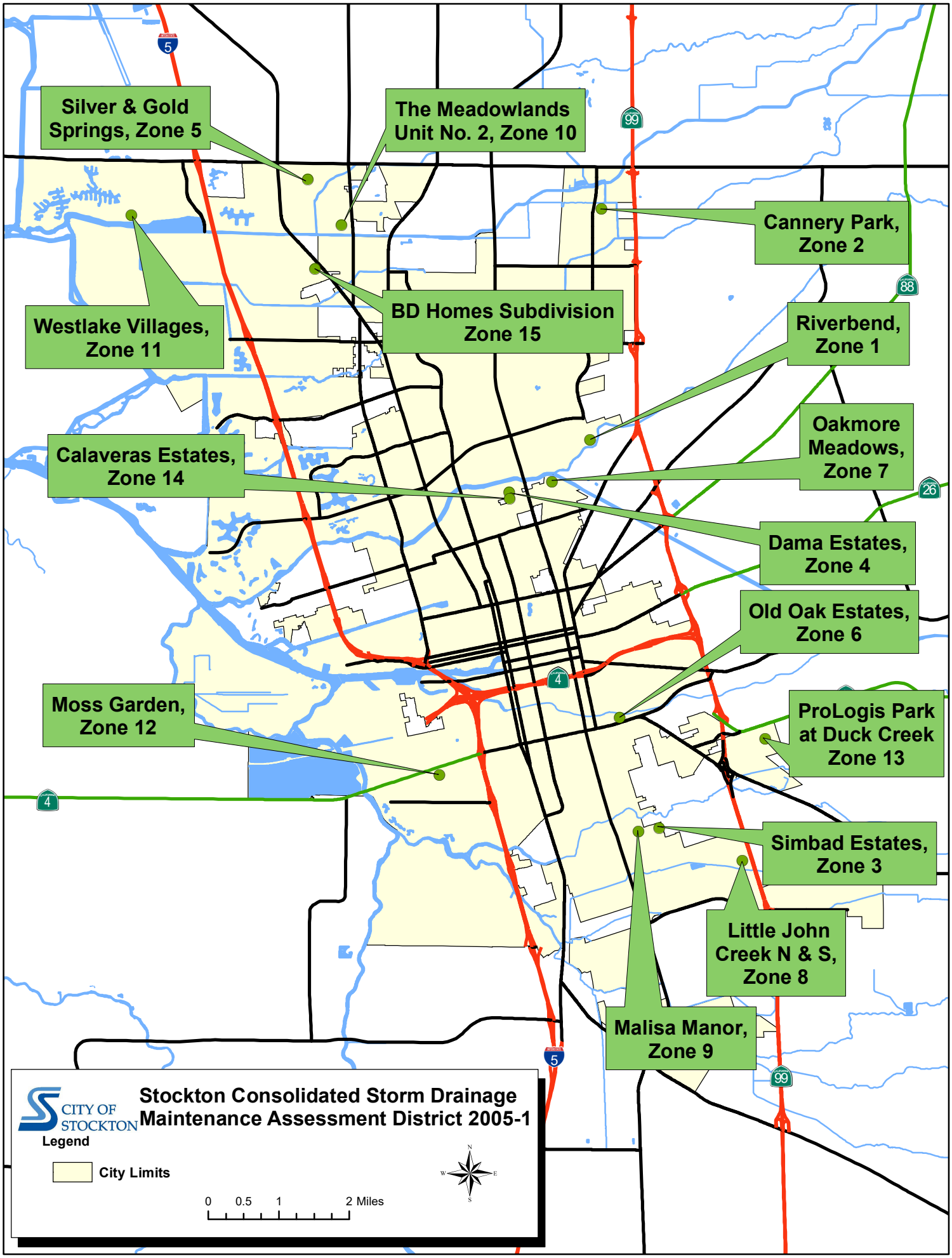
The City makes no financial contributions to the District. All fees, costs, and expenses incurred are paid from the proceeds of the annual assessments to be levied and collected on the SJC tax roll.

Proposition 218 limits the use of the funds collected within the various zones of this District to be used to pay only the expenses related to the maintenance and operation of the specific stormwater quality treatment device(s) detailed in the Engineers' Report for each zone. The funds collected from the property owners of a zone can only be used for work on the device(s) in that specific zone because it awards special benefit restricted to the properties of that zone. District funds are segregated and cannot be used to operate, maintain, or support the activities of the stormwater system, or any other utility at large.

Administrative and operational costs for the maintenance of the stormwater treatment basin in Cannery Park Zone 2B are proportionately split with the City's Stormwater Utility because the basin is also used for flood control purposes.

There is no impact to the General Fund, or any other unrestricted fund, from these actions.

Attachment A - District Zones Location Map
Attachment B - Summary of Consolidated District Budget 24-25


Silver & Gold Springs, Zone 5
The Meadowlands Unit No. 2, Zone 10
Cannery Park, Zone 2
Westlake Villages, Zone 11
BD Homes Subdivision Zone 15
Riverbend, Zone 1
Oakmore Meadows, Zone 7
Calaveras Estates, Zone 14
Dama Estates, Zone 4
Old Oak Estates, Zone 6
Moss Garden, Zone 12
ProLogis Park at Duck Creek Zone 13
Simbad Estates, Zone 3
Little John Creek N & S, Zone 8
Malisa Manor, Zone 9
CITY OF STOCKTON
Stockton Consolidated Storm Drainage Maintenance Assessment District 2005-1
Legend
City Limits
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S

	Dept./Div.		270-036	270-037	270-038	270-039	270-040	270-041	270-042	270-043	270-044	270-045	270-046	270-047	270-048	270-049	270-050	270-051	270-053
	Object Code	Ref.	RIVERBEND ESTATES, ZONE 1	CANNERY PARK, ZONE 2A	CANNERY PARK, ZONE 2B	SIMBAD ESTATES, ZONE 3	DAMA ESTATES, ZONE 4	SILVER & GOLD SPRINGS, ZONE 5A	OLD OAK ESTATES, ZONE 6	OAKMORE MEADOWS, ZONE 7	LITTLE JOHN CREEK N&S, ZONE 8	MALISA MANOR, ZONE 9	SILVER & GOLD SPRINGS, ZONE 5B	MEADOW-LAND, ZONE 10	WESTLAKE VILLAGES, ZONE 11	MOSS GARDENS, ZONE 12	PROLOGIS PARK, ZONE 13	CALAVERAS ESTATES IV, ZONE 14	BD HOME, ZONE 15
Estimated Beginning Fund Balance-FY2024-25 (FY 23-24 Yr End)		a.	217,615.61	55,013.89	230,155.51	105,740.73	123,469.37	545,539.12	101,593.93	193,480.39	236,174.02	128,468.32	23,521.67	106,776.37	47,013.89	139,371.38	211,474.22	36,275.85	9,670.23
Operational Costs:																			
Water	**640004**		522.74	-	-	-	-	-	-	-	-	-	-	-	-	-	937.54	-	-
Inspection, Maintenance & Graffiti Control	**630013**	b.	14,087.22	2,168.36	17,967.04	2,528.84	3,150.16	24,333.20	3,610.20	11,779.86	14,624.70	3,583.30	1,925.56	2,351.12	-	-	15,395.28	8,508.04	2,656.22
Total Operational Costs:			14,609.96	2,168.36	17,967.04	2,528.84	3,150.16	24,333.20	3,610.20	11,779.86	14,624.70	3,583.30	1,925.56	2,351.12	-	-	16,332.82	8,508.04	2,656.22
Administrative Costs:																			
Publication	**630008**	c.	77.26	18.14	31.60	77.26	77.26	38.62	77.26	77.26	77.26	77.26	38.62	77.26	77.26	77.26	38.62	77.26	75.86
Attorney's Fees	**630021**	d.	852.32	426.14	593.80	852.32	852.32	426.14	852.32	852.32	852.32	852.32	426.14	852.32	852.32	852.32	852.32	852.32	837.02
County Administration Fee	**630020**	e.	272.72	151.12	112.76	95.42	57.92	361.36	144.32	170.46	81.80	54.52	39.74	122.70	128.38	129.52	13.60	136.34	133.92
Annual Engineer's Report	**630003**	f.	3,454.74	1,226.18	2,775.06	2,342.16	2,101.24	1,846.70	2,342.16	2,342.16	2,342.16	2,342.16	1,113.66	2,342.16	2,849.02	2,849.02	2,342.16	2,781.96	1,785.68
Professional Services	**630006**		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City Administration	**670002**	g.	5,682.18	2,841.08	4,948.46	5,682.18	5,682.18	5,642.38	5,682.18	5,682.18	5,682.18	5,682.18	460.22	5,682.18	5,682.18	5,682.18	5,682.18	5,682.18	5,580.32
Total Administrative Costs:			10,339.22	4,662.66	8,461.68	9,049.34	8,770.92	8,315.20	9,098.24	9,124.38	9,035.72	9,008.44	2,078.38	9,076.62	9,589.16	9,590.30	8,928.88	9,530.06	8,412.80
Contingency	**670008**		2,838.20	676.36	1,351.16	1,127.66	1,154.30	2,019.82	1,221.72	1,659.14	1,949.08	1,214.34	318.14	1,170.82	4,306.32	2,904.80	2,576.16	170.82	663.48
Contingency-Reserve	**670008**		-	-	-	-	-	-	-	-	-								
Capital Replacement	**670008**	h.	-	-	-	-	-	-	-	-	-								
Total Operational/Admin/Contingency/Replacement			**27,787.38**	**7,507.38**	**27,779.88**	**12,705.84**	**13,075.38**	**34,668.22**	**13,930.16**	**22,563.38**	**25,609.50**	**13,806.08**	**4,322.08**	**12,598.56**	**13,895.48**	**12,495.10**	**27,837.86**	**18,208.92**	**11,732.50**
Revenues:																			
Current Year Assessments	**442030**		27,787.38	7,507.38	27,779.88	12,705.84	13,075.38	34,668.22	13,930.16	22,563.38	25,609.50	13,806.08	4,322.08	12,598.56	13,895.48	12,495.10	27,837.86	18,208.92	11,732.50
Transfer from Fund Balance																			
Total Revenues/Transfers			**27,787.38**	**7,507.38**	**27,779.88**	**12,705.84**	**13,075.38**	**34,668.22**	**13,930.16**	**22,563.38**	**25,609.50**	**13,806.08**	**4,322.08**	**12,598.56**	**13,895.48**	**12,495.10**	**27,837.86**	**18,208.92**	**11,732.50**
Projected Fiscal Year 2024-2025 Operating Fund Balance			**217,615.61**	**55,013.89**	**230,155.51**	**105,740.73**	**123,469.37**	**545,539.12**	**101,593.93**	**193,480.39**	**236,174.02**	**128,468.32**	**23,521.67**	**106,776.37**	**47,013.89**	**139,371.38**	**211,474.22**	**36,275.85**	**9,670.23**
Maximum Allowable Assessment			$78.29	$21.17	$33.09	$1,025.69	$2,205.01	$297.97	$399.85	$512.08	$481.90	$1,963.43	$182.57	$1,119.78	$303.07	$210.72	$85,176.34	$505.17	$919.19
Recommended CRP Balance																			

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING THE ANNUAL ENGINEER'S REPORT FOR FISCAL YEAR 2024-25, THE BUDGET FOR EACH ZONE, AND CONFIRMING ASSESSMENTS FOR THE STOCKTON CONSOLIDATED STORM DRAINAGE MAINTENANCE ASSESSMENT DISTRICT NO. 2005-1

On April 16, 2024, this Council adopted its Resolution of Intention to Approve the Annual Engineer's Report (Annual Report) for the 2024-25 Fiscal Year, to Provide Preliminary Approval of the Proposed Budgets for each Zone, and to Set a Public Hearing Thereon (Resolution No. 2024-04-16-1213) for the Stockton Consolidated Storm Drainage Maintenance Assessment District No. 2005-1 as required by law; and

Notice of the Public Hearing held on June 4, 2024, was published in The Record, in the time, form, and manner required by law, as evidenced by the declaration on file with the City Clerk; and

At the Public Hearing, this Council afforded every interested person an opportunity to make a protest for each Zone to the Annual Report, to the maximum annual assessment, to the actual 2024-25 assessment, to the proposed budget, or to the proposed method and proportion of assessment, either in writing or orally, and this Council has considered each protest and all matters and things pertaining to the Annual Report were fully heard and considered by this Council; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Protests or objections (including all written protests not withdrawn in writing before the conclusion of the Public Hearing) to the proposed levy of assessments in each Zone have not been made by the owners of more than fifty percent (50%) of the area of assessable lands within the District in each Zone and such protests or objections are hereby overruled.

2. The Annual Report on file with the City Clerk for the Fiscal Year 2024-25 Stockton Consolidated Storm Drainage Maintenance Assessment District No. 2005-1, which includes the budget for each Zone, is hereby approved and adopted as the method of assessment for each Zone to be used to pay the costs and expenses of the maintenance and operation.

3. The assessment of the annual amount of costs and expenses of the maintenance and operation of the improvements, upon the several subdivisions of land in the District as contained in the Annual Report, be, and the same is hereby approved and confirmed and shall be levied and collected for the Fiscal Year 2024-25.

A. The assessment follows all laws pertaining to the levy of the annual assessment (Section 4 of Article XIIID of the California State Constitution, § 53753.5 of the Gov. Code of the State of California, Streets and Highways Code § 10000, *et seq*., and the Stockton Improvement Procedure Code).

The City of Stockton hereby certifies that the special assessment(s), fee(s), or charges(s) listed below to be placed on the 2024-25 Secured Property Tax bill by the City of Stockton meets the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

B. The assessment is levied without regard to property valuation.

C. The purpose of the assessment is the maintenance and operation of storm drainage facilities.

4. The City Manager is authorized to direct the Chief Financial Officer or his/her designee to enter the assessments on the 2024-25 tax roll for the parcels in each Zone within the District as set forth in the Annual Report on file with the City Clerk.

5. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED and ADOPTED: June 4, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC
Interim City Clerk of the City of Stockton

Stockton Consolidated Storm Drainage Maintenance Assessment District 2005-1

Public Hearing for Fiscal Year 2024-2025 Assessments

Municipal Utilities Department

June 4, 2024

Agenda Item No. 16.4

Storm Drainage Assessment District 2005-1

- City's Storm Water Discharge Permit (Order No. R5-2016-0040, NPDES Permit No. CAS0085324) requires stormwater pollution control devices in new development.

- July 26, 2005: Consolidated Storm Drainage Maintenance District 2005-1 established to fund device maintenance.

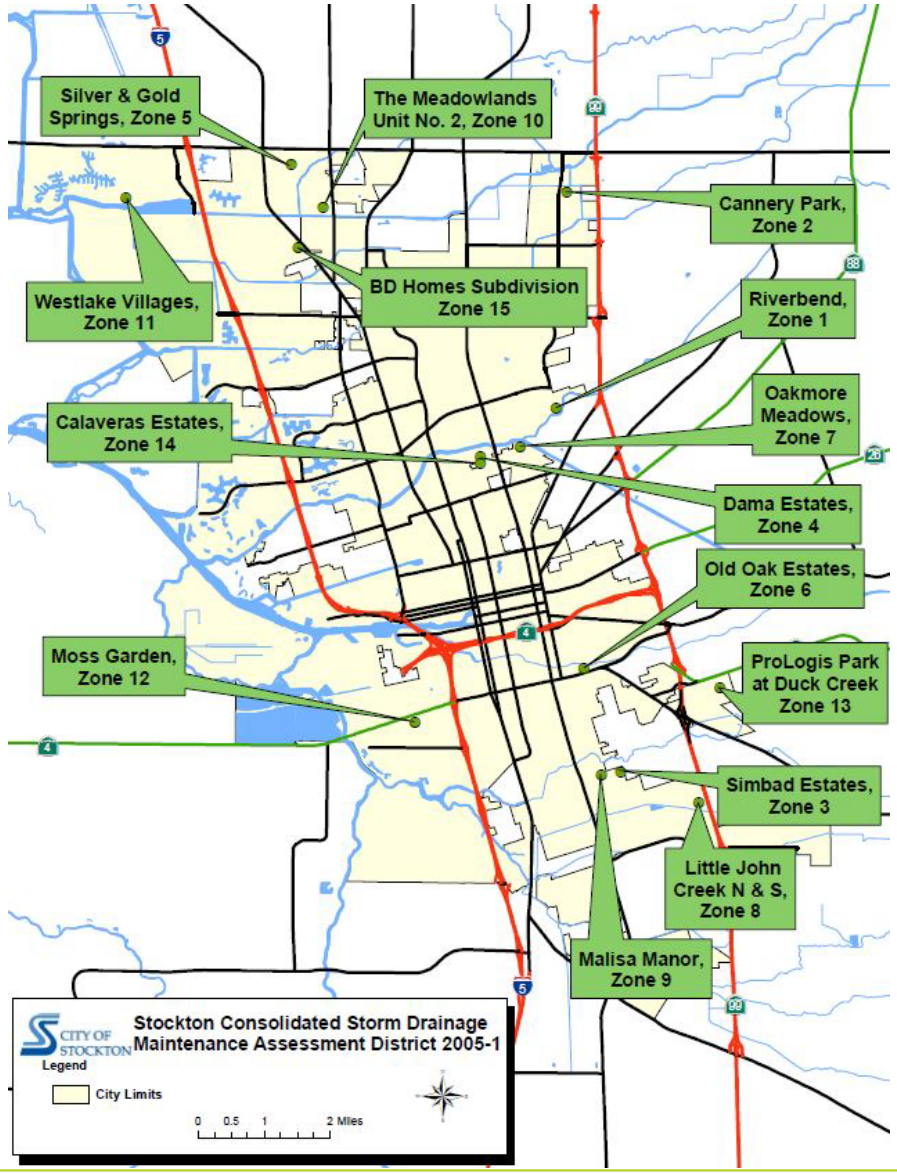
Storm Drainage Assessment District 2005-1

- Each year, Council adopts the following:
  - Engineer's Report.
  - Maximum Allowable Assessment.
  - Annual Budget/Actual Assessment.
- Maintenance and operation of stormwater quality (treatment) improvements.
- Assessment provides funding for:
  - Operation, maintenance and preparation of an annual Engineer's report & tax rolls; legal review; collection of assessments on San Joaquin County property taxes and City administration.

Maximum Allowable vs. Actual Assessments

- Original Engineer's Report approved by landowner ballot – allows for annual Cost of Living Adjustment.
- Approves annual maximum allowable but collect only what is needed for anticipated operational costs.
- Allows for unanticipated emergencies – to collect only if necessary.

Stockton Consolidated Storm Drainage District 2005-1



Annual Assessment

- Varies by zone as a result of:
  - Zone size.
  - Dwelling Unit Equivalent Factor.
  - Number of parcels within zone.
  - Amount and type of improvements to be maintained.

- FY 2024-2025 Maximum Allowable Adjustment: +3.0
  - Based on the greater of 3% or the annual San-Francisco-Oakland-San Jose Consumer Price Index.
  - FY 2024-2025 Actual assessments are to increase 3% but stay within the maximum allowable.

Fiscal Year 2024-2025 Zone Budgets

Zone No.	Zone Name	Proposed Budget (Actual Assessment)	Proposed Per Dwelling Unit Equivalent Factor	Proposed Maximum Allowable Assessment
1	Riverbend Estates	$27,787.38	$42.64	$51,020.03
2A	Cannery Park	$7,507.38	$7.62	$20,857.32
2B	Cannery Park	$27,779.88	$21.62	$42,518.00
3	Simbad Estates	$12,705.84	$453.78	$28,719.32
4	Dama Estates	$13,075.38	$769.14	$37,485.17
5A	Silver Springs & Gold Springs	$34,668.22	$128.62	$80,314.83
5B	Silver Springs & Gold Springs	$4,322.08	$127.12	$6,207.38

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Fiscal Year 2024-2025 Zone Budgets

Zone No.	Zone Name	Proposed Budget (Actual Assessment)	Proposed Per Dwelling Unit Equivalent Factor	Proposed Maximum Allowable Assessment
6	Old Oak Estates	$13,930.16	$224.68	$24,790.70
7	Oakmore Meadows, Unit 3	$22,563.38	$431.86	$26,754.64
8	Little John Creek North & South	$25,609.50	$406.50	$30,359.70
9	Malisa Mano	$13,806.08	$862.88	$31,414.88
10	Meadowlands, Unit 2	$12,598.56	$349.96	$40,312.08
11	Westlake Villages	$13,895.48	$4.42	$952,800.56
12	Moss Gardens	$12,495.10	$31.06	$84,770.55

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Fiscal Year 2024-2025 Zone Budgets

Zone No.	Zone Name	Proposed Budget (Actual Assessment)	Proposed Per Dwelling Unit Equivalent Factor	Proposed Maximum Allowable Assessment
13	Prologis Park at Duck Creek	$27,837.86	*$284.58	$85,176.34
14	Calaveras IV	$18,208.92	$444.12	$20,711.97
15	BD Homes	$11,732.50	$902.50	$11,949.47

*Zone 13's assessments are calculated on an assessable acre basis. Current assessable acreage is 97.82. The maximum assessment is $85,176.34, with a per-acre maximum of $870.75. The assessments spread in proportion to the adjusted area for each parcel. With adjustments, the actual assessment is $27,837.86

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Recommended Actions

- Overrule all public hearing protests.
- Approve and adopt:
  - Stockton Consolidated Storm Drainage Maintenance Assessment District 2005-1 Annual Engineer's Report.
  - Maximum Allowable Assessment.
  - Annual Budget/Actual Assessment for each Zone of the District.
- Confirm and levy assessment for each Zone.

City of Stockton

Legislation Text

File #: 24-0529, **Version:** 1

HOLD PUBLIC HEARING FOR APPROVAL OF THE ENGINEER'S REPORT, FY 2024-25 ANNUAL BUDGETS, AND ASSESSMENTS FOR INDUSTRIAL STORM DRAINAGE BASIN MAINTENANCE DISTRICTS

RECOMMENDATION

It is recommended that the City Council conduct the public hearing called for at its meeting on April 16, 2024, to consider public comment and testimony regarding the approval and adoption of the annual budgets and assessment rolls for the six districts listed below (each a "District").

At the conclusion of the public hearing, if less than fifty percent of the owners of the assessable lands within a district file a protest of the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt resolutions to:

1. Overrule all public hearing protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in each District, provided, as to each District, no majority protest exists.

2. Approve and adopt the preliminary Fiscal Year (FY) 2024-25 annual budget for each District.

3. Confirm and levy FY 2024-25 assessments for each of the following six industrial storm drainage basin maintenance Assessment Districts (Districts):

    1) Western Pacific Industrial Park Storm Drainage Basin Maintenance District, Project Number 81-1 (Western Pacific)

    2) Charter Way Industrial Site Storm Drainage Basin Maintenance District, Project Number 86-4 (Charter Way)

    3) Arch Road Industrial Park Storm Drainage Basin Maintenance District, Project Number 84-2 (Arch Road)

    4) Airport Gateway Center Storm Drainage Basin Maintenance District (Airport Gateway)

    5) Stockton Airport Business Center Storm Drainage Basin Maintenance District, Project Number 84-1 (Stockton Airport)

    6) North Newcastle Storm Pump Station and Basin Maintenance District, Project Number 20-1 (North Newcastle)

4. Approve and adopt the Engineer's Report (Report) showing the FY 2024-25 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith as the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

5. Approve, confirm, and levy the assessments, as described in the Report, of the annual amount of costs and expenses to maintain and operate the improvements upon the several subdivisions of land in each District, in proportion to the estimated benefits to be received by said subdivisions from the operation of said improvements and of the related incidental expenses as described in each respective Report.

It is further recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of these resolutions.

Summary

The Municipal Improvement Act of 1913 and Stockton Improvement Procedure Code, Part V, under which these Districts were formed, require annual Council approval of the Engineer's Report, Budget, Assessment Rolls, and approval to levy the corresponding annual assessments for each separate District. The assessment district rates for FY 2024-25, where allowed by an annual escalator, will increase over the FY 2023-24 rates. Where not allowed by an annual escalator, rates will remain the same as the FY 2023-24 rates. The City makes no financial contributions to any of the Districts. All fees, costs, and expenses incurred will be payable solely from the proceeds of the annual assessments to be levied and collected on the San Joaquin County property tax roll or from each District's reserve funds.

If approved, this action will adopt the annual budgets and assessments for the six Industrial Storm Drainage Basin Maintenance Districts listed above for FY 2024-25.

DISCUSSION

Background

The City Council, pursuant to Resolution Numbers 85-0416, 86-1059, 88-0492, 88-0552, 99-0400, and 2020-12-15-1501, authorized the formation of the six industrial storm drainage basin maintenance districts (Attachment A). As a condition of their subdivision agreements, each developer was required to form a maintenance district to provide ongoing maintenance of the basins after construction was complete and the basins were turned over to the City. The formation of these districts was based on the provisions of the Municipal Improvement Act of 1913 (Act) and the Stockton Improvement Procedure Code (Stockton Code). The Act and the Stockton Code contain provisions for the City to form assessment districts for the maintenance and operation of improvements that award a special benefit to an area.

The purpose of these Districts is to provide funding for the operations and maintenance of the storm drainage basins and the associated improvements. The general maintenance scope of work includes vector control, weed abatement, rodent control, slope dressing, mowing, ripping, grading of the basin bottom (as needed), pick-up and removal of trash and debris, cleaning of the structures, sediment removal, repair of fence and access, filter changes, device cleaning, and other maintenance

associated with the special benefit. Property owners are responsible for funding only those improvements within the District from which they receive benefit.

The original Engineers' Reports, which were approved by the landowners at the time of formation of each District, detail how the City can legally calculate the annual assessments. The original Engineers' Report for the Arch Road, Charter Way, and Western Pacific Districts did not allow for a Cost-of-Living Adjustment to be applied to increase the maximum allowable assessment over the years. Any changes to the assessment/formula for the calculation of the annual assessments would need to be approved, by ballot, by the property owners that will be affected by the assessments.

A portion of the Stockton Airport Business Center District was similarly established prior to Proposition 218, and as such, the original parcels are at the maximum allowable assessment rate with no allowable cost of living adjustments. In FY 2004-05, thirty-five (35) parcels were annexed into the Stockton Airport Business Center District, following the Proposition 218 prescribed property owner ballot procedure. As a result, the annexed parcels are subject to the requirements of Proposition 218, while the original parcels are not. The Engineer's Report for the annexation of the newer parcels allowed for cost-of-living adjustments to be factored into the calculations of the annual assessments for those parcels. Staff has factored in the allowed cost of living adjustment on those parcels for the calculation of the maximum allowable assessment for the District.

On April 16, 2024, the City Council preliminarily approved and confirmed the budgets and proposed assessments for each of the Districts and set a public hearing for June 4, 2024. Through this process, annual assessments are included on the San Joaquin County property tax roll for collection.

Present Situation

Attachment B provides a summary of the proposed FY 2024-25 budget and assessments for each district. None of the FY 2024-25 assessments exceed the established Maximum Annual Allowable Assessments contained in the original Engineer's Reports that were approved by landowner ballots or written consent of the landowners and approved by the Council as part of the district formation proceedings. The proposed budgets for the districts include engineering fees, attorney's fees, estimated pond (basin) maintenance work, City of Stockton administration costs, and a contingency.

Operational costs of the three basin districts referenced as Western Pacific Industrial Park, Charter Way Industrial Site, and Arch Road Industrial Park are projected to exceed their maximum allowable assessments in FY 2024-25 by $10,708.00, $6,757.02, and $10,494.00, respectively, based on the contracted costs for preparation of the Annual Engineers' Report and maintenance of the Districts. In previous years, the existing fund balance has covered the gap in costs not covered by the new assessment. However, the FY 2025-26 assessment may require an increase to meet the district's operational needs. Over the next fiscal year, staff will evaluate options to cover the cost gap.

For FY 2024-25, sufficient fund balance exists for the Western Pacific Industrial Park, the Arch Road Industrial Park, and the Charter Way Industrial Site to cover the gap in costs not covered by the new assessment; therefore, staff recommends approving the full operational budget and the transfer of funds needed from the reserve balances. The FY 2023-24 Actual Assessments, FY 2024-25 Proposed Assessments, Projected Fund Balance Transfers, Operational Expenditure Budgets, Final Projected FY 2024-25 Fund Balances, and FY 2024-25 Maximum Allowable Assessments are as follows:

District	FY 2023-24 Actual Assessment	FY 2024-25 Proposed Assessment	FY 2024-25 Proposed Amount to Transfer from Fund Balance to Expenditure Account	FY 2024-25 Operational Expenditure Budget	FY 2024-25 Projected Fund Balance	FY 2024-25 Maximum Allowable Assessment
Western Pacific Industrial Park	$17,319.58	$17,319.58	$10,708.00	$28,027.58	$47,239.48	$17,320.00
Charter Way Industrial Site	$12,999.98	$12,999.98	$6,757.02	$19,757.00	$3,915.73	$13,000.00
Arch Road Industrial Park	$17,372.44	$17,372.44	$10,494.00	$27,866.44	$98,163.32	$17,373.00

The Engineers' Report for the Airport Gateway Center District and the applicable parcels in the Stockton Airport Business Center District and North Newcastle District contain provisions for an annual Cost-of-Living Adjustment. Each year, the maximum annual assessments are increased in an amount equal to the greater of either 3.0 percent or the annual increase as shown in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose All Items, All Urban Users, as published by the Bureau of Labor Statistics for a similar period.

For the calendar year 2023, the annual increase is approximately 2.63 percent. For FY 2024-25, the 3.00 percent adjustment has been applied to the calculation of the total maximum allowable assessment and the actual assessment for Airport Gateway Center, and the annexed portions of the Stockton Airport Business Center Districts and North Newcastle District. Proposition 218 provides cities the latitude to approve the maximum allowable assessment, if warranted, based on estimated expenditures or if estimated expenditures do not justify the maximum to collect a lesser amount.

Staff recommends that the City Council approve the increase in the maximum allowable assessment and the increase in the actual assessment that will set the base for upcoming fiscal year calculations. Staff also recommends approving the full operational budget and the transfer of funds needed from reserve balance to cover the gap in expenses in the Stockton Airport Business Center. A sufficient fund balance exists in reserve to pay for the gap in costs not covered by the new assessment. The FY 2023-24 Actual Assessments, FY 2024-25 Proposed Assessments, FY 2024-25 Proposed Amount to Transfer from Fund Balance, FY 2024-25 Operational Budgets, FY 2024-25 Projected Fund Balances, and FY 2024-25 Maximum Allowable Assessments are as follows:

District	FY 2023-24 Actual Assessment	FY 2024-25 Proposed Assessment	FY 2024-25 Proposed Amount to Transfer from Fund Balance to Expenditure Account	FY 2024-25 Operational Expenditure Budget	FY 2024-25 Projected Fund Balance	FY 2024-25 Maximum Allowable Assessment
Airport Gateway	$31,752.08	$32,704.66	$0.00	$32,704.66	$355,486.68	$122,278.92
Stockton Airport Business Center*	$14,821.16	$14,988.30	$8,318.16	$31,098.78	$288,462.53	$45,006.37
North Newcastle	$70,563.98	$72,680.84	$0.00	$72,680.84	$101,392.53	$88,845.51

*The FY 2024-25 operational expenditure budget is $31,098.78, which includes $7,792.32 transfer from other districts.

Administrative and operational costs for the maintenance of the Stockton Airport Business Center basin are offset with transfers from the Little John Creek Landscape Maintenance District No. 94-1 and Seabreeze Landscape Maintenance District No. 96-2 ($5,506.06 and $2,286.26, respectively), as the basin landscaping is provided for in those districts.

Fund balances are for infrastructure replacement accounts to fund construction of new facilities at the end of their operational life.

The tax rolls submitted for collection show the approved maximum assessment as well as the actual amount that will be submitted for collection on the San Joaquin County property taxes.

This public hearing allows any interested person an opportunity to protest the proposed budget, the proposed method and proportion of assessment or the maximum annual assessment, either in writing or orally, for each district. A majority protest exists if more than fifty percent (50%) of the owners of the area of assessable lands within a district file a written or verbal protest. The required notice of this public hearing was published in The Record on May 20, 2024.

FINANCIAL SUMMARY

The proposed Industrial Storm Drainage Basin Maintenance Districts budget for FY 2024-25 and fund balance projections are detailed in Attachment B.

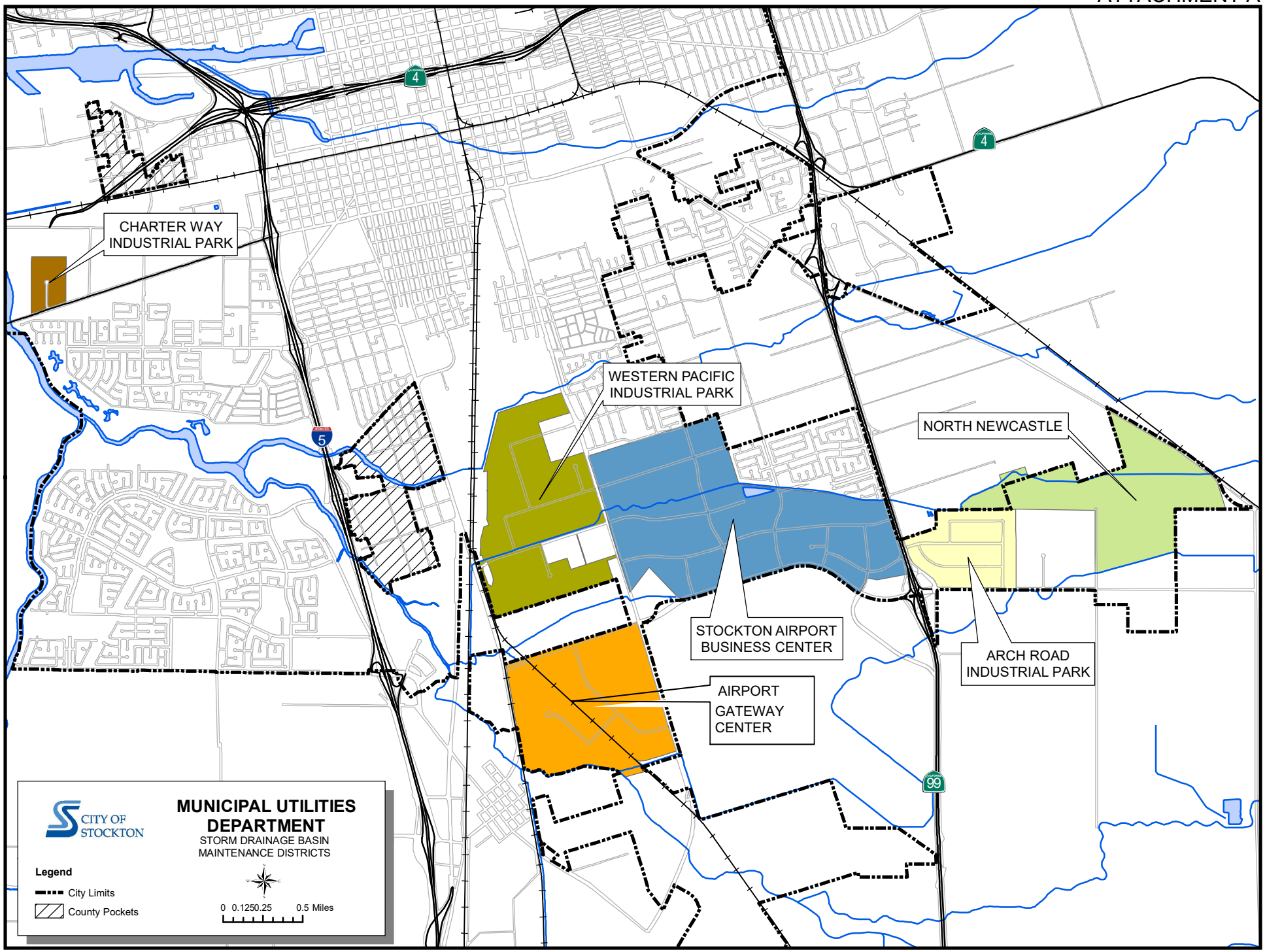
The City makes no financial contributions to any of the Districts. All fees, costs, and expenses incurred will be payable solely from the proceeds of the annual assessments to be levied and collected on the San Joaquin County property tax roll or from each District’s reserve funds. The use of the funds collected within the various districts is restricted by Proposition 218 to pay only the expenses related to the maintenance and operation of the specific storm drainage basin for which

they are collected. The funds collected from the property owners of a district can only be used for the work on the basins in that district, as it awards special benefit restricted to the properties of that district. District funds are segregated and cannot be used to operate, maintain, or support the activities of the stormwater, or any other, utility at large.

Administrative and operational costs for the maintenance of the Stockton Airport Business Center Basin are offset with transfers from the Little John Creek Landscape Maintenance District No. 94-1 and Seabreeze Landscape Maintenance District No. 96-2 ($5,506.06 and $2,286.26, respectively) as the basin landscaping is provided for in those districts.

There is no impact to the General Fund, or any other unrestricted fund, from these actions.

Attachment A - Storm Drainage Basin Districts Location Map
Attachment B - Storm Drainage Basin District Budgets and Fund Balance Projections


CHARTER WAY
INDUSTRIAL PARK
WESTERN PACIFIC
INDUSTRIAL PARK
NORTH NEWCASTLE
STOCKTON AIRPORT
BUSINESS CENTER
ARCH ROAD
INDUSTRIAL PARK
AIRPORT
GATEWAY
CENTER
4
5
99
CITY OF
STOCKTON
MUNICIPAL UTILITIES
DEPARTMENT
STORM DRAINAGE BASIN
MAINTENANCE DISTRICTS
Legend
City Limits
County Pockets
0 0.1250.25 0.5 Miles

6522-000-XXXXXX-270-XXX-30-65-000-000-	Dept./Div.		270-003	270-004	270-005	270-006	270-007	270-054
	Object Code	Ref.	**Western Pacific**	**Charter Way**	**Airport Gateway**	**Arch Road**	**Stockton Airport Business Center**	**North Newcastle**
Beginning Fund Balance-FY2024-25 (FY 23-24 Yr End)		a.	57,947.48	10,672.75	355,486.68	108,657.32	296,780.69	101,392.53
Operational Costs:								
Inspection, Maintenance & Graffiti Control	630013	b.	14,850.00	14,850.00	17,100.94	14,850.00	14,850.00	52,481.72
Fence Repairs			3,500.00	3,500.00		3,500.00	3,500.00	
Administrative Costs:								
Publicity and Advertising	630008	c.	85.00	85.00	96.56	85.00	96.56	77.26
Attorney's Fees	630021	d.	1,432.00	-	1,755.76	1,433.00	1,720.52	852.32
Processing Fees (County)	630020	e.	105.00	9.00	109.06	165.00	151.12	136.34
Annual Engineer's Report	630003	f.	2,326.00	1,313.00	3,987.74	2,119.00	2,455.82	3,477.46
Professional Services	630006		-	-	-	-	-	3,409.30
City Administration	670002	g.	3,500.00	-	4,545.74	3,500.00	5,682.18	5,682.18
Total Administrative Costs			7,448.00	1,407.00	10,494.86	7,302.00	10,106.20	13,634.86
Contingency	670008		*2,229.58*	-	*5,108.86*	*2,214.44*	*2,642.58*	*6,564.26*
Replacement Reserve	670008	h.	-	-	-	-	-	-
Total Operation/Admin/Contingency/Replacement			28,027.58	19,757.00	32,704.66	27,866.44	31,098.78	72,680.84
Revenues:								
Current Year Assessments	442030		17,319.58	12,999.98	32,704.66	17,372.44	14,988.30	72,680.84
Transfers:								
Transfer From Fund Balance		i.	10,708.00	6,757.02	-	10,494.00	8,318.16	-
Transfer In from Little John Creek Landscape Maintenance District No. 94-1	500001	j.	-	-	-	-	*5,506.06*	-
Transfer In from Seabreeze Landscape Maintenance District No. 96-2	500001	k.	-	-	-	-	*2,286.26*	-
Total Revenues/Transfers			28,027.58	19,757.00	32,704.66	27,866.44	31,098.78	72,680.84
Projected Fiscal Year 2024-25 Fund Balance			47,239.48	3,915.73	355,486.68	98,163.32	288,462.53	101,392.53
Maximum Allowable Assessment - 3.0%			17,320.00	13,000.00	122,278.92	17,373.00	45,006.37	88,845.51
			Does not allow for assessment % change	Does not allow for assessment % change		Does not allow for assessment % change		

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING ANNUAL BUDGET AND CONFIRMING ASSESSMENTS FOR THE AIRPORT GATEWAY CENTER STORM DRAINAGE BASIN MAINTENANCE DISTRICT

On April 16, 2024, this Council adopted Resolution No. 2024-04-16-1212-02 preliminary approving the proposed budget for the Fiscal Year (FY) 2024-25 costs and expenses of the maintenance and operation of the improvements in the above District and of the incidental expenses in connection therewith, as more particularly described in the Resolution and appointed Tuesday, June 4, 2024, at 5:30 p.m., in the regular meeting place of said Council, Council Chambers, Stockton, California, as the time and place for the hearing of protests to the proposed budget for the District, and directed the City Clerk to give a notice of such public hearing as required by law; and

Notice of the public hearing was published in The Record, in the time, form, and manner required by law, as evidenced by the declaration on file with the City Clerk, whereupon the public hearing was duly and regularly held at the time and place stated in the notice; and

No persons interested, objecting to the FY 2024-25 Engineer's letter Report (the "Report"), the assessments, the proposed budget, or to the proposed method and proportion of assessment as shown in said Report, filed written protests with the City Clerk at or before the time set for the hearing, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the Report were fully heard and considered by this Council; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The owners of one-half of the area of the property to be assessed for the maintenance and operational costs did not at or prior to the time fixed for the hearing, file written protests to the proposed budget, or to the Report, or to the estimated benefit to the parcels within the District and of the proportional factors to be used to assess the annual costs and expenses of the maintenance and operation of the improvements.

2. All protests to the Report, the proposed budget, or to the proposed levy of assessments, and all persons desiring to be heard in relation to any of the matters, whether as protestants or otherwise, have been fully heard and considered, and all such protests or objections are hereby overruled.

3. The assessments follow all laws pertaining to the levy of the annual assessment (Section 4 of Article XIIID of the California State Constitution, section 53753.5 of the Government Code of the State of California, Streets and Highways Code

section 10000 *et seq.,* and the Stockton Improvement Procedure Code). The assessments are levied without regard to property valuation. The purpose of the assessments is the maintenance and operation of storm drainage facilities.

4. The City of Stockton hereby certifies that the special assessment(s), fee(s), or charges(s) listed below to be placed on the 2023-24 Secured Property Tax bill by the City of Stockton meets the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

5. The Report showing the 2024-25 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith be, and it is hereby adopted and approved as is the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

6. The assessments set forth in the Report of the annual amount of costs and expenses of the maintenance and operation of the improvements, upon the several subdivisions of land in the District in proportion to the estimated benefits to be received by said subdivisions, respectively, from the operation of said improvements and of the expenses incidental thereto, be, and the same is hereby approved and confirmed and the assessments as set forth in the Report are hereby levied.

7. The City Manager is hereby authorized to direct the Chief Financial Officer or designee to enter the assessments on the 2024-25 tax roll for the parcels within the District as shown in the Report on file with the City Clerk.

8. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 4, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC
Interim City Clerk of the City of Stockton

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING ANNUAL BUDGET AND CONFIRMING ASSESSMENTS FOR THE ARCH ROAD INDUSTRIAL PARK STORM DRAINAGE BASIN MAINTENANCE DISTRICT

On April 16, 2024, this Council adopted Resolution No. 2024-04-16-1212-03 preliminary approving the proposed budget for the Fiscal Year (FY) 2024-25 costs and expenses of the maintenance and operation of the improvements in the above District and of the incidental expenses in connection therewith, as more particularly described in the Resolution and appointed Tuesday, June 4, 2024, at 5:30 p.m., in the regular meeting place of said Council, Council Chambers, Stockton, California, as the time and place for the hearing of protests to the proposed budget for the District, and directed the City Clerk to give a notice of such public hearing as required by law; and

Notice of the public hearing was published in The Record, in the time, form, and manner required by law, as evidenced by the declaration on file with the City Clerk, whereupon the public hearing was duly and regularly held at the time and place stated in the notice; and

No persons interested, objecting to the FY 2024-25 Engineer's letter Report (the "Report"), the assessments, the proposed budget, or to the proposed method and proportion of assessment as shown in said Report, filed written protests with the City Clerk at or before the time set for the hearing, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the Report were fully heard and considered by this Council; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The owners of one-half of the area of the property to be assessed for the maintenance and operational costs did not at or prior to the time fixed for the hearing, file written protests to the proposed budget, or to the Report, or to the estimated benefit to the parcels within the District and of the proportional factors to be used to assess the annual costs and expenses of the maintenance and operation of the improvements.

2. All protests to the Report, the proposed budget, or to the proposed levy of assessments, and all persons desiring to be heard in relation to any of the matters, whether as protestants or otherwise, have been fully heard and considered, and all such protests or objections are hereby overruled.

3. The assessments follow all laws pertaining to the levy of the annual assessment (Section 4 of Article XIIID of the California State Constitution, § 53753.5 of the Government Code of the State of California, Streets and Highways Code § 10000 *et seq.,* and the Stockton Improvement Procedure Code). The assessments are levied

without regard to property valuation. The purpose of the assessments is the maintenance and operation of storm drainage facilities.

4. The City of Stockton hereby certifies that the special assessment(s), fee(s), or charges(s) listed below to be placed on the 2024-25 Secured Property Tax bill by the City of Stockton meets the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

5. The Report showing the 2024-25 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith be, and it is hereby adopted and approved as is the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

6. The assessments set forth in the Report of the annual amount of costs and expenses of the maintenance and operation of the improvements, upon the several subdivisions of land in the District in proportion to the estimated benefits to be received by said subdivisions, respectively, from the operation of said improvements and of the expenses incidental thereto, be, and the same is hereby approved and confirmed and the assessments as set forth in the Report are hereby levied.

7. The City Manager is hereby authorized to direct the Chief Financial Officer or designee to enter the assessments on the 2024-25 tax roll for the parcels within the District as shown in the Report on file with the City Clerk.

8. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 4, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC
Interim City Clerk of the City of Stockton

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING ANNUAL BUDGET AND CONFIRMING ASSESSMENTS FOR THE CHARTER WAY INDUSTRIAL SITE STORM DRAINAGE BASIN MAINTENANCE DISTRICT

On April 16, 2024, this Council adopted Resolution No. 2024-04-16-1212-04 preliminary approving the proposed budget for the Fiscal Year (FY) 2024-25 costs and expenses of the maintenance and operation of the improvements in the above District and of the incidental expenses in connection therewith, as more particularly described in the Resolution and appointed Tuesday, June 4, 2024, at 5:30 p.m., in the regular meeting place of said Council, Council Chambers, Stockton, California, as the time and place for the hearing of protests to the proposed budget for the District, and directed the City Clerk to give a notice of such public hearing as required by law; and

Notice of the public hearing was published in The Record, in the time, form, and manner required by law, as evidenced by the declaration on file with the City Clerk, whereupon the public hearing was duly and regularly held at the time and place stated in the notice; and

No persons interested, objecting to the FY 2024-25 Engineer's letter Report (the "Report"), the assessments, the proposed budget, or to the proposed method and proportion of assessment as shown in said Report, filed written protests with the City Clerk at or before the time set for the hearing, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the Report were fully heard and considered by this Council; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The owners of one-half of the area of the property to be assessed for the maintenance and operational costs did not at or prior to the time fixed for the hearing, file written protests to the proposed budget, or to the Report, or to the estimated benefit to the parcels within the District and of the proportional factors to be used to assess the annual costs and expenses of the maintenance and operation of the improvements.

2. All protests to the Report, the proposed budget, or to the proposed levy of assessments, and all persons desiring to be heard in relation to any of the matters, whether as protestants or otherwise, have been fully heard and considered, and all such protests or objections are hereby overruled.

3. The assessments follow all laws pertaining to the levy of the annual assessment (Section 4 of Article XIIID of the California State Constitution, § 53753.5 of the Government Code of the State of California, Streets and Highways Code § 10000 *et seq.,* and the Stockton Improvement Procedure Code). The assessments are levied

without regard to property valuation. The purpose of the assessments is the maintenance and operation of storm drainage facilities.

4. The City of Stockton hereby certifies that the special assessment(s), fee(s), or charges(s) listed below to be placed on the 2024-25 Secured Property Tax bill by the City of Stockton meets the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

5. The Report showing the 2024-25 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith be, and it is hereby adopted and approved as is the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

6. The assessments set forth in the Report of the annual amount of costs and expenses of the maintenance and operation of the improvements, upon the several subdivisions of land in the District in proportion to the estimated benefits to be received by said subdivisions, respectively, from the operation of said improvements and of the expenses incidental thereto, be, and the same is hereby approved and confirmed and the assessments as set forth in the Report are hereby levied.

7. The City Manager is hereby authorized to direct the Chief Financial Officer or designee to enter the assessments on the 2024-25 tax roll for the parcels within the District as shown in the Report on file with the City Clerk.

8. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 4, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC
Interim City Clerk of the City of Stockton

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING ANNUAL BUDGET AND CONFIRMING ASSESSMENTS FOR THE NORTH NEWCASTLE STORM DRAINAGE BASIN MAINTENANCE DISTRICT

On April 16, 2024, this Council adopted Resolution No. 2024-04-16-1212-05 preliminary approving the proposed budget for the Fiscal Year (FY) 2024-25 costs and expenses of the maintenance and operation of the improvements in the above District and of the incidental expenses in connection therewith, as more particularly described in the Resolution and appointed Tuesday, June 4, 2024, at 5:30 p.m., in the regular meeting place of said Council, Council Chambers, Stockton, California, as the time and place for the hearing of protests to the proposed budget for the District, and directed the City Clerk to give a notice of such public hearing as required by law; and

Notice of the public hearing was published in The Record, in the time, form, and manner required by law, as evidenced by the declaration on file with the City Clerk, whereupon the public hearing was duly and regularly held at the time and place stated in the notice; and

No persons interested, objecting to the FY 2024-25 Engineer's letter Report (the "Report"), the assessments, the proposed budget, or to the proposed method and proportion of assessment as shown in said Report, filed written protests with the City Clerk at or before the time set for the hearing, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the Report were fully heard and considered by this Council; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The owners of one-half of the area of the property to be assessed for the maintenance and operational costs did not at or prior to the time fixed for the hearing, file written protests to the proposed budget, or to the Report, or to the estimated benefit to the parcels within the District and of the proportional factors to be used to assess the annual costs and expenses of the maintenance and operation of the improvements.

2. All protests made either to the Report, the proposed budget, or to the proposed levy of assessments, and all persons desiring to be heard in relation to any of the matters, whether as protestants or otherwise, have been fully heard and considered, and all such protests or objections are hereby overruled.

3. The assessments follow all laws pertaining to the levy of the annual assessment (Section 4 of Article XIIID of the California State Constitution, § 53753.5 of the Government Code of the State of California, Streets and Highways Code § 10000 *et seq*., and the Stockton Improvement Procedure Code). The assessments are levied

without regard to property valuation. The purpose of the assessments is the maintenance and operation of storm drainage facilities.

4. The City of Stockton hereby certifies that the special assessment(s), fee(s), or charges(s) listed below to be placed on the 2024-25 Secured Property Tax bill by the City of Stockton meets the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

5. The Report showing the 2024-25 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith be, and it is hereby adopted and approved as is the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

6. The assessments set forth in the Report of the annual amount of costs and expenses of the maintenance and operation of the improvements, upon the several subdivisions of land in the District in proportion to the estimated benefits to be received by said subdivisions, respectively, from the operation of said improvements and of the expenses incidental thereto, be, and the same is hereby approved and confirmed and the assessments as set forth in the Report are hereby levied.

7. The City Manager is hereby authorized to direct the Chief Financial Officer or his/her designee to enter the assessments on the 2024-25 tax roll for the parcels within the District as shown in the Report on file with the City Clerk.

8. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED: June 4, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC
Interim City Clerk of the City of Stockton

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING ANNUAL BUDGET AND CONFIRMING ASSESSMENTS FOR THE STOCKTON AIRPORT BUSINESS CENTER STORM DRAINAGE BASIN MAINTENANCE DISTRICT

On April 16, 2024, this Council adopted Resolution No. 2024-04-16-1212-01 preliminary approving the proposed budget for the Fiscal Year (FY) 2024-25 costs and expenses of the maintenance and operation of the improvements in the above District and of the incidental expenses in connection therewith, as more particularly described in the Resolution and appointed Tuesday, June 4, 2024, at 5:30 p.m., in the regular meeting place of said Council, Council Chambers, Stockton, California, as the time and place for the hearing of protests to the proposed budget for the District, and directed the City Clerk to give a notice of such public hearing as required by law; and

Notice of the public hearing was published in The Record, in the time, form, and manner required by law, as evidenced by the declaration on file with the City Clerk, whereupon the public hearing was duly and regularly held at the time and place stated in the notice; and

No persons interested, objecting to the FY 2024-25 Engineer's letter Report (the "Report"), the assessments, the proposed budget, or to the proposed method and proportion of assessment as shown in said Report, filed written protests with the City Clerk at or before the time set for the hearing, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the Report were fully heard and considered by this Council; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The owners of one-half of the area of the property to be assessed for the maintenance and operational costs did not at or prior to the time fixed for the hearing, file written protests to the proposed budget, or to the Report, or to the estimated benefit to the parcels within the District and of the proportional factors to be used to assess the annual costs and expenses of the maintenance and operation of the improvements.

2. All protests made either to the Report, the proposed budget, or to the proposed levy of assessments, and all persons desiring to be heard in relation to any of the matters, whether as protestants or otherwise, have been fully heard and considered, and all such protests or objections are hereby overruled.

3. The assessments follow all laws pertaining to the levy of the annual assessment (Section 4 of Article XIIID of the California State Constitution, § 53753.5 of the Government Code of the State of California, Streets and Highways Code § 10000 *et seq*., and the Stockton Improvement Procedure Code). The assessments are levied

without regard to property valuation. The purpose of the assessments is the maintenance and operation of storm drainage facilities.

4. The City of Stockton hereby certifies that the special assessment(s), fee(s), or charges(s) listed below to be placed on the 2024-25 Secured Property Tax bill by the City of Stockton meets the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

5. The Report showing the 2024-25 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith be, and it is hereby adopted and approved as is the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

6. The assessments set forth in the Report of the annual amount of costs and expenses of the maintenance and operation of the improvements, upon the several subdivisions of land in the District in proportion to the estimated benefits to be received by said subdivisions, respectively, from the operation of said improvements and of the expenses incidental thereto, be, and the same is hereby approved and confirmed and the assessments as set forth in the Report are hereby levied.

7. The City Manager is hereby authorized to direct the Chief Financial Officer or designee to enter the assessments on the 2024-25 tax roll for the parcels within the District as shown in the Report on file with the City Clerk.

8. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 4, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC
Interim City Clerk of the City of Stockton

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION ADOPTING ANNUAL BUDGET AND CONFIRMING ASSESSMENTS FOR THE WESTERN PACIFIC INDUSTRIAL PARK STORM DRAINAGE BASIN MAINTENANCE DISTRICT

On April 16, 2024, this Council adopted Resolution No. 2024-04-16-1212-06 preliminary approving the proposed budget for the Fiscal Year (FY) 2024-25 costs and expenses of the maintenance and operation of the improvements in the above District and of the incidental expenses in connection therewith, as more particularly described in the Resolution and appointed Tuesday, June 4, 2024, at 5:30 p.m., in the regular meeting place of said Council, Council Chambers, Stockton, California, as the time and place for the hearing of protests to the proposed budget for the District, and directed the City Clerk to give a notice of such public hearing as required by law; and

Notice of the public hearing was published in The Record, in the time, form, and manner required by law, as evidenced by the declaration on file with the City Clerk, whereupon the public hearing was duly and regularly held at the time and place stated in the notice; and

No persons interested, objecting to the FY 2024-25 Engineer's letter Report (the "Report"), the assessments, the proposed budget, or to the proposed method and proportion of assessment as shown in said Report, filed written protests with the City Clerk at or before the time set for the hearing, and all persons interested desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the Report were fully heard and considered by this Council; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The owners of one-half of the area of the property to be assessed for the maintenance and operational costs did not at or prior to the time fixed for the hearing, file written protests to the proposed budget, or to the Report, or to the estimated benefit to the parcels within the District and of the proportional factors to be used to assess the annual costs and expenses of the maintenance and operation of the improvements.

2. All protests made either to the Report, the proposed budget, or to the proposed levy of assessments, and all persons desiring to be heard in relation to any of the matters, whether as protestants or otherwise, have been fully heard and considered, and all such protests or objections are hereby overruled.

3. The assessments follow all laws pertaining to the levy of the annual assessment (Section 4 of Article XIIID of the California State Constitution, § 53753.5 of the Government Code of the State of California, Streets and Highways Code § 10000 *et*

seq., and the Stockton Improvement Procedure Code). The assessments are levied without regard to property valuation. The purpose of the assessments is the maintenance and operation of storm drainage facilities.

4. The City of Stockton hereby certifies that the special assessment(s), fee(s), or charges(s) listed below to be placed on the 2024-25 Secured Property Tax bill by the City of Stockton meets the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution

5. The Report showing the 2024-25 assessments and the adjusted drainage acres to be used in assessing the costs and expenses in connection therewith be, and it is hereby adopted and approved as is the method of assessment to be used to pay the costs and expenses of the maintenance and operation.

6. The assessments set forth in the Report of the annual amount of costs and expenses of the maintenance and operation of the improvements, upon the several subdivisions of land in the District in proportion to the estimated benefits to be received by said subdivisions, respectively, from the operation of said improvements and of the expenses incidental thereto, be, and the same is hereby approved and confirmed and the assessments as set forth in the Report are hereby levied.

7. The City Manager is hereby authorized to direct the Chief Financial Officer or designee to enter the assessments on the 2024-25 tax roll for the parcels within the District as shown in the Report on file with the City Clerk.

8. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 4, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHRINE ROLAND, CMC
Interim City Clerk of the City of Stockton

Stockton Storm Drainage Basin Maintenance Districts

Public Hearing for Fiscal Year 2024-2025 Assessments

Municipal Utilities Department

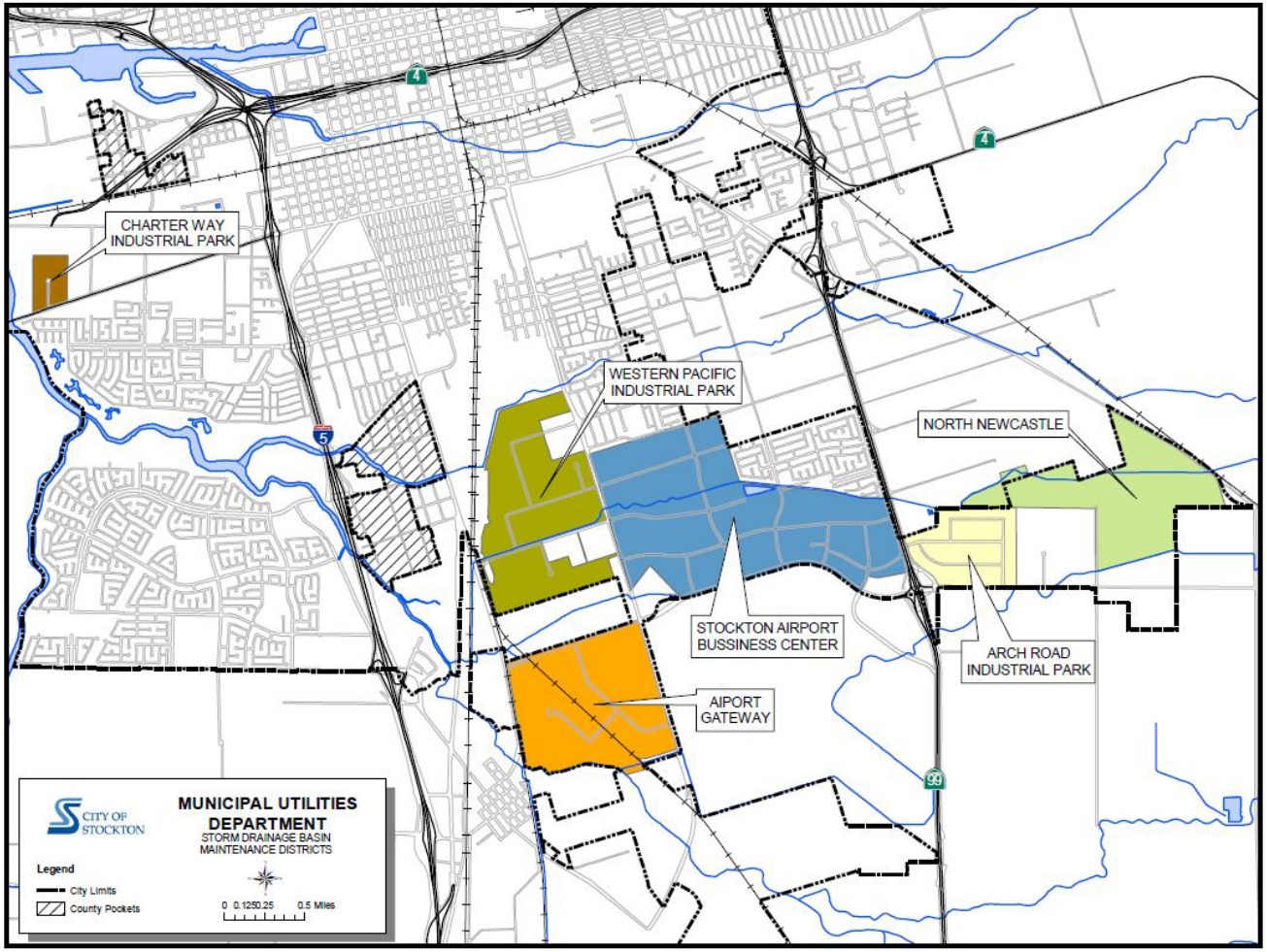
June 4, 2024

Agenda Item No. 16.5

Storm Drainage Basin Maintenance Districts

- Established to maintain the following six Districts:
  - Airport Gateway Center
  - Arch Road Industrial
  - Charter Way Industrial Site
  - North Newcastle
  - Stockton Airport Business Center
  - Western Pacific Industrial Park

Storm Drainage Basin Maintenance Districts



Storm Drainage Basin Maintenance Districts

- Each Year Council Adopts the Following:
  - Engineer's Reports.
  - Maximum Allowable Assessment.
  - Annual Budget/Actual Assessment.
- Maintenance and operation of stormwater quality (treatment) improvements.
- Assessment provides funding for:
  - Operation, maintenance and preparation of annual Engineer's reports & tax rolls; legal review; collection of assessments on San Joaquin County property taxes and City administration.

Maximum Allowable vs. Actual Assessments

- Original Engineer's Reports approved by landowner ballot – allows for annual Cost of Living Adjustment.
- Approves annual maximum allowable but collect only what is needed for anticipated operational costs.
- Allows for unanticipated emergencies – to collect only if necessary.

Annual Assessment

- Varies by District as a result of:
  - District size.
  - Number of parcels within District.
  - Basin to be maintained.
- Fiscal Year 2024-25 Maximum Allowable Adjustment: +3.0
  - Based on the greater of 3% or the annual San Francisco-Oakland-San Jose Consumer Price Index.
  - FY 2024-2025 Actual assessments are to increase the zone assessment amounts by 3% for Airport Gateway Center and only the annexed portions of the Stockton Airport Business Center Districts.

Fiscal Year 2024-2025 Proposed Total Assessments

District	Proposed Assessment	Proposed Budget	Maximum Allowable Assessment
Western Pacific Industrial	$17,319.58	$28,027.58*	$17,320.00
Charter Way Industrial Site	$12,999.98	$19,757.00*	$13,000.00
Arch Road Industrial Park	$17,372.44	$27,866.44*	$98,163.32
Airport Gateway Center	$32,704.66	$32,704.66	$122,278.92
Stockton Airport Business Center	$14,988.30	$31,098.78*	$45,006.37
North Newcastle	$72,680.84	$72,680.84	$88,845.54

*Proposed budgets that exceed the Proposed Assessment amounts will use Fund Balance Reserves from their respective Districts.

CITY OF STOCKTON
MUD
MUNICIPAL UTILITIES DEPARTMENT

Recommended Actions

- Overrule all public hearing protests.
- Approve & adopt Fiscal Year 2024-25 budgets for each Maintenance District.
- Confirm & levy assessment for each District.

File #: 24-0437, **Version:** 1

ADOPT THE BUDGET FOR THE FISCAL YEAR 2024-25 STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 96-2

RECOMMENDATION

This public hearing is to consider public comments and testimony regarding the Fiscal Year (FY) 2024-25 Stockton Consolidated Landscape Maintenance Assessment District No. 96-2 (Consolidated Landscape District) Annual Engineer's Report, budget, and levy of assessments.

After the public hearing, if owners of more than 50 percent of the area of assessable lands within the Consolidated Landscape District have not protested the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt a resolution to:

1. Overrule any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the Consolidated Landscape District in each zone.

2. Approve and adopt the Consolidated Landscape District's Annual Engineer's Report for the FY 2024-25 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.

3. Certify that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2024-25 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. Confirm that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the Consolidated Landscape District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2024-25. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for maintenance and operation of public parks and landscape improvements in public rights-of-way and public open spaces.

5. Authorize the City Manager or designee, on behalf of the City Clerk, to file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2024-25 tax roll for the parcels in the Consolidated Landscape District and each zone within the Consolidated Landscape District as set forth in the Annual Engineer's Report on file with the City Clerk.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

This public hearing is to consider public comments and testimony regarding the FY 2024-25 Consolidated Landscape District's Annual Engineer's Report, budget, and levy of assessments. The Landscaping and Lighting Act of 1972 (Act), under which the Consolidated Landscape District was formed, requires this public hearing and approval of the Annual Engineer's Report, budget, and levy of assessments. The FY 2024-25 Annual Engineer's Report for the Consolidated Landscape District, which contains the budget, assessment amounts, and description of improvements eligible to be maintained, is on file with the City Clerk and is available for online viewing at: http://www.stocktonca.gov/files/Consolidated_Landscape_Maintenance_Assessment_District_No-_96-2_Annual_Engineers_Report_FY24-2025.pdf <https://cms3.revize.com/revize/stockton/Documents/Services/Community/Recreation/Parks/Reports/COS%20LMD%20Engineers%20Report%20FY%2024-25%20Ver%202.pdf>

The Consolidated Landscape District levies assessments to fund maintenance of public parks, landscape improvements, and streetlights in public rights-of-way and public open spaces in 27 zones across the City. All funds generated from the assessments for each zone can only be used for specific work in that zone.

The assessments for seven zones of the Consolidated Landscape District are fixed and cannot be increased without approval by a majority of the property owners. For FY 2024-25, it is required and recommended the actual assessment, which is at the maximum, remain the same as FY 2023-24 for the seven zones with fixed assessments.

The assessment formula for the remaining 20 zones where assessments are levied provides an annual escalator to the maximum allowable assessment and adjusts the actual assessment. It is recommended that the FY 2024-25 maximum assessment be increased per the formula. It is further recommended that the actual FY 2024-25 assessment increase by up to 10.38 percent in the 20 zones that allow for an annual adjustment. This recommendation is a result of a comprehensive review and evaluation of current maintenance expenditures, long-term capital needs, available reserves, and rapid inflation.

The recommended resolution overrules any and all protests; approves and adopts the Consolidated Landscape District's Annual Engineer's Report for the FY 2024-25 containing the budget for each zone; confirms and levies the assessments for each zone as set forth in the Annual Engineer's Report; certifies that the assessments meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution; confirms that the assessments are in compliance with State of California Streets and Highways Code Section 22500, that the assessments are levied without regard to property valuation, and that the assessments are to fund maintenance of public parks, landscape improvements, and streetlights in public rights-of-way and public open spaces; authorizes and directs the City Manager or designee to execute all documents, including, but not limited to, agreements and amendments; and authorizes the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

All costs are funded by assessments levied on the properties in the zones of the Consolidated Landscape District.

DISCUSSION

Background

On February 26, 1996, Council adopted Resolution No. 96-0084 that consolidated the eight Landscape Maintenance Districts that existed at that time into a single Consolidated Landscape District. The City used the provisions of the Act to establish the original individual districts and the Consolidated Landscape District. The Act contains provisions for the City to form an assessment district, or annex territory to an existing district, for the maintenance and operation of improvements that impart a special benefit to an area. Though the title of the Act references landscaping and lighting, a district can be formed to maintain a variety of improvements. These improvements include but are not limited to landscaping, fountains, ornamental structures, public lighting (such as streetlights and traffic signals), walls, irrigation, parks, and park equipment. The Consolidated Landscape District provides for the maintenance of these types of improvements in certain subdivisions throughout the City.

The Consolidated Landscape District sets annual assessments, collected by the County with annual property taxes, on each taxable parcel contained within the Consolidated Landscape District. These annual assessments provide funding for maintenance of the improvements, parks, inspection, repair and replacement of improvements, and other associated administrative costs, including preparing an Annual Engineer's Report and assessment roll. The Annual Engineer's Report contains the Consolidated Landscape District's budget. The budget details the maintenance and administrative costs for all affected zones. The property owners are responsible for funding only those improvements within their zone.

The assessments are apportioned in a manner to distribute the amounts among all assessable parcels in proportion to the special benefit conferred on each parcel. Each year all properties are evaluated to determine if they meet the criteria to be assessed. A dwelling unit equivalent factor (dueF) is assigned to each parcel if they are to be assessed. The dueF is based on the parcel's use. A single-family residential lot is equivalent to one dueF. The dueF for other classifications of properties, such as multi-family or commercial, is determined by the Allocation of Costs and Method of Assessment Spread contained in the Annual Engineer's Report.

There are 34 zones in the Consolidated Landscape District. During FY 2023-24; no new zones were formed, and no new territory was annexed to any of the existing zones. Assessments are levied in 27 zones (Attachment A). Assessments are not levied in the remaining seven zones as there are no improvements to maintain.

Of the 27 zones where assessments are levied, seven of the zones (A-1 Weber/Sperry, A-2 Morada West, B-1 Long Park, B-2 Weston Ranch, B-3 Weston Park, C-1 Spanos East, and D-1 Bridgeport Trails) do not have a provision for an annual increase to the assessment. The assessment in these districts is at the same level as when the zones were originally formed in the early 1990's. Any increase in the annual assessment would have to be approved by a majority of the affected property owners. Consequently, not all of the current assessments collected are used for services. A portion of the current assessment collected is reserved to be able to afford future cost increases resulting from inflation.

Assessments in the remaining 20 zones were approved with an annual escalator. The escalator is the greater of 3.00 percent or the increase in the Consumer Price Index (CPI). The escalator allows the assessment, when necessary, to keep pace with inflation without having to go through the time and expense to ballot the property owners. The maximum allowable assessment annually adjusts by the CPI, while the actual assessment needed to cover a zone's expenses is determined based on the estimated expenses for the fiscal year. The annual increase in calendar year 2023 of the San Francisco-Oakland-Hayward All Urban CPI was 2.63 percent. Therefore, the maximum escalator that can be applied to the maximum allowable assessment for FY 2024-25 is 3.00 percent.

On April 16, 2024, Council adopted Resolution No. 2024-04-16-1218, which preliminarily approved and confirmed the FY 2024-25 Annual Engineer's Report, the proposed actual assessments, set a public hearing for June 4, 2024, and authorized the City Clerk to publish notice of the public hearing. The Annual Engineer's Report contains the budget, proposed assessment amounts, and a complete description of improvements eligible to be maintained. The Annual Engineer's Report is on file with the City Clerk.

Present Situation

A summary of the proposed FY 2024-25 budget for the Consolidated Landscape District (Attachment B) is contained within the Annual Engineer’s Report, which is on file with the City Clerk. It includes the proposed per dueF/single-family dwelling assessment for each zone where an assessment is proposed to be levied. The budgeted expenditures include contracted maintenance, utilities, administration, repair and replacement of plant material and infrastructure, allocation to the replacement reserve, and contingency. The budgeted revenues are from assessments of the property owners. For the zones that have a provision for an annual escalator, it is proposed that the maximum allowable assessment be increased by 3.00 percent and the actual assessment be increased by up to 10.38 percent. Refer to the Zones with Annual Escalator section of this report for the yearly comparison of the actual increase per zone.

The overall budget for FY 2024-25 is based on current expenditure projections and is approximately $6.772 million. This increase of approximately $842,176 from the FY 2023-24 budget is primarily attributable to an increase of several hundred single-family dwelling units from new home construction in the Cannery Park and Westlake Villages developments in northwest Stockton, which are Zones A-10 and C-6, as well as increases in park maintenance contract renewals. The anticipated cost increases across all budget line items are due to prior rapid inflation that is beginning to slow.

For FY 2024-25, it is recommended the assessment remain the same for the seven zones with fixed assessments. For the 20 zones where the assessment formula provides for an escalator, it is recommended that the maximum assessment be increased per the formula from the previous fiscal year. It is further recommended that the actual FY 2024-25 assessment increase by up to 10.38 percent in the 20 zones that allow for an annual adjustment. This recommendation is a result of a comprehensive review and evaluation of current maintenance expenditures, long-term capital needs, the Reserve for Continuing Appropriations fund balances, and prior FY rapid inflation.

The reserve funds have accumulated over a number of years to fund the eventual replacement of improvements such as turf, trees, shrubs, irrigation system components, masonry block and pre-cast concrete back-up walls, and park improvements such as park play equipment, picnic structures, and

bathroom buildings when those improvements reach the end of their service life. In zones where street lighting is an improvement whose maintenance is funded, the annual assessment is set at a rate to fund re-lamping and knock-down repairs/replacement as needed.

The comprehensive review and evaluation were completed by staff following the completion of a capital needs analysis by Siegfried Engineering, Inc. This combined effort analyzed current maintenance tasks, long-term capital replacement needs, and reserve fund balance for each zone. The analysis identified additional maintenance/service tasks that should be performed, quantified service life, and replacement estimates for the various improvements eligible to be funded by the Consolidated Landscape District. It is recommended the reserve amount be set aside each year. The recommended reserve set aside is based on the current amount that is in reserve, the appropriate reserve balance for each zone (this number changes as the zone ages), and the recommended adjustment to each zone's assessment to reach those levels (Attachment C).

Zones with Fixed Assessments

Zones A-1, A-2, B-1, B-2, B-3, C-1, and D-1 do not have a provision for an annual increase to the maximum allowable assessment. Any increase in the annual assessment in these zones would have to be approved by a majority of the affected property owners. In these seven zones, there is a request for an appropriation from the reserve to balance each zone's budget. Each zone's budget anticipates contracted costs such as routine scheduled maintenance service and utilities and includes eventual but unscheduled expenditures such as wall repairs. If the eventual but unscheduled expenditure were not budgeted, a mid-year appropriation requiring City Council action would have to be processed. To avoid a mid-year appropriation, funds for this type of eventual but unscheduled expenditure are budgeted. If the funds are not used, they are returned to the zone at the end of the fiscal year and are available for the next year. An appropriation from the reserve is the only way to balance the budget and efficiently provide for these types of eventual but unscheduled expenditures. Ultimately, given increases in costs in future years, the reserves in each of the seven zones will be depleted. The zones will become unable to fund maintenance at the level currently provided. Current projections are that the reserves in Zones B-1, B-2, B-3, and D-1 will be adequate to continue the current service levels for the next five years.

Reserves in Zones A-1, A-2, and C-1 are insufficient to continue appropriating funds at prior-year levels without the zones falling into insolvency within the next two years. It is recommended that these three zones cease funding wall repairs. All walls are a development requirement and are constructed on private property. Stockton Municipal Code Section 8.36.040.D obligates the property owner to repair any wall constructed as a condition of development.

The following continued actions from the prior FY are further recommended:

- Zone A-1 - Reduce the frequency of landscape maintenance services and irrigation. Water for irrigating the East Bay Municipal Utilities District property between Lorraine Avenue and West Lane is approximately 22 percent of the total proposed Zone A-1 Budget.

- Zone C-1 - A reduction in maintenance services is necessary without alternative funding. When Zone C-1 was originally formed, the budget was set based on maintaining only the street landscaping installed with the development. Baxter Park's maintenance cost was added

to Zone C-1 in 1997 without an increase in the existing assessment. Annually increasing park maintenance costs are taking a larger percentage of the budget and requiring an ever-increasing appropriation from the reserve. If appropriations continue at the previous year's magnitude, Zone C-1 will be insolvent in three years.

The table below shows the FY 2023-24 actual assessment, the recommended FY 2024-25 actual assessment, and what the per dueF assessment would be for budgeted expenditures. The 'Cost per dueF for Budgeted Expenditures' does not include an amount to capitalize a replacement reserve or fund replacement of larger expense items such as extensive landscape rehabilitation or booster pump replacement.

Zone	FY 2023-24 Actual (Fixed)	FY 2024-25 Actual (Fixed)	Cost per dueF for Budgeted Expenditures
A-1	$46.90	$46.90	$102.28
A-2	$79.88	$79.88	$109.49
B-1	$84.00	$84.00	$157.70
B-2	$117.82	$117.82	$257.53
B-3	$24.00	$24.00	$38.57
C-1	$119.24	$119.24	$167.05
D-1	$85.00	$85.00	$193.25

<u>Zones with an Annual Escalator</u>

It is recommended that the actual FY 2024-25 assessment increase by up to 10.38 percent in the 20 zones that allow for an annual adjustment. This recommendation is a result of a comprehensive review and evaluation of current maintenance expenditures, long-term capital needs, the Reserve for Continuing Appropriations fund balances, and rapid inflation. The recommended budget includes an appropriation from the reserves to fully fund each zone's operating budget. The table below shows the FY 2023-24 actual assessment, the recommended FY 2024-25 actual assessment, and the FY 2024-25 maximum assessment. The percentage increase is not a uniform 10.38 percent due to rounding and truncating required to obtain an assessment divisible by two. In addition, Zones B-4 and C-2 are less than 10.38 percent so their actual assessments do not exceed the maximum allowable assessment.

Zone	FY 2023-24 Actual	FY 2024-25 Actual	Dollar Difference	Percentage Difference	FY 2024-25 Maximum
A-3	$289.96	$319.24	$29.28	10.10%	$ 321.03
A-4	$196.44	$216.28	$19.84	10.10%	$ 313.72
A-5	$630.38	$694.04	$63.66	10.10%	$1,740.62
A-6	$336.74	$370.74	$34.00	10.10%	$ 748.22
A-7	$114.36	$125.90	$11.54	10.09%	$ 915.70
A-10	$173.44	$191.14	$17.70	10.21%	$ 488.30
B-4	$111.14	$115.86	$ 4.72	4.25%	$ 115.87
B-5	$ 86.60	$ 95.34	$ 8.74	10.09%	$ 219.59
C-2	$279.18	$292.86	$13.68	4.90%	$ 292.87
C-3	$162.74	$179.16	$16.42	10.09%	$ 252.19

C-4	$ 89.84	$ 98.90	$ 9.06	10.08%	$ 333.92
C-6	$105.40	$116.34	$10.94	10.38%	$ 232.38
C-7/7A	$382.86	$421.50	$38.64	10.09%	$ 545.90
D-3	$246.14	$271.00	$24.86	10.10%	$ 305.04
D-4	$131.56	$144.84	$13.28	10.09%	$1,453.12
D-6	$ 13.48	$ 14.84	$ 1.36	10.09%	$ 593.64
E-1	$226.00	$248.82	$22.82	10.10%	$ 277.36
E-3	$429.80	$473.20	$43.40	10.10%	$ 995.95
E-4	$ 13.26	$ 14.58	$ 1.32	9.95%	$ 353.60
E-5	$137.50	$151.38	$13.88	10.09%	$ 613.60

The FY 2024-25 Annual Engineer's Report for the Consolidated Landscape District, which contains the budget, assessment amounts, and a description of improvements eligible to be maintained, is on file with the City Clerk. The assessments fund maintenance of over four million square feet of street landscaping, 68 acres of open space, 42 miles of back-up walls, 10.5 miles of bicycle/pedestrian paths, and 12 parks totaling over 114 acres. A brief summary of the improvements eligible to be maintained by each zone and the proposed actual assessment and proposed maximum assessment per dueF for each zone is contained in Attachment C.

After the public hearing, if owners of more than 50 percent of the area of assessable lands within the Consolidated Landscape District have not protested the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt a resolution to:

1. Overrule any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the Consolidated Landscape District in each zone.

2. Approve and adopt the Consolidated Landscape District's Annual Engineer's Report for the FY 2024-25 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.

3. Certify that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2024-25 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. Confirm that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the Consolidated Landscape District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2024-25. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for maintenance and operation of public parks and landscape improvements in public rights-of-way and public open spaces.

5. Authorize the City Manager or designee, on behalf of the City Clerk, to file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2024-25 tax roll for the parcels in the Consolidated Landscape District and each zone within the Consolidated Landscape District as set forth in the Annual Engineer's Report on file with the City Clerk.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Financial Health of Zones

Later this year, staff will prepare a workplan to address zone shortfalls with deliberate rate escalators to provide gain in fund reserves over the next five years. As noted previously, several zones, either with fixed assessments or annual escalators, are on track for becoming insolvent. In some cases, special benefits are no longer being provided, and fund reserves have sustained their respective operation. To implement this future workplan, the City will need to seek approval through the constitutional mandates of the Proposition 218 election process.

Public Notification

Notice of the Public Hearing was published in The Record on May 23, 2024. The notice is required to be published a minimum of 10 days prior to the public hearing.

FINANCIAL SUMMARY

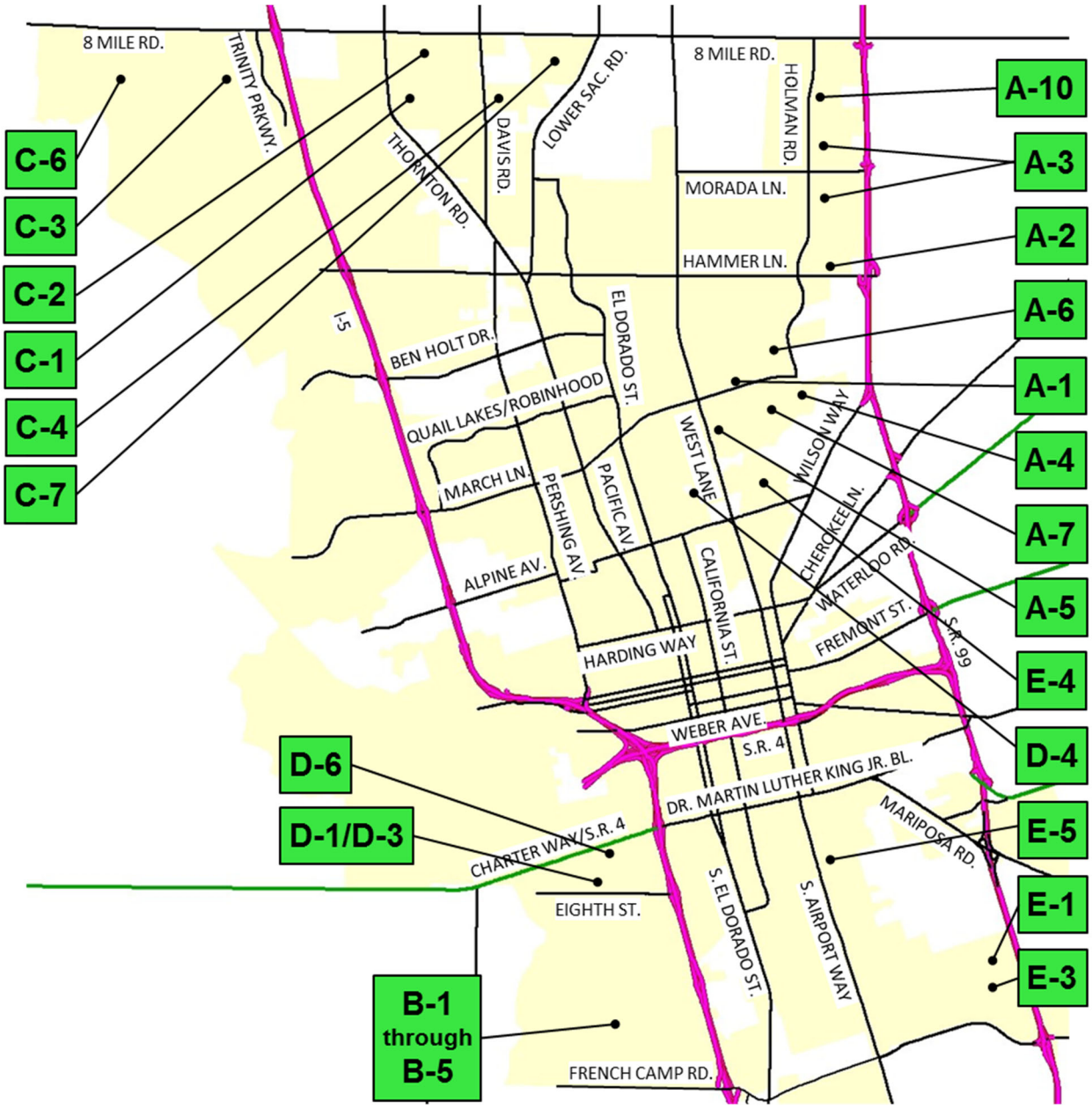
Total Proposed FY 2024-25 Assessments	$4,606,401
Total Proposed FY 2024-25 Appropriation from Reserves	$2,165,984
TOTAL PROPOSED FY 2024-25 BUDGET	$6,772,385
TOTAL CURRENT FY 2023-24 BUDGET	$5,930,221
INCREASE/(DECREASE)	$842,164

The requested appropriation from the reserves will leave an estimated $10,639,632.81 in total reserve funds available for future programming. The reserve analysis recommends that there should be a total of $20,048,719.19 in reserve. Additional details for all zones are included in Attachment C.

The cost shortfall for Baxter Park of $24,400 may be budgeted in the Parks Operating fund through the annual budgeting process; otherwise, maintenance services at Baxter Park may be reduced accordingly. Otherwise, the City makes no financial contribution to the Consolidated Landscape District. All fees, costs, and expenses, including staff costs, are paid from the proceeds of the annual assessments to be levied.

Attachment A - Vicinity Map
Attachment B - Proposed FY 2024-25 Budget
Attachment C - Summary of Zones

STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 96-2



Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6907 WEBER SPERRY A-1	072-6913 MORADA WEST A-2
MAINTENANCE, REPAIRS AND UTILITIES				
Landscape and Open Spaces				
Contracted Scheduled Landscape and Open Spaces Services				
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**59,724.00**	**2,591.00**
Incidental Services			-	-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**4,045.00**	**128.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**63,769.00**	**2,719.00**
Landscape and Open Spaces Utilities			-	-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**31,298.00**	**950.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**95,067.00**	**3,669.00**
Walls/Signs/Bridge Railings			-	-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**-**	**-**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	2,526.00	316.00
Parks			-	-
Contracted Scheduled Park Services			-	-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**-**	**-**
Incidental Parks Services			-	-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**-**	**-**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**-**	**-**
Parks Utilities			-	-
TOTAL PARKS UTILITIES	**$604,711.00**		**-**	**-**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**-**	**-**
Materials and Supplies			-	-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**795.00**	**138.00**
Street Lights			-	-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		-	-
Street Light Utilities			-	-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		-	-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**-**	**-**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**98,388.00**	**4,123.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	4,920.00	413.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	-	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**103,308.00**	**4,536.00**
REPLACEMENT RESERVE			**-**	**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	-	-
Replacement Reserve: Park	$48,836.00	590.20-25	-	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**-**	**-**
DISTRICT ADMINISTRATION			-	-
Subtotal District Administration Expenses	**$1,180,136.00**		**30,627.00**	**5,033.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	1,532.00	504.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**32,159.00**	**5,537.00**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**135,467.00**	**10,073.00**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		73,349.82	2,724.04
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**62,117.18**	**7,348.96**
Increase in Overall Budget			**0.00%**	**0.00%**

2024-2025 Proposed Potential per dueF Assessment	**$46.90**	**$79.88**
2024-2025 Max. Possible per dueF Assessment	$46.90	$79.88
2024-2025 Total dueF	1324.46	92.40

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6915 LA MORADA A-3	072-6914 BLOSSOM RANCH A-4
MAINTENANCE, REPAIRS AND UTILITIES				
Landscape and Open Spaces				
Contracted Scheduled Landscape and Open Spaces Services				
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**240,890.50**	**6,693.00**
Incidental Services			-	-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**75,292.00**	**6,505.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**316,182.50**	**13,198.00**
Landscape and Open Spaces Utilities			-	-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**155,223.00**	**10,982.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**471,405.50**	**24,180.00**
Walls/Signs/Bridge Railings			-	-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**83,291.00**	**25,240.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	6,310.00	632.00
Parks			-	-
Contracted Scheduled Park Services			-	-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**94,155.84**	**16,421.27**
Incidental Parks Services			-	-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**45,534.00**	**9,375.00**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**139,689.84**	**25,796.27**
Parks Utilities			-	-
TOTAL PARKS UTILITIES	**$604,711.00**		**47,867.00**	**12,690.00**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	2,964.00	494.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**190,520.84**	**38,980.27**
Materials and Supplies			-	-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**9,184.00**	**1,250.00**
Street Lights			-	-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		-	-
Street Light Utilities			-	-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		-	-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**-**	**-**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**760,711.34**	**90,282.27**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	76,072.00	8,126.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	-	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**836,783.34**	**98,408.27**
REPLACEMENT RESERVE			**-**	**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	86,584.00	-
Replacement Reserve: Park	$48,836.00	590.20-25	32,294.00	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**118,877.00**	**-**
DISTRICT ADMINISTRATION			-	-
Subtotal District Administration Expenses	**$1,180,136.00**		**169,530.00**	**22,397.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	14,826.68	2,015.84
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**184,356.68**	**24,412.84**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**1,140,017.02**	**122,821.11**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		49,786.88	43,878.91
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**1,090,230.14**	**78,942.20**
Increase in Overall Budget			**10.10%**	**10.10%**

2024-2025 Proposed Potential per dueF Assessment	**$319.24**	**$216.28**
2024-2025 Max. Possible per dueF Assessment	$321.03	$313.72
2024-2025 Total dueF	3415.08	366.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6922 WEBER WOODS A-5	072-6923 BLOSSOM CAMERA/ SPERRY A-6
MAINTENANCE, REPAIRS AND UTILITIES				
Landscape and Open Spaces				
Contracted Scheduled Landscape and Open Spaces Services				
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**1,204.00**	**31,931.00**
Incidental Services			-	-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**3,604.00**	**12,883.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**4,808.00**	**44,814.00**
Landscape and Open Spaces Utilities			-	-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**2,370.00**	**25,872.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**7,178.00**	**70,686.00**
Walls/Signs/Bridge Railings			-	-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**18,930.00**	**26,504.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	316.00	12,620.00
Parks			-	-
Contracted Scheduled Park Services			-	-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**-**	**30,697.16**
Incidental Parks Services			-	-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**-**	**18,144.00**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**-**	**48,841.16**
Parks Utilities			-	-
TOTAL PARKS UTILITIES	**$604,711.00**		**-**	**43,542.00**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	-	1,446.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**-**	**93,829.16**
Materials and Supplies			-	-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**357.00**	**2,168.00**
Street Lights			-	-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		-	-
Street Light Utilities			-	-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		-	-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**-**	**-**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**26,781.00**	**205,807.16**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	2,411.00	20,581.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	-	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**29,192.00**	**226,388.16**
REPLACEMENT RESERVE			**-**	**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	-	-
Replacement Reserve: Park	$48,836.00	590.20-25	-	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**-**	**-**
DISTRICT ADMINISTRATION			-	-
Subtotal District Administration Expenses	**$1,180,136.00**		**9,512.00**	**50,569.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	856.71	3,640.20
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**10,368.71**	**54,209.20**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**39,560.71**	**280,597.36**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		27,762.03	11,807.86
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**11,798.68**	**268,789.50**
Increase in Overall Budget			**10.10%**	**10.10%**

2024-2025 Proposed Potential per dueF Assessment	**$694.04**	**$370.74**
2024-2025 Max. Possible per dueF Assessment	$1,740.62	$748.22
2024-2025 Total dueF	17.00	27.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6929 HUNTER RIDGE A-7	072-6930 CANNERY PARK A-10
MAINTENANCE, REPAIRS AND UTILITIES				
Landscape and Open Spaces				
Contracted Scheduled Landscape and Open Spaces Services				
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**30,043.00**	**26,896.00**
Incidental Services			-	-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**11,719.00**	**4,920.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**41,762.00**	**31,816.00**
Landscape and Open Spaces Utilities			-	-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**20,196.00**	**9,783.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**61,958.00**	**41,599.00**
Walls/Signs/Bridge Railings			-	-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**26,504.00**	**18,930.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	9,466.00	1,264.00
Parks			-	-
Contracted Scheduled Park Services			-	-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**31,550.96**	**26,000.00**
Incidental Parks Services			-	-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**13,224.00**	**-**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**44,774.96**	**26,000.00**
Parks Utilities			-	-
TOTAL PARKS UTILITIES	**$604,711.00**		**24,742.00**	**-**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	954.00	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**70,470.96**	**26,000.00**
Materials and Supplies			-	-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**2,133.00**	**733.00**
Street Lights			-	-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		17,416.00	17,416.00
Street Light Utilities			-	-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		2,274.00	7,825.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**19,690.00**	**25,241.00**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**190,221.96**	**113,767.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	17,120.00	10,240.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	-	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**207,341.96**	**124,007.00**
REPLACEMENT RESERVE			**-**	**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	-	-
Replacement Reserve: Park	$48,836.00	590.20-25	-	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**-**	**-**
DISTRICT ADMINISTRATION			-	-
Subtotal District Administration Expenses	**$1,180,136.00**		**45,118.00**	**20,415.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	4,057.20	3,614.32
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**49,175.20**	**24,029.32**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**256,517.16**	**148,036.32**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		167,757.66	(39,663.16)
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**88,759.50**	**187,699.48**
Increase in Overall Budget			**10.09%**	**10.09%**

2024-2025 Proposed Potential per dueF Assessment	**$125.90**	**$191.14**
2024-2025 Max. Possible per dueF Assessment	$915.70	$488.30
2024-2025 Total dueF	705.00	982.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025

	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6910 WM LONG PARK
			B-1
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**-**
Incidental Services			-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**-**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**-**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**-**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**-**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**-**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	-
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**69,051.56**
Incidental Parks Services			-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**28,791.00**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**97,842.56**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$604,711.00**		**19,600.00**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	2,025.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**119,467.56**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**1,707.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		-
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**-**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**121,174.56**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	10,906.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**132,080.56**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	-
Replacement Reserve: Park	$48,836.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,180,136.00**		**38,121.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	3,431.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**41,552.00**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**173,632.56**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		81,148.56
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**92,484.00**
Increase in Overall Budget			**0.00%**

2024-2025 Proposed Potential per dueF Assessment	**$84.00**
2024-2025 Max. Possible per dueF Assessment	$84.00
2024-2025 Total dueF	1101.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6906 WESTON RANCH B-2	072-6909 PAUL E. WESTON PARK B-3
MAINTENANCE, REPAIRS AND UTILITIES				
Landscape and Open Spaces				
Contracted Scheduled Landscape and Open Spaces Services				
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**317,610.50**	**-**
Incidental Services			-	-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**80,869.00**	**-**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**398,479.50**	**-**
Landscape and Open Spaces Utilities			-	-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**425,280.00**	**-**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**823,759.50**	**-**
Walls/Signs/Bridge Railings			-	-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**67,517.00**	**-**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	6,310.00	-
Parks			-	-
Contracted Scheduled Park Services			-	-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**77,078.68**	**71,396.68**
Incidental Parks Services			-	-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**19,660.00**	**3,220.00**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**96,738.68**	**74,616.68**
Parks Utilities			-	-
TOTAL PARKS UTILITIES	**$604,711.00**		**53,955.00**	**53,956.00**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	3,727.00	3,327.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**154,420.68**	**131,899.68**
Materials and Supplies			-	-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**10,859.00**	**141.00**
Street Lights			-	-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		-	-
Street Light Utilities			-	-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		-	-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**-**	**-**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**1,062,866.18**	**132,040.68**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	95,658.00	10,564.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	-	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**1,158,524.18**	**142,604.68**
REPLACEMENT RESERVE			**-**	**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	-	-
Replacement Reserve: Park	$48,836.00	590.20-25	-	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**-**	**-**
DISTRICT ADMINISTRATION			-	-
Subtotal District Administration Expenses	**$1,180,136.00**		**235,821.00**	**37,909.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	21,224.00	3,412.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**257,045.00**	**41,321.00**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**1,415,569.18**	**183,925.68**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		767,932.78	69,497.82
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**647,636.40**	**114,427.86**
Increase in Overall Budget			**0.00%**	**0.00%**

2024-2025 Proposed Potential per dueF Assessment	**$117.82**	**$24.00**
2024-2025 Max. Possible per dueF Assessment	$117.82	$24.00
2024-2025 Total dueF	5496.83	[illegible].83

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6918 SMITH PARK B-4	072-6919 FRENCH CAMP ROAD FENCE B-5
MAINTENANCE, REPAIRS AND UTILITIES				
Landscape and Open Spaces				
Contracted Scheduled Landscape and Open Spaces Services				
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**-**	**-**
Incidental Services			-	-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**-**	**-**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**-**	**-**
Landscape and Open Spaces Utilities			-	-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**-**	**-**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**-**	**-**
Walls/Signs/Bridge Railings			-	-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**-**	**75,718.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	-	6,310.00
Parks			-	-
Contracted Scheduled Park Services			-	-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**30,518.16**	**-**
Incidental Parks Services			-	-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**21,509.00**	**-**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**52,027.16**	**-**
Parks Utilities			-	-
TOTAL PARKS UTILITIES	**$604,711.00**		**32,060.00**	**-**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	1,446.00	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**85,533.16**	**-**
Materials and Supplies			-	-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**868.00**	**122.00**
Street Lights			-	-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		-	-
Street Light Utilities			-	-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		-	-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**-**	**-**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**86,401.16**	**82,150.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	8,641.00	8,215.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	-	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**95,042.16**	**90,365.00**
REPLACEMENT RESERVE			**-**	**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	-	-
Replacement Reserve: Park	$48,836.00	590.20-25	16,542.00	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**16,542.00**	**-**
DISTRICT ADMINISTRATION			-	-
Subtotal District Administration Expenses	**$1,180,136.00**		**25,040.00**	**24,643.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	2,419.96	2,208.10
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**27,459.96**	**26,851.10**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**139,044.12**	**117,216.10**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		21,214.50	63,349.00
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**117,829.62**	**53,867.10**
Increase in Overall Budget			**4.25%**	**10.09%**

2024-2025 Proposed Potential per dueF Assessment	**$115.86**	**$95.34**
2024-2025 Max. Possible per dueF Assessment	$115.87	$219.59
2024-2025 Total dueF	1017.00	563.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6908 SPANOS EAST C-1	072-6916 NORTH STOCKTON PROJECTS C-2
MAINTENANCE, REPAIRS AND UTILITIES				
Landscape and Open Spaces				
Contracted Scheduled Landscape and Open Spaces Services				
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**22,717.00**	**58,625.00**
Incidental Services			-	-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**6,129.00**	**65,577.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**28,846.00**	**124,202.00**
Landscape and Open Spaces Utilities			-	-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**37,546.00**	**74,458.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**66,392.00**	**198,660.00**
Walls/Signs/Bridge Railings			-	-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**-**	**28,019.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	632.00	2,526.00
Parks			-	-
Contracted Scheduled Park Services			-	-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**-**	**34,354.30**
Incidental Parks Services			-	-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**-**	**16,568.00**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**-**	**50,922.30**
Parks Utilities			-	-
TOTAL PARKS UTILITIES	**$604,711.00**		**-**	**39,524.00**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	744.00	1,890.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**744.00**	**92,336.30**
Materials and Supplies			-	-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**788.00**	**4,648.00**
Street Lights			-	-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		-	17,038.00
Street Light Utilities			-	-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		-	14,514.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**-**	**31,552.00**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**68,556.00**	**357,741.30**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	4,799.00	35,775.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	-	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**73,355.00**	**393,516.30**
REPLACEMENT RESERVE			**-**	**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	-	9,338.00
Replacement Reserve: Park	$48,836.00	590.20-25	-	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**-**	**9,338.00**
DISTRICT ADMINISTRATION			-	-
Subtotal District Administration Expenses	**$1,180,136.00**		**22,149.00**	**86,511.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	1,551.00	8,276.50
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**23,700.00**	**94,787.50**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**97,055.00**	**497,641.80**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		27,776.56	33,745.70
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**69,278.44**	**463,896.10**
Increase in Overall Budget			**0.00%**	**4.90%**

2024-2025 Proposed Potential per dueF Assessment	**$119.24**	**$292.86**
2024-2025 Max. Possible per dueF Assessment	$119.24	$292.87
2024-2025 Total dueF	581.00	1,584.02

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6917 SPANOS WEST C-3	072-6924 FAIRWAY GREENS C-4
MAINTENANCE, REPAIRS AND UTILITIES				
Landscape and Open Spaces				
Contracted Scheduled Landscape and Open Spaces Services				
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**1,642.00**	**3,161.00**
Incidental Services			-	-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**-**	**3,004.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**1,642.00**	**6,165.00**
Landscape and Open Spaces Utilities			-	-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**-**	**2,717.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**1,642.00**	**8,882.00**
Walls/Signs/Bridge Railings			-	-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**-**	**18,930.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	-	948.00
Parks			-	-
Contracted Scheduled Park Services			-	-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**130,619.92**	**-**
Incidental Parks Services			-	-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**73,274.00**	**-**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**203,893.92**	**-**
Parks Utilities			-	-
TOTAL PARKS UTILITIES	**$604,711.00**		**147,656.00**	**-**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	6,416.00	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**357,965.92**	**-**
Materials and Supplies			-	-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**4,483.00**	**426.00**
Street Lights			-	-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		-	-
Street Light Utilities			-	-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		-	-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**-**	**-**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**364,090.92**	**29,186.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	32,769.00	2,919.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	-	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**396,859.92**	**32,105.00**
REPLACEMENT RESERVE			**-**	**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	-	-
Replacement Reserve: Park	$48,836.00	590.20-25	-	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**-**	**-**
DISTRICT ADMINISTRATION			-	-
Subtotal District Administration Expenses	**$1,180,136.00**		**80,532.00**	**11,007.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	7,216.22	1,100.06
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**87,748.22**	**12,107.06**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**484,608.14**	**44,212.06**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		137,181.28	24,728.76
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**347,426.86**	**19,483.30**
Increase in Overall Budget			**10.09%**	**10.08%**

2024-2025 Proposed Potential per dueF Assessment	**$179.16**	**$98.90**
2024-2025 Max. Possible per dueF Assessment	$252.19	$333.92
2024-2025 Total dueF	1939.20	[illegible]

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025

	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6931 WESTLAKE VILLAGES C-6
MAINTENANCE, REPAIRS AND UTILITIES			
Landscape and Open Spaces			
Contracted Scheduled Landscape and Open Spaces Services			
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**26,356.52**
Incidental Services			-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**-**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**26,356.52**
Landscape and Open Spaces Utilities			-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**-**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**26,356.52**
Walls/Signs/Bridge Railings			-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**-**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	-
Parks			-
Contracted Scheduled Park Services			-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**60,000.00**
Incidental Parks Services			-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**-**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**60,000.00**
Parks Utilities			-
TOTAL PARKS UTILITIES	**$604,711.00**		**-**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**60,000.00**
Materials and Supplies			-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**602.00**
Street Lights			-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		31,550.00
Street Light Utilities			-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		29,026.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**60,576.00**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**147,534.52**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	14,754.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**162,288.52**
REPLACEMENT RESERVE			**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	-
Replacement Reserve: Park	$48,836.00	590.20-25	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**-**
DISTRICT ADMINISTRATION			-
Subtotal District Administration Expenses	**$1,180,136.00**		**20,234.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	1,822.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**22,056.00**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**184,344.52**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		55,090.78
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**129,253.74**
Increase in Overall Budget			**10.08%**

2024-2025 Proposed Potential per dueF Assessment	**$116.34**
2024-2025 Max. Possible per dueF Assessment	$232.38
2024-2025 Total dueF	1111.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6932 NSP III C-7/Pitts Park	072-6932 NSP III Sub-Zone A
MAINTENANCE, REPAIRS AND UTILITIES				
Landscape and Open Spaces				
Contracted Scheduled Landscape and Open Spaces Services				
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**-**	**11,489.00**
Incidental Services			-	-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**-**	**6,199.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**-**	**17,688.00**
Landscape and Open Spaces Utilities			-	-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**-**	**15,777.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**-**	**33,465.00**
Walls/Signs/Bridge Railings			-	-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**-**	**18,930.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	-	5,049.00
Parks			-	-
Contracted Scheduled Park Services			-	-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**64,343.76**	**-**
Incidental Parks Services			-	-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**21,109.00**	**-**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**85,452.76**	**-**
Parks Utilities			-	-
TOTAL PARKS UTILITIES	**$604,711.00**		**62,220.00**	**-**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	2,892.00	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**150,564.76**	**-**
Materials and Supplies			-	-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**1,441.00**	**1,001.00**
Street Lights			-	-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		-	16,659.00
Street Light Utilities			-	-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		-	7,825.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**-**	**24,484.00**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**152,005.76**	**82,929.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	15,201.00	8,293.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	-	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**167,206.76**	**91,222.00**
REPLACEMENT RESERVE			**-**	**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	-	-
Replacement Reserve: Park	$48,836.00	590.20-25	-	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**-**	**-**
DISTRICT ADMINISTRATION			-	-
Subtotal District Administration Expenses	**$1,180,136.00**		**32,237.00**	**20,428.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	5,741.02	1,839.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**37,978.02**	**22,267.00**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**205,184.78**	**113,489.00**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		25,713.32	49,283.76
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**179,471.46**	**64,205.24**
Increase in Overall Budget			**10.10%**	**10.09%**

2024-2025 Proposed Potential per dueF Assessment	**$230.98**	**$190.52**
2024-2025 Max. Possible per dueF Assessment	$259.42	$286.48
2024-2025 Total dueF	777.00	382.50

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6911 BRIDGEPORT TRAILS D-1	072-6920 BRIDGEPORT TRAILS 4&5 D-3
MAINTENANCE, REPAIRS AND UTILITIES				
Landscape and Open Spaces				
Contracted Scheduled Landscape and Open Spaces Services				
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**6,818.00**	**4,548.00**
Incidental Services			-	-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**6,476.00**	**5,532.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**13,294.00**	**10,080.00**
Landscape and Open Spaces Utilities			-	-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**6,188.00**	**9,784.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**19,482.00**	**19,864.00**
Walls/Signs/Bridge Railings			-	-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**19,562.00**	**18,930.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	1,894.00	1,894.00
Parks			-	-
Contracted Scheduled Park Services			-	-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**-**	**-**
Incidental Parks Services			-	-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**-**	**-**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**-**	**-**
Parks Utilities			-	-
TOTAL PARKS UTILITIES	**$604,711.00**		**-**	**-**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**-**	**-**
Materials and Supplies			-	-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**695.00**	**569.00**
Street Lights			-	-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		-	-
Street Light Utilities			-	-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		-	-
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**-**	**-**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**41,633.00**	**41,257.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	4,164.00	4,126.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	-	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**45,797.00**	**45,383.00**
REPLACEMENT RESERVE			**-**	**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	-	-
Replacement Reserve: Park	$48,836.00	590.20-25	-	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**-**	**-**
DISTRICT ADMINISTRATION			-	-
Subtotal District Administration Expenses	**$1,180,136.00**		**14,359.00**	**13,669.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	1,293.00	1,366.86
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**15,652.00**	**15,035.86**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**61,449.00**	**60,418.86**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		34,419.00	10,554.86
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**27,030.00**	**49,864.00**
Increase in Overall Budget			**0.00%**	**10.10%**

2024-2025 Proposed Potential per dueF Assessment	**$85.00**	**$271.00**
2024-2025 Max. Possible per dueF Assessment	$85.00	$305.04
2024-2025 Total dueF	318.00	1,184.00

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6925 CALAVERAS ESTATES D-4	072-6933 MOSS GARDEN D-6
MAINTENANCE, REPAIRS AND UTILITIES				
Landscape and Open Spaces				
Contracted Scheduled Landscape and Open Spaces Services				
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**-**	**9,848.00**
Incidental Services			-	-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**-**	**9,051.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**-**	**18,899.00**
Landscape and Open Spaces Utilities			-	-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**-**	**21,331.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**-**	**40,230.00**
Walls/Signs/Bridge Railings			-	-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**18,930.00**	**-**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	3,156.00	-
Parks			-	-
Contracted Scheduled Park Services			-	-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**-**	**-**
Incidental Parks Services			-	-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**-**	**-**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**-**	**-**
Parks Utilities			-	-
TOTAL PARKS UTILITIES	**$604,711.00**		**-**	**-**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**-**	**-**
Materials and Supplies			-	-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**692.00**	**718.00**
Street Lights			-	-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		15,523.00	15,523.00
Street Light Utilities			-	-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		1,326.00	1,390.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**16,849.00**	**16,913.00**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**39,627.00**	**57,861.00**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	3,963.00	5,787.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	-	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**43,590.00**	**63,648.00**
REPLACEMENT RESERVE			**-**	**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	-	-
Replacement Reserve: Park	$48,836.00	590.20-25	-	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**-**	**-**
DISTRICT ADMINISTRATION			-	-
Subtotal District Administration Expenses	**$1,180,136.00**		**12,848.00**	**18,370.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	1,157.00	1,654.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**14,005.00**	**20,024.00**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**57,595.00**	**83,672.00**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		38,476.12	78,111.54
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**19,118.88**	**5,560.46**
Increase in Overall Budget			**10.09%**	**10.09%**

2024-2025 Proposed Potential per dueF Assessment	**$144.84**	**$14.84**
2024-2025 Max. Possible per dueF Assessment	$1,453.12	$593.64
2024-2025 Total dueF	132.00	34.69

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025

	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6912 LITTLE JOHN CREEK E-1	072-6926 SEABREEZE E-3
MAINTENANCE, REPAIRS AND UTILITIES				
Landscape and Open Spaces				
Contracted Scheduled Landscape and Open Spaces Services				
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**15,936.00**	**27,642.00**
Incidental Services			-	-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**8,039.00**	**12,723.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**23,975.00**	**40,365.00**
Landscape and Open Spaces Utilities			-	-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**20,068.00**	**27,134.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**44,043.00**	**67,499.00**
Walls/Signs/Bridge Railings			-	-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**20,194.00**	**18,930.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	4,419.00	4,419.00
Parks			-	-
Contracted Scheduled Park Services			-	-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**23,953.42**	**9,340.30**
Incidental Parks Services			-	-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**26,347.00**	**14,046.00**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**50,300.42**	**23,386.30**
Parks Utilities			-	-
TOTAL PARKS UTILITIES	**$604,711.00**		**44,781.00**	**22,118.00**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	1,183.00	468.00
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**96,264.42**	**45,972.30**
Materials and Supplies			-	-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**1,864.00**	**1,977.00**
Street Lights			-	-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		-	15,902.00
Street Light Utilities			-	-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		-	1,894.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**-**	**17,796.00**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**166,784.42**	**156,593.30**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	16,679.00	15,660.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	6,433.00	2,672.00
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**189,896.42**	**174,925.30**
REPLACEMENT RESERVE			**-**	**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	-	-
Replacement Reserve: Park	$48,836.00	590.20-25	-	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**-**	**-**
DISTRICT ADMINISTRATION			-	-
Subtotal District Administration Expenses	**$1,180,136.00**		**42,287.00**	**37,856.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	3,806.00	3,408.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**46,093.00**	**41,264.00**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**235,989.42**	**216,189.30**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		39,421.62	68,550.90
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**196,567.80**	**147,638.40**
Increase in Overall Budget			**10.10%**	**10.10%**

2024-2025 Proposed Potential per dueF Assessment	**$248.82**	**$473.20**
2024-2025 Max. Possible per dueF Assessment	$277.36	$995.95
2024-2025 Total dueF	790.00	[illegible]

Stockton Consolidated Landscape Maintenance Assessment District 96-2 Budget

Fiscal Year 2024-2025

	Total Estimated Expenditure	Dept./Division Activity. Elem-obj	072-6927 OAKMORE - MONTEGO E-4	072-6928 RANCHO DEL SOL E-5
MAINTENANCE, REPAIRS AND UTILITIES				
Landscape and Open Spaces				
Contracted Scheduled Landscape and Open Spaces Services				
Subtotal .20-25 Contracted Scheduled Services	**$932,338.02**	**590.20-25**	**8,431.00**	17,541.50
Incidental Services			-	-
Subtotal Incidental Services	**$388,511.00**	**590.20-25**	**53,769.00**	**12,047.00**
TOTAL .20-25 LANDSCAPE & OPEN SPACES SERVICES	**$1,320,849.02**	**590.20-25**	**62,200.00**	**29,588.50**
Landscape and Open Spaces Utilities			-	-
TOTAL LANDSCAPE AND OPEN SPACES UTILITIES	**$926,870.00**		**9,971.00**	**19,942.00**
TOTAL ESTIMATED LANDSCAPE AND OPEN SPACES EXPENS	**$2,247,719.02**		**72,171.00**	**49,530.50**
Walls/Signs/Bridge Railings			-	-
TOTAL ESTIMATED WALL/SIGN/BRIDGE RAIL EXPENSES	**$542,919.00**		**18,930.00**	**18,930.00**
GRAFFITI ABATEMENT, performed by Neighborhood Services	$78,582.00	590.20-67	4,419.00	3,156.00
Parks			-	-
Contracted Scheduled Park Services			-	-
Subtotal .20-25 Contracted Scheduled Park Services	**$772,638.01**		**3,156.00**	**-**
Incidental Parks Services			-	-
Subtotal Incidental Services	**$310,801.00**	**590.20-25**	**-**	**-**
TOTAL .20-25 PARKS SERVICES	**$1,083,439.01**	**590.20-25**	**3,156.00**	**-**
Parks Utilities			-	-
TOTAL PARKS UTILITIES	**$604,711.00**		**-**	**-**
Graffiti Abatement in Parks - By PW Staff	$29,976.00	590.10-	-	-
TOTAL ESTIMATED PARKS EXPENSES	**$1,718,126.01**		**3,156.00**	**-**
Materials and Supplies			-	-
TOTAL ESTIMATED MATERIALS AND SUPPLIES	**$52,643.00**	**590.30-50**	**1,149.00**	**1,135.00**
Street Lights			-	-
TOTAL STREET LIGHT MAINTENANCE & REPAIRS	**$162,947.00**		-	15,902.00
Street Light Utilities			-	-
TOTAL STREET LIGHTS UTILITIES	**$68,851.00**		-	2,777.00
TOTAL ESTIMATED STREET LIGHTS EXPENSES	**$231,798.00**		**-**	**18,679.00**
SUBTOTAL ESTIMATED EXPENSES	**$4,871,787.03**		**99,825.00**	**91,430.50**
CONTINGENCY; Varies 0 to 10±% of Subtotal Estimated Expens	$457,883.00	590.40-98	9,983.00	9,144.00
SPECIAL DIST./STORM BASIN MAINT. DIST.	$9,105.00	640.90-74	-	-
TOTAL ESTIMATED MAINT/UTIL/REPAIR EXPENSES	**$5,338,775.03**		**109,808.00**	**100,574.50**
REPLACEMENT RESERVE			**-**	**-**
Replacement Reserve: L/S, Walls, Lights	$95,922.00	590.20-25	-	-
Replacement Reserve: Park	$48,836.00	590.20-25	-	-
TOTAL REPLACEMENT RESERVE	**$144,758.00**	590.20-25	**-**	**-**
DISTRICT ADMINISTRATION			-	-
Subtotal District Administration Expenses	**$1,180,136.00**		**28,371.00**	**24,543.00**
CONTINGENCY: Varies 0 to 10±% of Subtotal Admin. Expenses	$108,729.67	590.40-98	2,554.00	2,209.00
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES	**$1,288,865.67**		**30,925.00**	**26,752.00**
TOTAL ESTIMATED REVENUE REQUIRED 2024-2025 FISCAL YEAR	**$6,772,385.70**		**140,733.00**	**127,326.50**
TOTAL APPROPRIATION OR (REPLENISHMENT) ON RESERV	**$2,165,984.16**		129,856.32	72,526.94
TOTAL ESTIMATED ASSESSMENT 2024-2025 FISCAL YEAR	**$4,606,401.54**		**10,876.68**	**54,799.56**
Increase in Overall Budget			**9.95%**	**10.09%**

2024-2025 Proposed Potential per dueF Assessment	**$14.58**	**$151.38**
2024-2025 Max. Possible per dueF Assessment	$353.60	$613.60
2024-2025 Total dueF	746.00	862.00

ZONE A-1, WEBER SPERRY RANCHES:
Zone A-1 is generally bounded by West Lane, the East Bay Municipal Utilities District right-of-way, the Union Pacific Railroad line and the Calaveras River. Improvements maintained include trees in tree wells, back-up walls and the turf on the East Bay Municipal Utilities District right-of-way between West Lane and Lorraine Avenue.

There is a request for an appropriation of $73,349.82 from the reserve for continuing appropriations to balance the budget. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present. Any unexpended budgeted funds are returned to the Zone A-1 account at the close of the fiscal year.

The reserves in Zone A-1 are not sufficient to continue appropriating funds at proposed FY2024-25 levels. The zone is currently insolvent with a negative reserve. To address the shortfall, wall repairs will no longer be funded. All walls are a development requirement and are constructed on private property. Stockton Municipal Code (SMC) Section 8.30.040.D obligates the property owner to repair any wall constructed as a condition of development. Reductions in frequency of landscape maintenance services will be evaluated along with a reduction in irrigation frequency. Water for irrigating the East Bay Municipal Utilities District property between Lorraine Avenue and West Lane is $30,288 (approximately 22 percent of the 24-25 budget) of the total $135,467.00 proposed Zone A-1 Budget.

When the assessment for Zone A-1 was originally approved, it did not include a provision for an annual escalator. The assessment cannot be increased without the affected property owners voting to approve the increase. Therefore, no change is proposed in the $46.90/dueF assessment for FY 2024-25. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $102.28 per dueF.

The anticipated Zone A-1 reserve balance as of June 30, 2024, is -$142,430.09. The recommended reserve balance is $1,332,781.01. Zone A-1 would require an appropriation from the reserve to cover contracted expenses, utilities, and administration even without budgeting for eventual, but unscheduled expenditures. This zone cannot continue to fund maintenance of all improvements for which it was formed and at the current service levels.

ZONE A-2, MORADA WEST:
Zone A-2 is generally bounded by Hammer Lane, Maranatha Drive, Christian Life Way and State Route 99. Improvements maintained include the back-up walls and trees in tree wells.

There is a request for an appropriation of $2,724.04 from the reserve for continuing appropriations to balance the budget. The amount in the reserve is not considered sufficient to meet present obligations and still provide for limited future contingencies. Any unexpended budgeted funds are returned to the Zone A-2 account at the close of

the fiscal year. All unnecessary expenses have been eliminated from the FY 2024-25 budget. The Zone A-2 reserve is not sufficient to continue appropriating funds at prior fiscal year levels without the zone falling into insolvency. To address the limited revenue available, wall repairs will no longer be funded. All walls are a development requirement and are constructed on private property. SMC Section 8.30.040.D obligates the property owner to repair any wall constructed as a condition of development. There is a small amount of landscaping requiring irrigation. Annual utility expenses are approximately $759 and maintenance approximately $2,400. The balance of the revenue is used for administrative costs. The landscaping consists of approximately 40 square feet of shrubs and 35 trees in tree wells. It is more cost efficient to terminate this Zone and the City assume the maintenance and utility costs. Reductions in frequency and extent of landscape maintenance services were considered but will not result in enough of a cost reduction to change the long-term viability of this Zone.

When the assessment for Zone A-2 was originally approved, it did not include a provision for an annual escalator. The assessment cannot be increased without the affected property owners voting to approve the increase. Therefore, no change is proposed in the $79.88/dueF assessment for FY 2024-25. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $109.49 per dueF.

The anticipated Zone A-2 reserve balance as of June 30, 2024, is $5,664.32. The recommended reserve balance is $152,245.19. Zone A-2 would require an appropriation from the reserve to cover contracted expenses, utilities, and administration even without budgeting for eventual, but unscheduled expenditures. This zone cannot continue to fund maintenance of all improvements for which it was formed and at the current service levels.

ZONE A-3, LA MORADA:

Zone A-3 is located north and south of Morada Lane between the Union Pacific Railroad line and State Route 99. Improvements maintained include back-up walls, landscaping between the walls and back of sidewalk, landscaped medians, Matt Equinoa and Parma Sister City Parks and any future parks within Zone A-3, and the landscaping on the East Bay Municipal Utilities District right-of-way between Hammer Lane and the State Route 99 Frontage Road.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local Consumer Price Index (CPI). The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $289.96/dueF.

The anticipated Zone A-3 reserve balance as of June 30, 2024, is $2,834,490.21. The recommended reserve balance is $4,184,724.43. It is recommended that the assessment for Zone A-3 increase by 10.10 percent for FY 2024-25 due to the financial

impact of rapid inflation. This will be re-evaluated when preparing the FY 2025-26 budget. The FY 2024-25 assessment will fully fund budgeted expenditures. Any unexpended budgeted funds are returned to the Zone A-3 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $319.24/dueF. The proposed maximum FY 2024-25 assessment is $321.03/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures, the assessment would be $333.82 per dueF.

ZONE A-4, BLOSSOM RANCH:

Zone A-4 is located in the northeasterly part of the City generally at the intersection of March Lane and Holman Road and lying southerly of March Lane. Improvements maintained include back-up walls, landscaping between the walls and back of sidewalk, March Lane median landscaping, and funding a proportionate share of the costs for S.L. Fong Park.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $196.44/dueF.

The anticipated Zone A-4 reserve balance as of June 30, 2024, will be $364,907.48. The recommended reserve balance is $514,110.11. It is recommended that the assessment for Zone A-4 increase by 10.10 percent for FY 2024-25 due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2025-26 budget. It is recommended there be an appropriation of $43,878.91 from the reserve to fully fund estimated costs. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone A-4 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $216.28/dueF. The proposed maximum FY 2024-25 assessment is $313.72/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $336.50 per dueF.

ZONE A-5, WEBER WOODS:

Zone A-5 is generally located between the Calaveras River and Bianchi Road and just east of West Lane. Improvements maintained include back-up walls, landscaping between the walls and back of sidewalk, and contributing a proportionate share of the costs to maintain any parks within the service area of Zone A-5 or serving Zone A-5.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $630.38/dueF.

The anticipated Zone A-5 reserve balance as of June 30, 2024, is -$53,432.99. The recommended reserve balance is $43,919.55. The assessment can be increased to a level that will fully fund budgeted expenditures. Due to the limited number of properties in this zone, 17, the assessment would likely need to be slowly increased to the maximum rate that would fully fund estimated expenses and provide funds for a reserve. There is a request for an appropriation of $27,762.03 from the general fund to balance the budget. The amount remaining in the reserve is not considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone A-5 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the zone will become insolvent if the assessment can be increased next fiscal year close to the maximum. This zone will not be able to generate sufficient revenue to fund replacement of the entire wall at the end of its service life.

The proposed actual FY 2024-25 assessment is $694.04/dueF. The proposed maximum FY 2024-25 assessment is $1,740.62/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $2,327.10 per dueF which exceeds the maximum allowed assessment.

ZONE A-6, BLOSSOM NORTH/CAMERA/SPERRY:

Zone A-6 is generally bounded by the Stockton Auto Mall, Holman Road, March Lane, and the Union Pacific Railroad tracks. Improvements maintained include back-up walls, landscaping between the walls and back of sidewalk, and Unity Park.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $336.74/dueF.

The anticipated Zone A-6 reserve balance as of June 30, 2024, is $1,055,935.32. The recommended reserve balance is $683,176.64. It is recommended there be an

appropriation of $11,807.86 from the reserve to fully fund estimated costs. Any unexpended budgeted funds are returned to the Zone A-6 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $370.74/dueF. The proposed maximum FY 2024-25 assessment is $748.22/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures, the assessment would be $387.03 per dueF.

ZONE A-7, HUNTER RIDGE:

Zone A-7 is generally bounded by March Lane, Blossom Ranch subdivision, the Calaveras River, and the Union Pacific Railroad tracks. Improvements maintained include back-up walls, landscaping between the walls and back of sidewalk, and funding a proportionate share of the costs for S.L. Fong Park.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $114.36/dueF.

The anticipated Zone A-7 reserve balance as of June 30, 2024, is $440,569.92. The recommended reserve balance is $619,879.90. It is recommended that the FY 2024-25 actual assessment increase by 10.09 percent for FY 2024-25 and that there be a $167,757.66 appropriation from the reserve. The appropriation from the reserve is designed to mitigate too rapid of an increase in the actual assessment. In FY 2024-25 the assessment will increase and begin to revert to a level that will fully fund budgeted expenditures and maintain and replenish the reserve. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone A-7 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $125.90/dueF. The proposed maximum FY 2024-25 assessment is $915.70/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $363.85 per dueF.

ZONE A-10, CANNERY PARK:

Zone A-10 is generally bounded by Eight Mile Road, State Route 99, La Morada and Villa Antinori Subdivisions, and the Union Pacific Railroad tracks. Improvements

maintained include back-up walls, landscaping between the walls and back of sidewalk, streetlights, and parks.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $173.44/dueF.

The anticipated Zone A-10 reserve balance as of June 30, 2024, is $300,176.66. The recommended reserve balance is $95,898.19, however with the addition of over 300 new dueF from FY 2023-24, the reserve will be revisited in the FY 2025-26 budget when the maintenance costs are quantified and studied. The proposed assessment has been maintained at a level necessary to fund budgeted expenditures and maintain the current reserve and will be studied in FY 2024-25 to determine if it can be drawn from to reduce the annual assessment. It is recommended that FY 2024-25 assessment increase by 10.21 percent due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2025-26 budget. The FY 2024-25 assessment will fully fund estimated expenditures and due to the additional dueF added by new development the reserve will be increased this fiscal year by approximately $39,663.16, thus why the assessment role reflects a sharp increase in total assessment. Any unexpended budgeted funds are returned to the Zone A-10 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $191.14/dueF. The proposed maximum FY 2024-25 assessment is $488.30/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an addition to the reserve, the assessment would be $150.60 per dueF. This will be studied in FY 2025-26 once the new development maintenance costs have been realized.

ZONE B-1, WILLIAM LONG PARK:

Zone B-1 is located in the southerly portion of Weston Ranch generally bounded by the PG&E easement, Henry Long Boulevard, McDougald Boulevard and French Camp Road, except the Manteca Unified School District high school site. This zone is for the maintenance of the William Long Park, which is also located in the southerly portion of Weston Ranch.

There is a request for an appropriation of $81,148.56 from the reserve for continuing appropriations to balance the budget. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone B-1 account at the close of the fiscal year.

The anticipated Zone B-1 reserve balance as of June 30, 2024, is $606,042.23. The recommended reserve balance is $398,996.51. When the assessment for Zone B-1 was originally approved, it did not include a provision for an annual escalator. The assessment cannot be increased without the affected property owners voting to approve the increase. Therefore, no change is proposed in the $84.00/dueF assessment for FY 2024-25. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $157.70 per dueF.

ZONE B-2, WESTON RANCH:

Zone B-2 is located west of Interstate 5, east of the San Joaquin River, and north of French Camp Road. This zone encompasses all of the Weston Ranch development. Improvements maintained include the back-up walls, landscaping between the walls and back of sidewalk, the landscaping on the PG&E easement/greenbelt, and Paul E. Weston Park.

There is a request for an appropriation of $767,932.78 from the reserve for continuing appropriations to balance the budget and accommodate contributing to the maintenance of Paul E. Weston Park. The amount remaining in the reserve after this requested appropriation is considered insufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone B-2 account at the close of the fiscal year.

When the assessment for Zone B-2 was originally approved, it did not include a provision for an annual escalator. The assessment cannot be increased without the affected property owners voting to approve the increase. Therefore, no change is proposed in the $117.82/dueF assessment for FY 2024-25. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $257.53 per dueF.

The anticipated Zone B-2 reserve balance as of June 30, 2024, is -$686,578.33. The recommended reserve balance is $4,442,009.01. Zone B-2 will require an appropriation from the reserve and general fund to cover contracted expenses, utilities, and administration even without budgeting for eventual, but unscheduled expenditures. This zone will require further analysis to determine whether it can continue to fund maintenance of all improvements for which it was formed and at the current service levels.

ZONE B-3, PAUL E. WESTON PARK:

Zone B-3 is located west of Interstate 5, east of the San Joaquin River, and generally north of William Long Boulevard. This zone is for the maintenance of the Paul E. Weston Park.

When the assessment for Zone B-3 was originally approved, it did not include a provision for an annual escalator. The assessment cannot be increased without the affected property owners voting to approve the increase. Therefore, no change is

proposed in the $24/dueF assessment for FY 2024-25. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $38.57 per dueF.

The anticipated Zone B-3 reserve balance as of June 30, 2024, is -$196,247.02. The recommended reserve balance is $811,123.72. The Zone requires an appropriation from the general fund of $69,497.82 to sustain it. Zone B-2 also funds a portion of Weston Park expenses. This zone will require further analysis to determine whether it can continue to fund maintenance of all improvements for which it was formed and at the current service levels.

ZONE B-4, HONORABLE SANDRA BUTLER SMITH NEIGHBORHOOD PARK:
Zone B-4 is located in the westerly portion of Weston Ranch and is generally bounded by the San Joaquin River, French Camp Road, the PG&E Easement/Greenbelt, and William Moss Boulevard. This zone is for the maintenance of the Honorable Sandra Butler Smith Neighborhood Park.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $111.14/dueF.

The anticipated Zone B-4 reserve balance as of June 30, 2024, is $359,215.77. The recommended reserve balance is $300,262.77. It is recommended that FY 2024-25 assessment increase by 4.25 percent due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2025-26 budget. The FY 2024-25 assessment will nearly fund estimated expenditures with an appropriation from the reserve of $21,214.50. Any unexpended budgeted funds are returned to the Zone B-4 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $115.86/dueF. The proposed maximum FY 2024-25 assessment is $115.87/dueF, which is an increase of 4.25 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures and contributing minimally to the reserve, the assessment would be $136.72/dueF.

ZONE B-5, WESTON RANCH – FRENCH CAMP ROAD FENCE:
Zone B-5 is located in the southwesterly portion of Weston Ranch and is generally bounded by the San Joaquin River, Henry Long Boulevard, Alice McCuen Avenue, and French Camp Road. This zone is for the maintenance of approximately 6,700 lineal feet of masonry wall located on the south side of French Camp Road from Carolyn Weston Boulevard to EWS Woods Boulevard.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $86.60/dueF.

The Zone B-5 has an anticipated reserve balance as of June 30, 2024, of $-20,556.30. The recommended reserve balance is $330,784.54. This wall was constructed by the Weston Ranch development as a concession to the property owner to the south of French Camp Road for dedicating right-of-way to widen French Camp Road. When the property lying southerly of French Camp Road eventually develops, the fence system will no longer be necessary, and Zone B-5 can be closed. Assessment revenue funds replacements of damaged sections of the fence system. Until there is development to the south, it is recommended that the assessment be set to provide an amount for annual historical damage, which has been approximately $45,000, and not develop a reserve due to historical data that suggests additional funds are highly unlikely. Any potential overages will be funded from the general fund as there is no current significant reserve. Since it is not anticipated that the fence system will reach the end of its service life before development southerly of French Camp Road, there does not appear to be a need to build a replacement reserve to the recommended level. An annual budget of $45,000 for repairs, should be adequate to fund any damage. While there could be a catastrophic series of events that could cause over $45,000 of damage, damage of that magnitude has not occurred in the past.

The budget reflects a potential request for an appropriation of $63,349.00 from the general fund to balance the budget, however as noted above this would only be in the event of an unlikely catastrophic series of events. The amount remaining in the reserve after this potential appropriation is considered insufficient to meet present obligations and would require the subsequent annual assessment be increase to the maximum allowed to replenish the general fund and the Zone. Any unexpended budgeted funds are returned to the Zone B-5 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $95.34/dueF. The proposed maximum FY 2024-25 assessment is $219.59/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $207.46/dueF.

ZONE C-1, SPANOS PARK:

Zone C-1 is located east of Thornton Road and north of Bear Creek. Improvements maintained include back-up walls, landscaping between the walls and curb, landscaped medians, and fund a proportionate share of the costs for Vivian "Lady B" Baxter Park.

There is a request for an appropriation of $27,776.56 from the reserve for continuing appropriations to balance the budget. The amount remaining in the reserve after this requested appropriation is not considered sufficient to meet future obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone C-1 account at the close of the fiscal year.

The anticipated reserve in Zone C-1 is not sufficient to continue appropriating funds at prior year's levels as the zone has been insolvent for the past two years. To address the limited available revenue, wall repairs will no longer be funded. All walls are a development requirement and are constructed on private property. SMC Section 8.30.040.D obligates the property owner to repair any wall constructed as a condition of development. Reductions in frequency of landscape maintenance services will be evaluated along with a reduction in irrigation frequency. Zone C-1 also pays its proportionate share of the cost to maintain Baxter Park. Zone C-1 was originally formed, and budget set based on maintaining the only street landscaping installed with the development. Baxter Park maintenance cost was added to Zone C-1 in 1997 without an increase in the existing assessment. Annually increasing park maintenance costs are taking a larger percentage of the budget and requiring an ever-increasing appropriation from the reserve. For FY 2023-24, the estimated share was $24,400, which is approximately 33 percent of the revenue generated by Zone C-1. If reserve appropriations continue at past years' magnitude, Zone C-1 will be insolvent in 2 to 3 years. It is further recommended the proportionate share of Baxter Park costs, estimated at $24,400, be funded by the General Fund, Account 010-3070-590. Zone C-1 will be able to continue to fund scheduled maintenance of the development's street landscaping but will not be able to fund any enhancements or replacements without the property owners approving an increase in the assessment.

When the assessment for Zone C-1 was originally approved, it did not include a provision for an annual escalator. The assessment cannot be increased without the affected property owners voting to approve the increase. Therefore, no change is proposed in the $119.24/dueF assessment for FY 2024-25. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $167.05/dueF.

The anticipated Zone C-1 reserve balance as of June 30, 2024, is -$70,263.68. The recommended reserve balance is $1,465,760.95. Zone C-1 would require an appropriation from the general fund to cover contracted expenses, utilities, and administration even without budgeting for eventual, but unscheduled expenditures. This zone will require further analysis to determine whether it can continue to fund maintenance of all improvements for which it was formed and at the current service levels.

ZONE C-2, NORTH STOCKTON PROJECTS:

Zone C-2 includes all of the Waterford Estates East and West, Beck Estates, Beck Ranch, Beck Farms, Elkhorn Country Club Estates, Silver Springs, and Gold Springs subdivisions in the northwesterly part of the City. The zone was formed to provide

funds for the maintenance of masonry walls and landscaping, certain segments of the Pixley Slough bicycle/pedestrian path, and fund a proportionate share of the costs for Vivian "Lady B" Baxter Park.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $279.18/dueF.

The anticipated Zone C-2 reserve balance as of June 30, 2024, is $1,608,342.99. The recommended reserve balance is $634,305.59. It is recommended that FY 2024-25 assessment increase by 4.90 percent due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2025-26 budget. Any unexpended budgeted funds are returned to the Zone C-2 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be reduced.

The proposed actual FY 2024-25 assessment is $292.86/dueF. The proposed maximum FY 2024-25 assessment is $292.87/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures, the assessment would be $314.16 per dueF.

ZONE C-3, SPANOS PARK WEST:

Zone C-3 is located in the northwesterly portion of the City and is generally bounded by Interstate 5, Bear Creek, the Westlake Villages development, and Eight Mile Road. This zone was formed to provide funds for the maintenance of decorative concrete pavement, bicycle/pedestrian path along a portion of Bear Creek, and maintenance of Michael Faklis and Iloilo Sister City Parks.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $162.74/dueF.

The anticipated Zone C-3 reserve balance as of June 30, 2024, is $1,249,841.01. The recommended reserve balance is $751,148.05. It is recommended that FY 2024-25 assessment increase by 10.09 percent due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2025-26 budget. It is recommended there be an appropriation of $137,181.28 from the reserve to moderate the increase. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone C-3 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can

be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $179.16/dueF. The proposed maximum FY 2024-25 assessment is $252.19/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $233.24/dueF.

ZONE C-4, FAIRWAY GREENS:

Zone C-4 includes all of the Fairway Greens subdivision in the northwesterly part of the City. The zone was formed to provide funds for the maintenance of masonry walls and landscaping and to provide its proportionate share of costs to maintain any parks serving the subdivision or within the service area of the subdivision.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $89.84/dueF.

The anticipated Zone C-4 reserve balance as of June 30, 2024, is $179,213.78. The recommended reserve balance is $217,581.00. It is recommended that the FY 2024-25 actual assessment increase by 10.08 percent and that there be a $24,728.76 appropriation from the reserve to moderate in the increase. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone C-4 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $98.90/dueF. The proposed maximum FY 2024-25 assessment is $333.92/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $224.42/dueF.

ZONE C-6, WESTLAKE VILLAGES:

Zone C-6 is generally bounded by Eight Mile Road, A.G. Spanos Park West subdivision, Bear Creek and Disappointment Slough, and Rio Blanco Road. Zone C-6 was formed to provide funds for maintenance of public parks, a portion of the bicycle/pedestrian path on the Bear Creek levee, and public street lighting constructed within the Westlake Villages project.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI

increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $105.40/dueF.

The anticipated Zone C-6 reserve balance as of June 30, 2024, is $337,639.26. The recommended reserve balance is $181,558.39. It is recommended that the FY 2024-25 actual assessment increase by 10.38 percent and that there be a $55,090.78 appropriation from the reserve to moderate in the increase. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone C-6 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $116.34/dueF. The proposed maximum FY 2024-25 assessment is $232.38/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $165.93/dueF. This will be studied in FY 2025-26 once the new development maintenance costs have been realized.

ZONE C-7 AND SUB-ZONE A, NORTH STOCKTON PROJECTS III:

North Stockton Projects III is generally bounded by Eight Mile Road, Lower Sacramento Road, and the Union Pacific Railroad. Zone C-7 was formed to provide for maintenance of Dorotha Pitts Park. Sub-Zone A was formed to provide for maintenance of streetscaping, walls, and streetlights in the Northbrook subdivision.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 Zone C-7 assessment was $209.80/dueF. The actual FY 2022-23 Sub-Zone A assessment was $173.06/dueF.

The anticipated Zone C-7/7A reserve balance as of June 30, 2024, is $385,909.88. The recommended reserve balance is $1,010,680.89. It is recommended that FY 2024-25 assessment increase by 10.09 percent due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2025-26 budget. There is a request for $25,713.32 from Zone C-7 and a request for $49,283.76 from the Sub-Zone A reserve for continuing appropriations to modulate the annual increase. The assessment for the zone can be increased slowly in the coming years to fully fund the zone and sub-zone without drawing on the reserves. The amount remaining in the reserve after these requested appropriations is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone C-7 and Sub-Zone A accounts at the close of the fiscal year. Based on current

projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual Zone C-7 FY 2024-25 assessment is $230.98/dueF. The proposed actual Sub-Zone A FY 2024-25 assessment is $190.52/dueF. The proposed maximum Zone C-7 FY 2024-25 assessment is $259.42/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. The proposed maximum Sub-Zone A FY 2024-25 assessment is $286.48/dueF, which is an increase 3.00 percent over the FY 2023-24 maximum assessment. If the assessments were set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessments for Zones C-7 and C-7 Sub-Zone A would be $264.07/dueF and $336.76/dueF, respectively.

ZONE D-1, BRIDGEPORT TRAILS:

Zone D-1 is located south of Charter Way, north of West Eighth Street, and east and west of Fresno Avenue. Improvements maintained include back-up walls and landscaping between the walls and back of sidewalk.

There is a request for an appropriation of $34,419.00 from the reserve for continuing appropriations to balance the budget. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone D-1 account at the close of the fiscal year.

The anticipated Zone D-1 reserve balance as of June 30, 2024, is $204,571.86. The recommended reserve balance is $289,109.51. When the assessment for Zone D-1 was originally approved, it did not include a provision for an annual escalator. The assessment cannot be increased without the affected property owners voting to approve the increase. Therefore, no change is proposed in the $85/dueF assessment for FY 2024-25. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $193.25/dueF.

ZONE D-3, BRIDGEPORT TRAILS UNIT 4 AND 5:

Zone D-3 is located south of Charter Way, north of West Eighth Street, and east and west of Fresno Avenue. This zone was formed to maintain back-up walls and landscaping between the walls and back of sidewalk, and landscaped buffer parcels.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $246.14/dueF.

The anticipated Zone D-3 reserve balance as of June 30, 2024, is $192,874.02. The recommended reserve balance is $123,482.50. It is recommended that the

assessments for Zone D-3 be increased due to rapid inflation. It is recommended there be an appropriation of $10,554.86 from the reserve to fully fund estimated costs and to moderate the increase. Any unexpended budgeted funds are returned to the Zone D-3 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $271.00/dueF. The proposed maximum FY 2024-25 assessment is $305.04/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $328.36/dueF.

ZONE D-4, CALAVERAS ESTATES:

Zone D-4 includes the new development lying generally north of Barrymore Street on the east and west sides of Alvarado Avenue. This zone was formed to maintain the wall between the subdivision and the railroad tracks, public street lighting, an access way to the Calaveras River at the northerly end of Alvarado Avenue, landscaping in the vicinity of Alvarado Avenue and Beeler Street, and develop a replacement reserve for the eventual replacement of the wall.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $131.56/dueF.

The anticipated Zone D-4 reserve balance as of June 30, 2024, is $139,583.44. The recommended reserve balance is $81,297.17. While the reserve exceeds the recommended reserve balance, the proposed FY 2024-25 assessment does not fully fund the estimated expenditures. There is a request for an appropriation of $38,476.12 from the reserve. This appropriation from the reserve is designed to bring the reserve balance to the target level within a couple years, at which point the assessment will revert to a level necessary to fund budgeted expenditures and maintain the reserve. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone D-4 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $144.84/dueF. The proposed maximum FY 2024-25 assessment is $1,453.12/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $436.32/dueF.

ZONE D-6, MOSS GARDEN:
Zone D-6 is located southeasterly of State Route 4/Charter Way and Fresno Avenue. Improvements maintained/to be maintained include landscaping between the walls and curb, public street lighting, and its proportionate share of the cost to any park that serves the development or is within the service area of the development.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $13.48/dueF.

The anticipated Zone D-6 reserve balance as of June 30, 2024, is $153,128.67. The recommended reserve balance is $32,944.20. It is recommended that there be a $78,111.54 appropriation from the reserve, since the reserve exceeds the recommended reserve balance. Increasing the assessment by the CPI to offset rapid inflation, along with the appropriation from the reserve, is designed to bring the reserve closer to the target level within a few years at which time the assessment will revert to a level that will fully fund budgeted expenditures and maintain the reserve. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone D-6 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $14.84/dueF. The proposed maximum FY 2024-25 assessment is $593.64/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $223.30/dueF.

ZONE E-1, LITTLE JOHN CREEK:
Zone E-1 is located north of Industrial Drive between Pock Lane and State Highway 99. Improvements maintained/to be maintained include back-up walls, trees in tree wells, landscaping between the walls and back of sidewalk, the special bridge railing on the Pock Lane Bridge, and fund a proportionate share of the costs for Ernie Shropshire Park. This zone also contributes its proportionate share of costs for maintenance of the Stockton Airport Business Center storm drainage basin.

The assessment approved when the Little John Creek Zone was originally formed was $59.68. In June of 2000, an increase to the assessment was approved to account for increased maintenance costs and to provide for park maintenance. That additional assessment amount was also approved with an annual escalator. The portion of the FY 2024-25 maximum allowable assessment for this zone that is over the original $59.68, $277.00, is subject to the escalator. The escalator is the greater of three percent or the

percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $226.00/dueF.

The anticipated Zone E-1 reserve balance as of June 30, 2024, is $559,855.50. The recommended reserve balance is $324,519.76. It is recommended that FY 2024-25 assessment increase by 10.10 percent due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2025-26 budget. It is recommended there be an appropriation of $39,421.62 from the reserve to bring the reserve closer to the target level. Any unexpended budgeted funds are returned to the Zone E-1 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

Zone E-1 will contribute its proportionate share of $5,842.00 to the Stockton Airport Business Center Storm Drain Basin Maintenance District for maintenance costs of the Stockton Airport Business Center storm drain basin.

The proposed actual FY 2024-25 assessment is $248.82/dueF. The proposed maximum FY 2024-25 assessment is $277.36/dueF, which is a 3.00 percent increase in the park maintenance portion of the assessment over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures and reserve allocation, the assessment would be $298.72/dueF.

ZONE E-3, SEABREEZE:

Zone E-3 is generally located south of Industrial Drive and west of State Highway Route 99, and at the northwesterly corner of Pock Lane and Industrial Drive. Improvements maintained/to be maintained include back-up walls, landscaping between the walls and back of sidewalk, a landscaped area under the PG&E power lines west of Pock Lane, and fund a proportionate share of the costs for Ernie Shropshire Park. This zone also contributes its share for the costs of maintenance of the Stockton Airport Business Center storm drainage basin.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $429.80/dueF.

The anticipated Zone E-3 reserve balance as of June 30, 2024, is $291,726.32. The recommended reserve balance is $413,678.66. It is recommended that FY 2024-25 assessment increase by 10.10 percent due to the financial impact of rapid inflation. This will be re-evaluated when preparing the FY 2025-26 budget. There is a request for an appropriation of $68,550.90 from the reserve for continuing appropriations to fully fund estimated costs. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for

future contingencies. The appropriation will be reduced, and the assessment gradually increased over the next several years until the assessment fully funds maintenance expenses and provide for contributing to the reserve to fund replacement of long service life improvements. Any unexpended budgeted funds are returned to the Zone E-3 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

Zone E-3 will also contribute $2,426 to the Stockton Airport Business Center Storm Drain Basin Maintenance District for its proportionate share of maintenance costs of the Stockton Airport Business Center storm drain basin.

The proposed actual FY 2024-25 assessment is $473.20/dueF. The proposed maximum FY 2024-25 assessment is $995.95/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $692.91/dueF.

ZONE E-4, OAKMORE MEADOWS:

Zone E-4 is generally bounded by Alpine Avenue, the Union Pacific Railroad tracks, the Calaveras River, and Sanguinetti Lane. Improvements maintained/to be maintained include back-up walls, landscaping between the walls and back of sidewalk, and a future park.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $13.26/dueF.

The anticipated Zone E-4 reserve balance as of June 30, 2024, is $166,306.81. The recommended reserve balance is $417,156.95. It is recommended that there be a $129,856.32 appropriation from the reserve. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies, however in subsequent years increases should continue to rebuild the reserve to the proper level. Any unexpended budgeted funds are returned to the Zone E-4 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $14.58/dueF. The proposed maximum FY 2024-25 assessment is $353.60/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $188.65/dueF.

ZONE E-5, RANCHO DEL SOL:
Zone E-5 is located on the east side of Airport Way and lies north and south of Duck Creek. Improvements maintained/to be maintained include back-up walls, landscaping between the walls and back of sidewalk, and landscaping and path along the northerly side of Duck Creek.

The assessment for this zone has a provision for an annual escalator. The escalator is the greater of three percent or the percentage increase of the local CPI. The local CPI increased 2.63 percent; therefore, the FY 2024-25 escalator applied to the maximum allowable assessment is 3.00 percent. The actual FY 2023-24 assessment was $137.50/dueF.

The anticipated Zone E-5 reserve balance as of June 30, 2024, is $373,145.77. The recommended reserve balance is $195,584.00. It is recommended there be an appropriation of $72,526.94 from the reserve. The appropriation is designed to bring the reserve balance to the target level over the next few years at which time the assessment will revert to a level necessary to fund budgeted expenditures and maintain the reserve. The amount remaining in the reserve after this requested appropriation is considered sufficient to meet present obligations and still provide for future contingencies. Any unexpended budgeted funds are returned to the Zone E-5 account at the close of the fiscal year. Based on current projections, and since the assessment for this zone can be increased, barring any catastrophic event it is not anticipated that the reserve will be depleted.

The proposed actual FY 2024-25 assessment is $151.38/dueF. The proposed maximum FY 2024-25 assessment is $613.60/dueF, which is an increase of 3.00 percent over the FY 2023-24 maximum assessment. If the assessment was set at a level that would fully fund the estimated FY 2024-25 expenditures without an appropriation from the reserve, the assessment would be $351.73/dueF.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION OVERRULING ANY AND ALL PROTESTS, ADOPTING THE ANNUAL ENGINEER'S REPORT FOR FISCAL YEAR 2024-25, APPROVING THE BUDGET FOR EACH ZONE, CERTIFYING COMPLIANCE WITH THE REQUIREMENTS OF PROPOSITION 218 AND THE STATE OF CALIFORNIA STREETS AND HIGHWAYS CODE, AND CONFIRMING AND LEVYING ASSESSMENTS FOR THE STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 96-2

On April 16, 2024, the City Council of the City of Stockton adopted Resolution No. 2024-04-16-1218 to preliminarily approve the Annual Engineer's Report for the Fiscal Year (FY) 2024-25 (the "Annual Engineer's Report"), to provide preliminary approval of the proposed budget, and to set a public hearing for the Stockton Consolidated Landscape Maintenance Assessment District No. 96-2 (the "Consolidated Landscape District") and the various zones therein, pursuant to the Landscaping and Lighting Act of 1972; and

Notice of the Public Hearing that was held on June 4, 2024, was duly and regularly published in *The Record*, in the time, form, and manner required by law as evidenced by the declaration on file with the City Clerk; and

At the public hearing, the City Council afforded to every interested person an opportunity to make a protest for each Zone to the Annual Engineer's Report, to the maximum annual assessment, the actual FY 2024-25 assessment, to the proposed budget, or to the proposed method and proportion of assessment, either in writing or orally, and this City Council has considered each protest, if any, and all matters and things pertaining to the Annual Engineer's Report were fully heard and considered by this Council; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in each zone have not been made by the owners of the area of assessable lands subject to more than 50 percent of the total proposed levy of assessments within each zone of the Consolidated Landscape District, and any and all protests or objections are overruled.

2. The Annual Engineer's Report for the Consolidated Landscape District on file with the City Clerk for FY 2024-25, which includes the budget for each zone, is approved and adopted as the method of assessment for each zone to be used to pay the

costs and expenses for administration, maintenance, and operation of public parks and landscape improvements in public rights-of-way and public open spaces.

3. The Council certifies that the special assessment(s), fee(s), or charge(s) as contained in the Annual Engineer's Report and to be placed on the FY 2024-25 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. The assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the Consolidated Landscape District, as contained in the Annual Engineer's Report, are hereby approved and confirmed and shall be levied and collected for FY 2024-25. The assessments comply with all laws pertaining to the levy of the annual assessment (California Streets and Highways Code § 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is for the maintenance and operation of public parks and landscape improvements in public rights-of-way and public open spaces.

5. The City Manager or designee, on behalf of the City Clerk, is hereby directed to file the assessments or a copy thereof certified by the City Clerk or other City official with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2024-25 tax roll for the parcels in the Consolidated Landscape District and each Zone within the Consolidated Landscape District as set forth in the Annual Engineer's Report on file with the City Clerk.

6. The City Manager or designee is hereby authorized and directed to execute all documents, including, but not limited to, agreements and amendments.

7. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 4, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC, CPMC
INTERIM CITY CLERK
CITY OF STOCKTON

STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 96-2

FY 2024-25 Annual Engineer's Report
Public Hearing

Stockton City Council Meeting
June 4, 2024
Item No. 16.6

Stockton Consolidated Landscape Maintenance Assessment District No. 96-2

- 27 Active Zones Est. to Maintain Improvements
  - 4+ Million sq. ft. of Streetscaping
  - 5,500+ Trees
  - 68+ Acres of Open Space
  - 42+ Miles of Back-up Walls: Repair and Graffiti Abatement
  - 10.5+ Miles of Bike/Pedestrian Paths
  - 12 Parks: 114+ Acres
  - Streetlights
- 2024-25 Proposed Budget: $6.772 Million
  - Maintenance, Repairs, Utilities, Administration

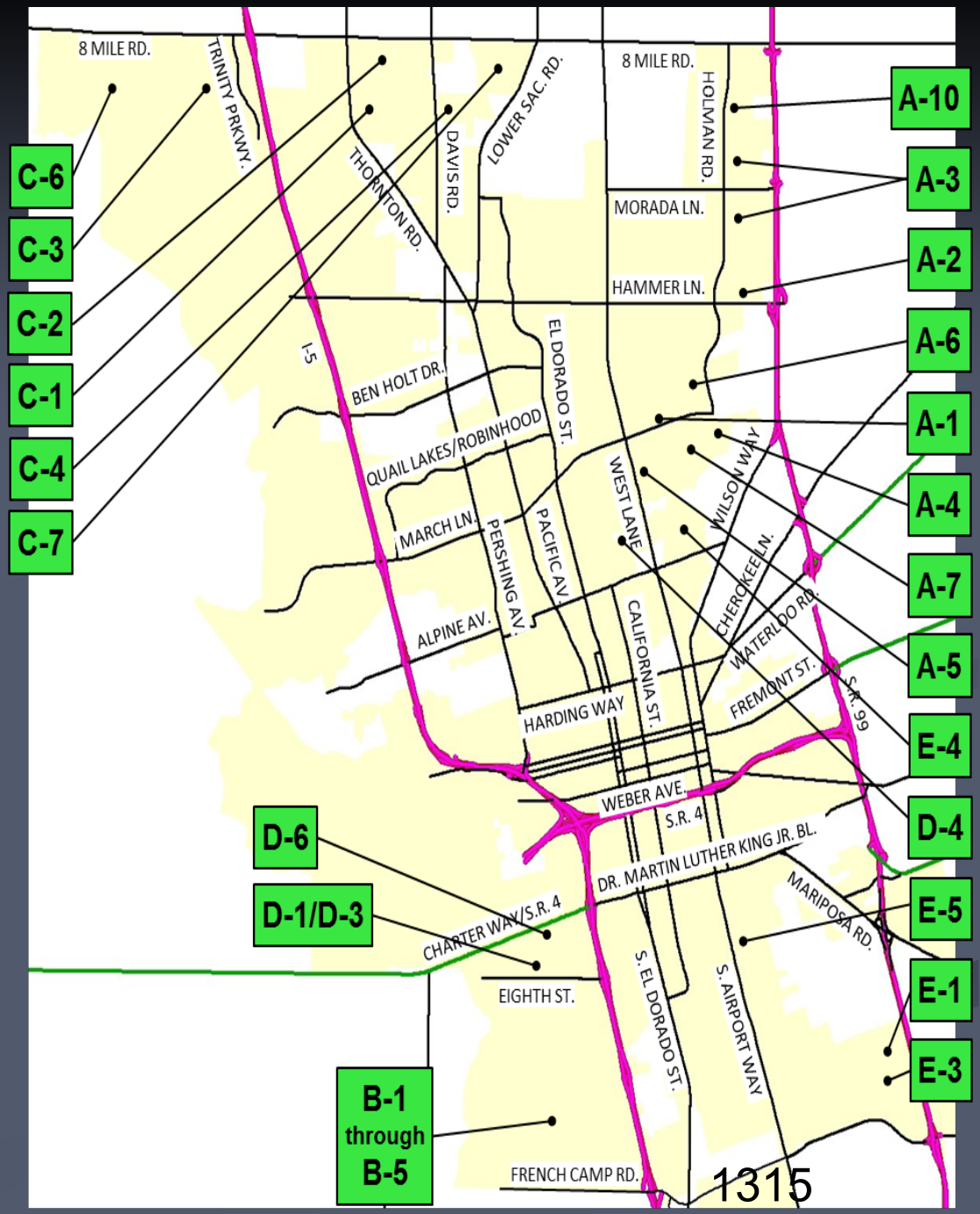
Stockton Consolidated Landscape Maintenance Assessment District No. 96-2

- Each Year Council Adopts the Following:
  - Engineer's Report
  - Maximum Allowable Assessment
  - Annual Budget/Actual Assessment
- Maintenance and Operation of Landscape and Public Park Improvements
- Provides Funding for:
  - Operation, maintenance, and preparation of an annual Engineer's Report and tax rolls; legal review; collection of assessments on San Joaquin County property taxes and City administration

Maximum Allowable
vs
Actual Assessments

- Original Engineer's Report for 20 Zones approved by landowner ballot – allows for annual Cost of Living Adjustment
- Approves annual maximum allowable but collects only what is needed for anticipated operational costs
- Allows for unanticipated emergencies – to collect only if necessary

STOCKTON CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 96-2



Annual Assessment

- Assessment fixed in 7 zones; can be increased in 20
- FY 2024-25 Actual assessment in the 20 Zones:
  - Increased in all 20 Zones
- Assessment Varies due to:
  - Size of Zone/Number of Assessable Parcels
  - Amount and Type of Improvements to be Maintained
  - Zone Sizes: 17 parcels (A-5) to over 5,000 (B-2)
- 2024-25 Maximum Assessment Adjustment: 3.00%
  - Based on San Francisco-Oakland-Hayward Consumer Price Index
- FY 2024-25 Actual Assessment Adjustment: Varies 4.25% to 10.38%

FY 2024-25 Zone Budgets

		FY 24-25	FY 24-25	FY 24-25
Zone No.	Zone Name	Proposed Budget (Actual Assessment)	Proposed Per Dwelling Unit Equivalent Factor	Maximum Allowable Assessment
A-1	Weber/Sperry	$62,117.18	$46.90	$62,117.18
A-2	Morada West	$7,348.96	$79.88	$7,348.96
A-3	La Morada	$1,090,230.14	$319.24	$1,096,340.56
A-4	Blossom Ranch	$78,942.20	$216.28	$114,513.67
A-5	Weber Woods	$11,798.68	$694.04	$29,590.84
A-6	Blossom/Sperry/Camera	$268,789.50	$370.74	$542,463.48
A-7	Hunter Ridge	$88,759.50	$125.90	$657,486.92
A-10	Cannery Park	$187,699.48	$191.14	$319,353.18

FY 2024-25 Zone Budgets

Zone No.	Zone Name	Proposed Budget (Actual Assessment)	Proposed Per Dwelling Unit Equivalent Factor	Maximum Allowable Assessment
B-1	Long Park	$92,484.00	$84.00	$92,484.00
B-2	Weston Ranch	$647,636.40	$117.82	$647,636.40
B-3	Weston Park	$114,427.86	$24.00	$114,427.86
B-4	Smith Park	$117,829.62	$115.86	$117,850.38
B-5	Weston Ranch Fence	$53,867.10	$95.34	$124,077.13
C-1	Spanos Park	$69,278.44	$119.24	$69,278.44
C-2	North Stockton Projects	$463,896.10	$292.86	$463,915.42
C-3	Spanos Park West	$347,426.86	$179.16	$489,046.85
C-4	Fairway Greens	$19,483.30	$98.90	$65,784.23
C-6	Westlake Villages	$129,253.74	$116.34	$243,785.82
C-7	North Stockton Projects III	$243,676.70	$421.50	$298,124.40

FY 2024-25 Zone Budgets

Zone No.	Zone Name	Proposed Budget (Actual Assessment)	Proposed Per Dwelling Unit Equivalent Factor	Maximum Allowable Assessment
D-1	Bridgeport Trails	$27,030.00	$85.00	$27,030.00
D-3	Bridgeport Trails 4 & 5	$49,864.00	$271.00	$56,129.04
D-4	Calaveras Estates 2	$19,118.88	$144.84	$191,812.39
D-6	Moss Garden	$5,560.46	$14.84	$224,396.93
E-1	Little John Creek	$196,567.80	$248.82	$236,439.26
E-3	Seabreeze	$147,638.40	$473.20	$310,741.54
E-4	Oakmore Meadows	$10,876.68	$14.58	$263,797.71
E-5	Rancho Del Sol	$54,799.56	$151.38	$222,126.73

Recommended Actions

- Overrule all public hearing protests
- Approve and adopt:
  - Stockton Consolidated Landscape Maintenance Assessment District No. 96-2 Annual Engineer's Report
  - Maximum Allowable Assessment
  - Annual Budget/Actual Assessment for each Zone of the District
- Confirm and levy assessment for each Zone

File #: 24-0438, **Version:** 1

ADOPT THE BUDGET FOR THE FISCAL YEAR 2024-25 CENTRAL STOCKTON LIGHTING MAINTENANCE ASSESSMENT DISTRICT

RECOMMENDATION

This public hearing is to consider public comments and testimony regarding the Fiscal Year (FY) 2024-25 Central Stockton Lighting Maintenance Assessment District (District) Annual Engineer's Report, budget, and levy of assessments.

After the public hearing, if owners of more than 50 percent of the area of assessable lands within the District have not protested the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt a resolution to:

1. Overrule any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the District in each zone.

2. Approve and adopt the District's Annual Engineer's Report for the FY 2024-25 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.

3. Certify that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2024-25 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. Confirm that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2024-25. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for administration, maintenance, and operation of the Central Stockton Lighting Maintenance Assessment District, Zone 4, Oxford Manor.

5. Authorize the City Manager or designee, on behalf of the City Clerk, to file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2024-25 tax roll for the parcels in the District, Zone 4, Oxford Manor, as set forth in the Annual Engineer's Report on file with the City Clerk.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

This public hearing is to consider public comments and testimony regarding the FY 2024-25 District's Annual Engineer's Report, budget, and levy of assessments. The Landscaping and Lighting Act of 1972 (Act), under which the District was formed, requires this public hearing and approval of the Annual Engineer's Report, budget, and levy of assessments. The FY 2024-25 Annual Engineer's Report for the District, which contains the budget, assessment amounts, and description of improvements eligible to be maintained, is on file with the City Clerk and is available for online viewing at:

2024-25_Central_Stockton_Lighting_Engineers_Report.pdf (stocktonca.gov). <https://cms3.revize.com/revize/stockton/Documents/Services/Public%20Works/Streetlights/Central%20Stockton%20Lighting%20Maintenance/24003%20COS%20Lighting%20Engineers%20Report%20FY%2024-25%20Ver%201.pdf>

The District levies assessments to fund maintenance of specialty streetlights in the Oxford Manor area (Attachment A). All funds generated from the assessments in the Oxford Manor zone can only be used for specific work in that zone.

The assessment formula provides for an annual escalator to the maximum allowable assessment and for adjusting the actual assessment. It is recommended that the FY 2024-25 maximum assessment be increased per the formula in the regional Consumer Price Index (CPI) of 3.00 percent. It is further recommended that the actual FY 2024-25 assessment increase by 3.00 percent over the FY 2023-24 assessment to adjust for inflation and track with the national CPI rate. This recommendation is a result of a comprehensive review and evaluation of current maintenance expenditures, long-term capital needs, and available reserves.

The recommended resolution overrules any and all protests; approves and adopts the District's Annual Engineer's Report for the FY 2024-25 containing the budget; confirms and levies the assessments as set forth in the Annual Engineer's Report; certifies that the assessments meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution; confirms that the assessments are in compliance with State of California Streets and Highways Code Section 22500, that the assessments are levied without regard to property valuation, and that the assessments are to fund maintenance of streetlights in public rights-of-way; authorizes and directs the City Manager or designee to execute all documents, including, but not limited to, agreements and amendments; and authorizes the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

DISCUSSION

Background

The City operates and maintains approximately 19,000 streetlights. In most areas of the City, the cost of operating and maintaining streetlights is funded from the Measure K Fund. However, in the area of central Stockton, a special street lighting District was formed to provide enhanced lighting. The enhanced lighting consists of more lights per block than a standard design would require and more expensive, non-standard poles and fixtures.

The District was formed in 2011 after achieving a passing vote in a voting process established by Proposition 218. This process requires all benefiting property owners to be given the opportunity to vote on the establishment of a maintenance assessment district. For an assessment district to be established, a majority of the votes cast must be in favor. The District consists of 278 non-City standard streetlights in the Oxford Manor area (Attachment A) and allows for assessments to be collected for the special benefit received as a result of the non-standard street lighting. The general benefit portion is included in the Public Works Operating budget.

The District sets annual assessments collected by the County with annual property taxes on each taxable parcel contained within the District. These annual assessments provide funding for operation, electricity, maintenance, and other administrative costs associated with the specialty lighting system, including preparing an Annual Engineer's Report and assessment roll. The Annual Engineer's Report contains the District's budget. The budget details the maintenance and administrative costs for the Oxford Manor zone.

The special benefit received by each parcel is directly proportional to the Linear Front Footage (LFF) of each parcel fronting the enhanced lighting corridor or street. Therefore, the assessment per parcel was determined by first defining a "Unit Assessment Rate" for the Oxford Manor zone. This assessment rate was calculated by dividing the total special benefit cost in the zone by the total LFF of the zone. This Unit Assessment Rate (dollars per LFF) was then multiplied by each parcel's LFF to determine the special benefit assessment for each parcel. The actual FY 2023-24 LFF assessment rate was $0.329524. The maximum FY 2023-24 LFF assessment rate was $0.634196.

The District assessment was approved with an annual escalator. The escalator is the greater of 3.00 percent or the increase in the CPI. The escalator allows the assessment, when necessary, to keep pace with inflation without having to go through the time and expense to ballot the property owners. The maximum allowable assessment annually adjusts by the CPI, while the actual assessment needed to cover a zone's expenses is determined based on the estimated expenses for the fiscal year. The annual increase in calendar year 2023 of the San Francisco-Oakland-Hayward All Urban CPI was 2.63 percent. Therefore, the maximum escalator that can be applied to the maximum allowable assessment for FY 2024-25 is 3.00 percent. The maximum allowable assessment has been increased by the maximum allowable escalator each year since the District was formed.

On April 16, 2024, Council adopted Resolution No. 2024-04-16-1217, which preliminarily approved and confirmed the FY 2024-25 Annual Engineer's Report and the proposed actual assessments, set a public hearing for June 4, 2024, and authorized the City Clerk to publish notice of the public hearing. The Annual Engineer's Report contains the budget, proposed assessment amounts, and a complete description of improvements eligible to be maintained. The Annual Engineer's Report is on file with the City Clerk.

Present Situation

A summary of the proposed FY 2024-25 budget for the District (Attachment B) is contained within the Annual Engineer's Report, which is on file with the City Clerk. The budgeted expenditures include energy use, bulb replacements, administration, replacement reserves, general maintenance, re-painting, knockdowns, and contingency. Funding for expenditures is from assessments levied on the properties within the District and Public Works Operating budget.

The total proposed FY 2024-25 cost of the Oxford Manor lighting is $62,016.60, which is an increase of $1,805.74 from FY 2023-24. The increase is attributable to anticipated increases in utility costs and costs to replace potential pole knockdowns due to vehicle collisions, as well as the 2023 CPI increase of 2.63 percent. Since the reserve is fully funded, and in order to keep the assessment within 3.00 percent of the FY 2023-24 assessment rate, an appropriation from the reserve of $4,584.70 is proposed. The actual FY 2024-25 assessment rate is proposed to be $0.339276 per LFF. The maximum assessment rate is recommended to be increased by the allowed 3.00 percent to $0.653221 per LFF.

At the end of each fiscal year, any unexpended funds are returned to the District's reserve, which can be used to fund major repairs, such as wire and/or conduit replacement, foundation replacements, or other major repairs or improvements.

The District was established with the expectation that long-term refurbishment and gradual replacement of equipment would be accomplished utilizing a combination of operating and reserve funds. The reserve was reviewed and determined to be adequate. The District currently generates sufficient revenue for regular operations and has adequate reserves, so no change to the current assessment is in order.

The FY 2024-25 Annual Engineer's Report for the District, which contains the budget, assessment amounts for each property, and a description of improvements eligible to be maintained, is on file with the City Clerk. The assessments fund the special benefit of 278 non-standard streetlights within the District.

After the public hearing, if owners of more than 50 percent of the area of assessable lands within the District have not protested the proposed levy of annual maintenance assessments, it is recommended that the City Council adopt a resolution to:

1. Overrule any and all protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in the District in each zone.

2. Approve and adopt the District's Annual Engineer's Report for the FY 2024-25 containing the budget for each zone and confirm and levy the assessments for each zone as set forth in the Annual Engineer's Report.

3. Certify that the special assessment(s), fee(s), or charge(s) to be placed on the FY 2024-25 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. Confirm that the assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the District, as contained in the Annual Engineer's Report, shall be levied and collected for FY 2024-25. The assessments are in compliance with all laws pertaining to the levy of the annual assessment (State of California Streets and Highways Code Section 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for administration, maintenance, and operation of the Central Stockton Lighting Maintenance Assessment District, Zone 4, Oxford Manor.

5. Authorize the City Manager or designee, on behalf of the City Clerk, to file the assessments or a copy thereof certified by the City Clerk with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2024-25 tax roll for the parcels in the District, Zone 4, Oxford Manor, as set forth in the Annual Engineer's Report on file with the City Clerk.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Public Notification

Notice of the Public Hearing was published in The Record on May 23, 2024. The notice is required to be published a minimum of 10 days prior to the public hearing.

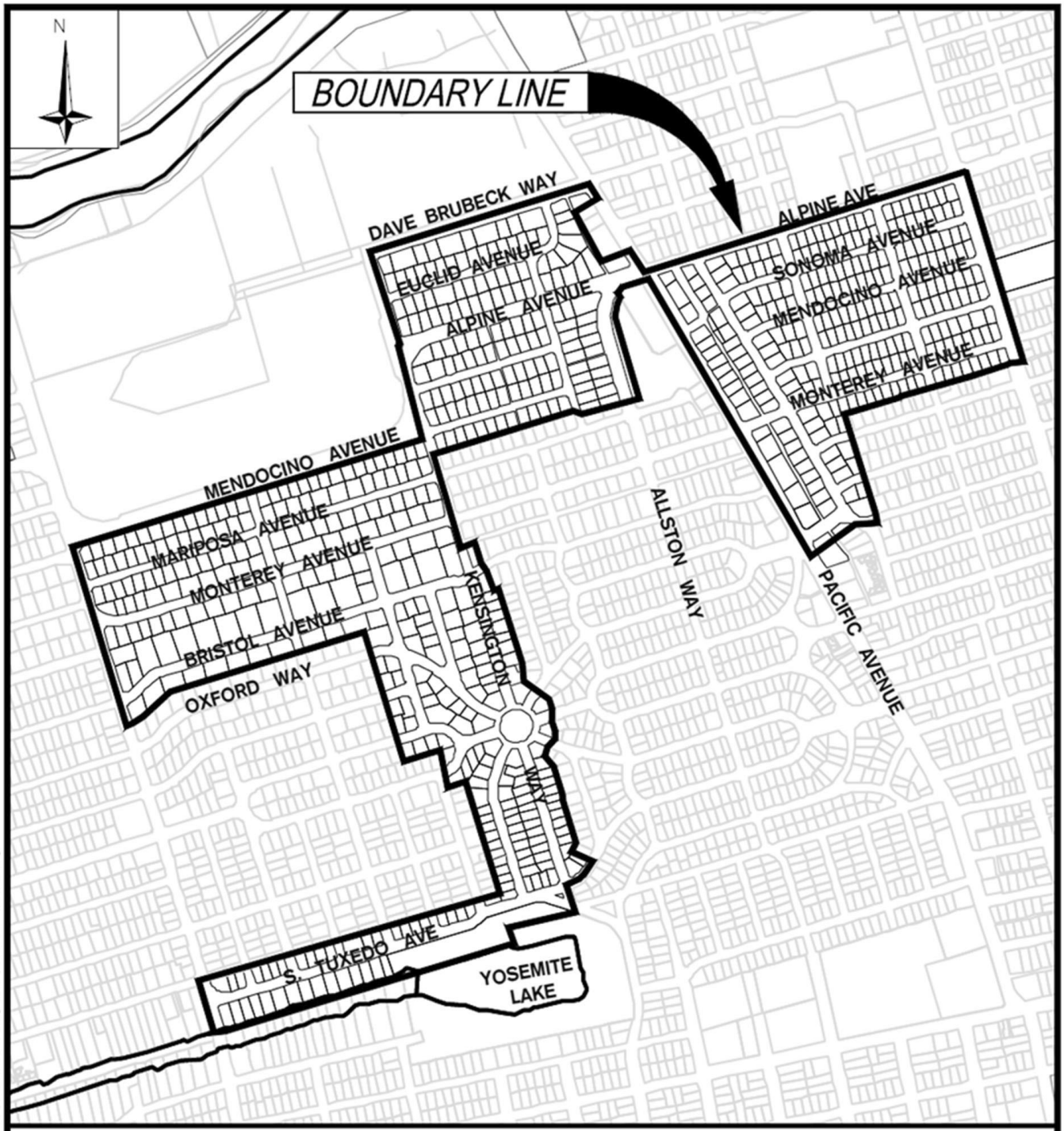
FINANCIAL SUMMARY

Total Proposed FY 2024-25 Assessments	$18,637.10
Total Proposed FY 2024-25 Appropriation from Reserves	$ 4,584.70
TOTAL PROPOSED FY 2024-25 SPECIAL BENEFIT BUDGET (FUND 270-001)	$23,221.80

Assessments are collected to fund the special benefit costs received by the properties in the District and held in a separate fund (Fund 270-001) for this purpose. Funds for the general benefit costs will be presented to Council for consideration during the normal budget process for the FY 2024-25 and are estimated to be $38,794.80.

There is no impact to the City's General Fund or any other unrestricted fund as a result of taking the recommended actions.

Attachment A - Map of Central Stockton Lighting Maintenance Assessment District (Zone 4, Oxford Manor)
Attachment B - Proposed FY 2024-25 Budget



SIEGFRIED

LEGEND:

BOUNDARY LINE

PARCEL LINE

EXHIBIT A-4
CENTRAL STOCKTON LIGHTING MAINTENANCE ASSESSMENT DISTRICT
OXFORD MANOR ASSESSMENT DIAGRAM

DWG. BY	SIEGFRIED	CITY OF STOCKTON DEPARTMENT OF PUBLIC WORKS	DATE 4 / 20 / 2011	DRAWING NO.
SCALE	NTS			

F:\11cad\11137 COS Lighting Dist 74 and 75\civil\Assessment Diagrams\Zone A4-Oxford.dwg

Central Stockton Lighting Maintenance Assessment District, Oxford Manor Area Budget

Fiscal Year 2024-2025

					Dept/Division Activity.Elem-Obj	071-6803 OXFORD MANOR
OPERATION AND MAINTENANCE COSTS OXFORD MANOR LIGHTING						
Painting (278 Fixtures @ $300/fixture once every 10 years)					540.20-25	$0.00
Knockdown Repair/Replacement; assumes 1 knockdown per year is assumed, cost represents one known down					540.20-25	$15,819.62
Bulb Replacement and General Maintenance (278 lights @ 5 year bulb life @ $22.66/bulb)					540.20-25	$1,388.32
Cost of Energy						
Wattage	Voltage	Count	Cost/YR FY 23-24	Cost/YR FY 23-24		Total Energy
100 W	120	274	$120.20	$116.70	540.20-11	$32,934.80
150 W	120	2	$176.20	$171.08	540.20-11	$352.40
200 W	240	2	$237.84	$230.92	540.20-11	$475.68
Total Energy					540.20-11	$33,762.88
ESTIMATED OPERATION AND MAINTENANCE COSTS						**$50,970.82**
DISTRICT ADMINISTRATION COSTS						
Engineering Services					540.20-61	$2,951.42
City Administration					540.10-	$1,564.24
Publicity/Advertising/Publication/Legal Notice					540.20-52	$531.24
Processing Fees/County Administration					540.20-57	$360.88
TOTAL ESTIMATED DISTRICT ADMIN. EXPENSES						**$5,407.78**
Subtotal (Est. O&M Costs + Est. Admin. Costs)						**$56,378.60**
Contingency; ±10%					540.40-98	$5,638.00
TOTAL ESTIMATED COST OF OXFORD MANOR LIGHTING						**$62,016.60**
GENERAL BENEFIT VALUE, Value determined on 170 lights if lights in the area were installed per City Standard						
General Benefit of Knockdowns for Standard Fixtures (Assumes standard 30 foot galvanized pole; 1 knockdown per year)					.20-25	$13,983.82
General Benefit of bulb Replacements (Assume 170 lights at City Standard spacing @ 5 year bulb life @ $22.68/bulb)					.20-25	$849.98
General Benefit of Cost of Energy						
Wattage	Voltage	Number of Lights	Cost/YR FY24-25	Cost/YR FY 23-24		Total Energy
100 W	120	170	$120.20	$116.70	.20-11	$20,434.00
Subtotal General Benefit Value						$35,267.80
Contingency; ±10%						$3,527.00
TOTAL ESTIMATED GENERAL BENEFIT VALUE						**$38,794.80**
ESTIMATED SPECIAL BENEFIT VALUE TO OXFORD MANOR Difference between "Oxford Manor Lighting" and "General Benefit Value"						**$23,221.80**
APPROPRIATION FROM RESERVE FOR CONTINUING APPROPRIATIONS						**$4,584.70**
2023-24 TOTAL AMOUNT TO BE ASSESSED (Total Est. Cost of Oxford Manor Lighting - Total Est. General Benefit - Approp. From Res.)						**$18,637.10**
Total Oxford Manor Assessable Linear Frontage Footage (LFF)						54,931.84
Proposed Actual 2023-24 LFF Unit Assessment Rate (Total Amount To Be Assessed/Assessable LFF)						**$0.339276820**
					FY24-25 Increase	3.00%
2024-2025 Proposed Potential per LFF Assessment						$0.339276820
2024-2025 Max. Possible per LFF Assessment					3.00%	$0.653221900

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION OVERRULING ANY AND ALL PROTESTS, ADOPTING THE ANNUAL ENGINEER'S REPORT FOR FISCAL YEAR 2024-25, APPROVING THE BUDGET FOR EACH ZONE, CERTIFYING COMPLIANCE WITH THE REQUIREMENTS OF PROPOSITION 218 AND THE STATE OF CALIFORNIA STREETS AND HIGHWAYS CODE, AND CONFIRMING AND LEVYING ASSESSMENTS FOR THE CENTRAL STOCKTON LIGHTING MAINTENANCE ASSESSMENT DISTRICT

On April 16, 2024, the City Council of the City of Stockton adopted Resolution No. 2024-04-16-1217 to preliminarily approve the Annual Engineer's Report for the Fiscal Year (FY) 2024-25 (the "Annual Engineer's Report"), to provide preliminary approval of the proposed budget, and to set a public hearing for the Central Stockton Lighting Maintenance Assessment District (the "District"), pursuant to the Landscaping and Lighting Act of 1972; and

The only zone currently in the District is Zone 4, Oxford Manor, which currently comprises the entirety of the District subject to an annual assessment; and

Notice of the Public Hearing that was held on June 4, 2024, was duly and regularly published in *The Record*, in the time, form, and manner required by law as evidenced by the declaration on file with the City Clerk; and

At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the Annual Engineer's Report, to the maximum annual assessment, the actual FY 2024-25 assessment, to the proposed budget, or to the proposed method and proportion of assessment, either in writing or orally, and this City Council has considered each protest, if any, and all matters and things pertaining to the Annual Engineer's Report were fully heard and considered by this Council; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Protests or objections (including all written protests not withdrawn in writing before the conclusion of the public hearing) to the proposed levy of assessments in Zone 4, Oxford Manor, have not been made by the owners of the area of assessable lands subject to more than 50 percent of the total proposed levy of assessments within the District (Zone 4, Oxford Manor), and any and all protests or objections are overruled.

2. The Annual Engineer's Report for the District on file with the City Clerk for FY 2024-25, which includes the budget for Zone 4, Oxford Manor, is approved and

adopted as the method of assessment for Zone 4, Oxford Manor, to be used to pay the costs and expenses for administration, maintenance, and operation.

3. The Council certifies that the special assessment(s), fee(s), or charge(s) as contained in the Annual Engineer's Report and to be placed on the FY 2024-25 Secured Property Tax bill by the City of Stockton are certified to meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California State Constitution.

4. The assessments of the annual amount of costs and expenses for the maintenance and operation of the improvements upon the assessable lands in the District, as contained in the Annual Engineer's Report, are hereby approved and confirmed and shall be levied and collected for FY 2024-25. The assessments comply with all laws pertaining to the levy of the annual assessment (California Streets and Highways Code § 22500). The assessments are levied without regard to property valuation. The purpose of the assessments is to pay the costs and expenses for administration, maintenance, and operation of the Central Stockton Lighting Maintenance Assessment District, Zone 4, Oxford Manor.

5. The City Manager or designee, on behalf of the City Clerk, is hereby directed to file the assessments or a copy thereof certified by the City Clerk or other City official with the San Joaquin County Auditor and cause the assessments to be entered on the FY 2024-25 tax roll for the parcels in the District and each Zone within the District as set forth in the Annual Engineer's Report on file with the City Clerk.

6. The City Manager or designee is hereby authorized and directed to execute all documents, including, but not limited to, agreements and amendments.

7. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 4, 2024.

KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

KATHERINE ROLAND, CMC,CPMC
INTERIM CITY CLERK
CITY OF STOCKTON

CENTRAL STOCKTON LIGHTING MAINTENANCE ASSESSMENT DISTRICT

FY 2024-25 Annual Engineer's Report
Public Hearing

Stockton City Council Meeting
June 4, 2024
Item No. 16.7

Central Stockton Lighting Maintenance Assessment District

- District established to fund increased costs to maintain 278 total decorative streetlights that exceed City standard
- Operation and Maintenance funded:
  - Electricity
  - Replace Broken Fixtures
  - Replace Burned Out Bulbs
  - Re-paint Poles
  - Replace Damaged or Knocked Down Poles
  - Administration

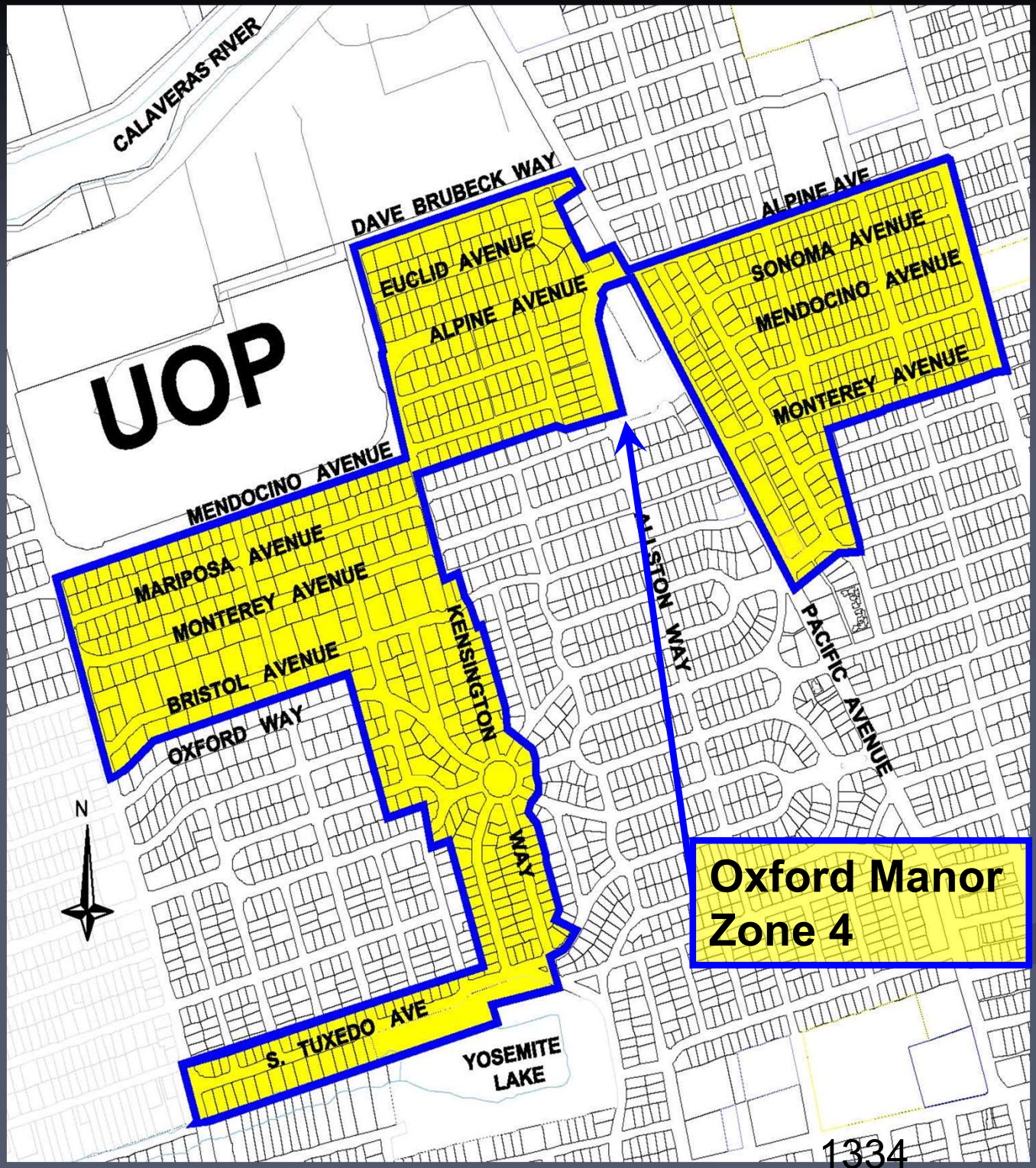
Central Stockton Lighting Maintenance Assessment District

- Each year Council adopts the following:
  - Engineer's Report
  - Maximum Allowable Assessment
  - Annual Budget/Actual Assessment
- Provides funding for:
  - Operation, maintenance, and preparation of an annual Engineer's Report and tax rolls; legal review; collection of assessments on San Joaquin County property taxes and City administration

Maximum Allowable
vs
Actual Assessments

- Original Engineer's Report approved by landowner ballot – allows for annual Cost of Living Adjustment
- Approves annual maximum allowable, but collects only what is needed for anticipated operational costs
- Allows for unanticipated emergencies – to collect only if necessary

CENTRAL STOCKTON LIGHTING MAINTENANCE ASSESSMENT DISTRICT



Annual Assessment

- Assessment based on parcel street frontage
- FY 2024-25 Maximum Assessment Adjustment: 3.00%
  - Based on San-Francisco-Oakland-Hayward All Urban Consumers Price Index per original criteria
- FY 2024-25 Maximum Assessment $0.6532219/Frontage Foot
- FY 2024-25 Actual Assessment Adjustment: 3.00%
- FY 2024-25 Actual Assessment: $0.3392768/Frontage Foot
- Actual Assessment for typical 50 Foot Lot: $16.96

FY 2024-25 Budget

Zone No.	Zone Name	Proposed Unit Assessment Rate (per Linear Frontage Foot)	Proposed Budget (Actual Assessment)	Proposed Maximum Allowable Assessment
4	Oxford Manor	$0.3392768	$18,637.10	$35,875.58

Recommended Actions

- Overrule all public hearing protests
- Approve and adopt:
  - Central Stockton Lighting Maintenance Assessment District Annual Engineer's Report
  - Maximum Allowable Assessment
  - Annual Budget/Actual Assessment for each Zone of the District
- Confirm and levy assessment for each Zone

City of Stockton

Legislation Text

File #: 24-0450, **Version:** 1

RECEIVE RECOMMENDATION OF PROPOSED CHARTER AMENDMENT LANGUAGE AND HOLD PUBLIC HEARING TO SOLICIT COMMUNITY FEEDBACK REGARDING CHARTER ARTICLES XI AND XI-A RELATED TO THE PUBLIC INFORMATION OFFICE

RECOMMENDATION

Staff recommends that the City Council receive the proposed Charter amendment language for Articles XI and XI-A regarding the Public Information Office and hold the second public hearing to solicit community feedback related to these recommendations.

Summary

The City Council created the Charter Review Advisory Commission (“the Commission”) and the Ad-Hoc Charter Review Committee (“Ad Hoc”) to advise the City Council regarding potential amendments to the City Charter. In accordance with City Council direction, Staff first presented information regarding Charter Articles XI and XI-A related to the Public Information Office to the Charter Review Advisory Commission for review and potential recommendations to the Council Charter Ad Hoc Committee.

Both the Charter Review Advisory Commission and the Ad-Hoc Charter Review Committee received information regarding potential changes to these Articles and made recommendations for those changes. On May 2, 2024, the City Council held its first Public Hearing to review these recommendations, consider the proposed changes, and hear from the public. At its meeting the City Council provided staff with direction to clarify the Public Information Office as the “City of Stockton Public Information Office” and remove language regarding “extenuating circumstances.”

DISCUSSION

Background

On October 24, 2023, the City Council created the Charter Review Advisory Commission and Ad-Hoc Charter Review Committee via resolution 2023-10-24-1502. The City Council first tasked these bodies with the review of Charter Articles XI and XI-A regarding the Public Information Office.

At its January 24, 2024, meeting, the Charter Review Advisory Commission via Motion 2024-01-24-0301 voted five-to-one (Commissioner Dailey dissenting and Commissioner Prost absent) to recommend a charter revision to allow public information offices in both the City Manager and Mayor’s Office, clean up job descriptions consistent with the change, clearly define job duties by differentiating between the two positions, consider different job titles for each position, and clarifying information access by the Mayor’s Public Information Officer.

At its January 31, 2024, meeting, the Ad-Hoc via Motion 2024-01-31-0301 voted unanimously to recommend City Council consider a ballot measure amending Charter Articles XI and XI-A to assign the Public Information Office to the City Manager and to allow a Mayoral Public Information Officer. The recommendation included that the Mayoral Public Information Officer would be allowed access to information necessary to fulfill their role in a reasonable and timely manner, as coordinated through the City Manager Office, with the exception for extenuating circumstances where access cannot be afforded.

Present Situation

On May 2, 2024, the City Council held its first public hearing regarding the proposed changes and provided staff with direction to clarify the Public Information Office as the “City of Stockton Public Information Office” and removing language regarding “extenuating circumstances.” Proposed charter amendments reflecting this direction have been included as Attachment A.

Following this second public hearing, any changes or direction received will be incorporated into the proposed ordinance. 21 days following the second public hearing, the Council will receive the item again for a final vote on whether to approve submission of the proposed amendments to the voters.

Notice

Pursuant to California Government Code section 34458(b) notice of this Public Hearing must be posted in three public places within the jurisdiction at least 21 calendar days prior to the date of the hearing. This notice was posted in three public locations on May 6, 2024, and published in The Record on May 13, 2024, and May 20, 2024.

Financial Summary

There is no fiscal impact to the City. Should Council decide to place the measure on the ballot, the San Joaquin County Registrar of Voters has provided an estimated cost of $50,000 to $80,0000.

Attachment A - Proposed Charter Amendment (redline)

ORDINANCE NO.

PROPOSED AMENDMENTS TO THE CITY OF STOCKTON CHARTER

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

SECTION I. AMENDMENT OF CODE

Article XI, Section 1102 of the City of Stockton Charter shall be amended to read as follows:

Section 1102. Powers and Duties.

The Mayor shall have the following powers and duties:

(a) To review with the City Manager, City Attorney and City Clerk prior to each Council meeting the items on the Council's agenda and to add matters thereto;

(b) To make recommendations to the Council on matters of policy and programs which require Council decision;

(c) To make recommendations to the City Manager on matters of policy and programs;

(d) To direct those officials appointed by the Council to prepare and provide information to the Council on matters of policy and programs which require Council decision;

(e) To request budgetary and any other information from those officials appointed by the Council that the Mayor determines is necessary for the conduct of the Mayor's duties;

(f) To appoint, with the advice and consent of the Council, a Chairman, a Vice-Chairman, one regular member and one alternate member to each standing, special and ad hoc committee of the Council;

(g) To appoint, with the advice and consent of the Council, such advisory boards, commissions and ad hoc committees as may be necessary or desirable to advise and assist in the work of the City Council. All members of the Council, including the Mayor and Vice-Mayor, may be so appointed;

(h) To appoint such other advisory boards and ad hoc committees as may be necessary or desirable to advise and assist in the work of the Mayor; provided, however, that the members of such advisory boards or ad hoc committees shall not receive any compensation;

(i) To address, not less than annually, the citizens of the City concerning the current status of City affairs and articulating the policy plans which the Mayor proposes for the City during the ensuing year;

(j) To inform the citizens, at other times during the year, of any matters of policy or programs which the Mayor believes are for the welfare of the community;

(k) To recommend adjustments to the City Budget and to propose the modification or curtailment of any city service. If the Mayor recommends any increases in the City budget, the Mayor shall recommend the method of financing such expenditures. If the Mayor proposes the modification or curtailment of any city service, the Mayor shall provide specific recommendations and the reasons for such proposal;

(l) To preside at meetings of the Council and to vote as a member of the Council without power of veto;

(m) To preserve order at all Council meetings, to remove or cause the removal of any person from any meeting of the Council for disorderly conduct, to enforce the rules of the Council and to determine the order of business under the rules of the Council;

(n) To select and appoint, with the advice and consent of the Council, such professional, technical and clerical employees to the office of Mayor as may be necessary or desirable to advise and assist in the work of the Mayor; provided, however, that the Mayor shall not appoint to any position any business associate or any person related to him or her or to the City Manager or to any member of the Council by blood and marriage within the third degree, except that the foregoing prohibition against nepotism may be waived by a vote of at least 2/3 of the members of the Council if the Council finds that the proposed appointment is in the interest of the City. All such appointees shall serve at the pleasure of the Mayor in the unclassified service; and shall serve under such terms and conditions, salaries and benefits as are similar to other unclassified employees. The Council shall provide in the annual budget funding for no less than three positions in the office of the Mayor, including the Mayoral Public Information Officer appointed by the Mayor pursuant to Section 1153~~1~~ of Article XI-A;

(o) To exercise such other powers and perform such other duties as may be prescribed by the Council, provided the same are not inconsistent with this Charter.

Nothing in this Section shall be construed in any way as an infringement or limitation on the powers and duties of the City Manager as Chief Administrative Officer and head of the administrative branch of the City government as prescribed in other sections of this Charter.

Except as otherwise provided in this Charter, the Mayor shall possess only such authority over the City Manager and the administrative branch as he or she possesses as one member of the Council.

SECTION II. AMENDMENT OF CODE

Article XI-A, Section 1151 of the City of Stockton Charter shall be amended to read as follows:

Section 1151. City of Stockton Public Information Office.

The City of Stockton Public Information Office shall be administered by a Public Information Officer appointed by the City Manager ~~Mayor~~ who shall serve at his or her pleasure. ~~The Public Information Officer shall be under the direction and supervision of the Mayor.~~

SECTION III. AMENDMENT OF CODE

Article XI-A, Section 1153 shall be added to the City of Stockton Charter and shall read as follows:

Section 1153. Mayoral Public Information Officer

The Mayor shall be permitted to have a Mayoral Public Information Officer. The Mayoral Public Information Officer shall be appointed by the Mayor and shall serve at his or her pleasure.

The Mayoral Public Information Officer will be provided information necessary to fulfill his or her role in a reasonable and timely manner, as coordinated through the Public Information Office.

SECTION IV. EFFECTIVE DATE

This ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: _____

EFFECTIVE: _____

_____
KEVIN J. LINCOLN II
Mayor of the City of Stockton

ATTEST:

_____
ELIZA R. GARZA, CMC
City Clerk of the City of Stockton

PROPOSED CHARTER AMENDMENT – PUBLIC INFORMATION OFFICE

06/04/2024

TIMELINE

- 01/24/2024 – The Charter Review Advisory Commission voted to recommend a revision to Charter Articles XI and XI-A
- 01/31/2024 – The Charter Review Ad-Hoc Committee voted to forward the revision to Council for Consideration
- 05/02/2024 – First Public Hearing
- 06/04/2024 – Second Public Hearing
- 06/27/2024 1:30 PM– Council will receive the item again for a final vote on whether to approve submission of the proposed amendments to the voters.

PROPOSED CHARTER AMENDMENT

Article XI

(n) To select and appoint, with the advice and consent of the Council, such professional, technical and clerical employees to the office of Mayor as may be necessary or desirable to advise and assist in the work of the Mayor; provided, however, that the Mayor shall not appoint to any position any business associate or any person related to him or her or to the City Manager or to any member of the Council by blood and marriage within the third degree, except that the foregoing prohibition against nepotism may be waived by a vote of at least 2/3 of the members of the Council if the Council finds that the proposed appointment is in the interest of the City. All such appointees shall serve at the pleasure of the Mayor in the unclassified service; and shall serve under such terms and conditions, salaries and benefits as are similar to other unclassified employees. The Council shall provide in the annual budget funding for no less than three positions in the office of the Mayor, including the Mayoral Public Information Officer appointed by the Mayor pursuant to Section 1153~~1~~ of Article XI-A;

PROPOSED CHARTER AMENDMENT

Article XI-A

Section 1151. City of Stockton Public Information Office.

The City of Stockton Public Information Office shall be administered by a Public Information Officer appointed by the City ~~Manager~~Mayor who shall serve at his or her pleasure. ~~The Public Information Officer shall be under the direction and supervision of the Mayor.~~

Section 1153. Mayoral Public Information Officer

The Mayor shall be permitted to have a Mayoral Public Information Officer. The Mayoral Public Information Officer shall be appointed by the Mayor and shall serve at his or her pleasure.

The Mayoral Public Information Officer will be provided information necessary to fulfill his or her role in a reasonable and timely manner, as coordinated through the City of Stockton Public Information Office.

City of Stockton

Legislation Text

File #: 24-0589, **Version:** 1

COUNCIL COMMITTEE/BOARD AND COMMISSION MINUTES

RECOMMENDATION

Information item only. No action required.

MINUTES
COUNCIL BUDGET/FINANCE/ECONOMIC DEVELOPMENT COMMITTEE
MEETING OF MARCH 29, 2024

Council Chamber, City Hall

1. CALL TO ORDER/ROLL CALL - 1:31 PM

Roll Call
Present:
Michael Blower
Kimberly Warmsley
Kevin J Lincoln II

2. PUBLIC COMMENT

David Midura - Gospel Center Rescue Mission

3. ITEM(S) FOR DISCUSSION

3.1 23-0421 APPROVAL OF MINUTES

Legislation Text

Attachment A - 2023-03-01

Attachment B - 2023-04-05

Approve **Motion 2024-03-29-0301** approving the minutes from the Council Budget/Finance/Economic Development Committee meetings of March 1, 2023 and April 5, 2023

Moved by: Kimberly Warmsley, seconded by Michael Blower.

Vote: Motion carried 3-0

Yes: Michael Blower, Kimberly Warmsley, and Kevin J Lincoln II.

3.2 24-0304 UPDATE ON COUNCIL PRIORITY PROJECTS FUNDED IN FISCAL YEAR 2020-21 THROUGH FISCAL YEAR 2023-24

Informational item only. No action taken.

Legislation Text

Attachment A - Council Priority Projects

3.3 24-0303 COUNCIL PRIORITY PROJECT FUNDING

Legislation Text

Attachment A - Approved Resolution 2024-01-23-1501

Approve **Motion 2024-03-29-0303** directing staff to bring back the Council Priority Project Funding recommendation incorporating the Council Committee's asks today, including sending one million dollars for the Navigation Center

Moved by: Michael Blower, seconded by Kimberly Warmsley.

Vote: Motion carried 3-0

Yes: Michael Blower, Kimberly Warmsley, and Kevin J Lincoln II.

4. FUTURE ITEMS/COMMITTEE MEMBER COMMENTS

None

5. ADJOURNMENT - 2:34 PM

Allison Lambert

for ELIZA R. GARZA, CMC
STOCKTON CITY CLERK

MINUTES
COUNCIL LEGISLATION/ENVIRONMENTAL COMMITTEE
MEETING OF MARCH 20, 2024

Council Chamber, City Hall

1. CALL TO ORDER/ROLL CALL - 4:00 PM

Roll Call
Present:
Kimberly Warmsley
Michael Blower
Absent:
Susan Lenz.

2. PUBLIC COMMENT

None

Committee Correspondence - Public Comments

3. ADOPTION OF CONSENT CALENDAR

3.1 24-0233 APPROVAL OF COMMITTEE MINUTES

Legislation Text

Attachment A - 2023-07-19 Minutes

Attachment B - 2023-12-20 Minutes.pdf

Approve **Motion 2024-03-20-0301** approving the minutes from the Council Legislation/Environmental Committee meeting for July 19, 2023 and December 20, 2023.

Moved by: Kimberly Warmsley, seconded by Michael Blower.

Vote: Motion carried 2-0

Yes: Kimberly Warmsley, and Michael Blower.
Absent: Susan Lenz.

4. ITEM(S) FOR DISCUSSION

4.1 24-0280 DISCUSSION ON CREATING A COUNCIL POLICY REGARDING THE USE OF COUNCIL LETTERHEAD

Committee gave direction to staff to bring back a sample policy regarding the use of Council letterhead to the Council Legislation Committee to review based upon discussion among the committee members

Legislation Text

Attachment A - New Mayor and Council Resource Guide

Attachment B - Who Gets to Use Agency Insignia

Attachment C - Sample Policies Related to Use of Agency Insignia

5. FUTURE ITEMS/COMMITTEE MEMBER COMMENTS

Vice Chair Warmsley - Animal Cruelty ordinance

Chair Blower - Council Policy Manual update, single use plastics; solid waste fees, update on solid waste and recycling

6. ADJOURNMENT - 4:20 PM

ELIZA R. GARZA, CMC
STOCKTON CITY CLERK

MINUTES
COUNCIL LEGISLATION/ENVIRONMENTAL COMMITTEE
MEETING OF APRIL 17, 2024

Council Chamber, City Hall

1. CALL TO ORDER/ROLL CALL - 4:00 PM

Roll Call
Present:
Susan Lenz
Kimberly Warmsley
Michael Blower

2. PUBLIC COMMENT

Pat Torbett - for profit green donation bins, Robinhood Dr

Tom Vander Weide - Stockton Municipal Code, flag pole height

3. ITEM(S) FOR DISCUSSION

3.1 24-0231 DISCUSSION TO AMEND CITY COUNCIL POLICY MANUAL (CPM) CHAPTER 3.02 CITY COUNCIL AND MAYORAL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES AS IT RELATES TO TERM DATES AND RECRUITMENT

Committee provided direction to staff regarding changes to the current term dates and recruitment process to the City's Boards and Commissions

Legislation Text

Attachment A - CPM Chapter 3.02

PPT - 3.1 - Term Dates and Recruitment

3.2 24-0232 DISCUSSION TO AMEND CITY COUNCIL POLICY MANUAL (CPM) CHAPTER 3.03 ATTENDANCE POLICY FOR APPOINTEES

Committee provided direction to staff regarding the current City Council Policy Manual (CPM) Chapter 3.03 Attendance Policy for Appointees

Legislation Text

Attachment A - CPM Chapter 3.03

PPT - 3.2 - Attendance Policy

3.3 24-0386 DISCUSSION TO AMEND CITY COUNCIL POLICY MANUAL CHAPTER 2.06 - COUNCIL COMMUNICATIONS GUIDELINES

Committee provided direction to staff on amending Chapter 2.06 - Council

Communication

Legislation Text

Attachment A - Current Council Policy Chapter 2.06

Attachment B - Proposed Council Policy Chapter 2.06

3.4 24-0391 UPDATE ON THE STATUS OF THE RECYCLING BIN/LID REPLACEMENT PROJECT

This was an informational item. No action was taken.

Legislation Text

PPT - 3.4 - Update Recycling Bin Replacement

4. FUTURE ITEMS/COMMITTEE MEMBER COMMENTS

Vice Chair Warmsley - Grand Jury report for profit bins; flag pole ordinance; vacant commercial building ordinance; SB411 and AB2449, remote meeting participation

5. ADJOURNMENT - 5:06 PM

ELIZA R. GARZA, CMC
STOCKTON CITY CLERK

MINUTES
CIVIL SERVICE/EQUAL EMPLOYMENT COMMISSION CONCURRENT MEETING OF MARCH 21, 2024

425 N. El Dorado St. Stockton, CA

1. CLOSED SESSION CALL TO ORDER/ROLL CALL - 3:00 PM

Roll Call
Present:
Lorie Diaz-Liddicoat
Linda Vasquez
Christina Mambourg
Michele Kimbrough
Absent:
Nancy Muniz.

Note: Commissioner Muniz' absence was excused

2. PUBLIC COMMENT

None

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 24-0248 ANIMAL SERVICES OFFICER (OPEN/PROMOTIONAL) ELIGIBLE LIST CERTIFICATION

Resolution 2024-03-21-0301 certifying the results of the open/promotional examination for Animal Services Officer.

Legislation Text

Proposed Resolution - Exam Results - Animal Services Officer

Approved Resolution 2024-03-21-0301

3.2 24-0219 CODE ENFORCEMENT FIELD MANAGER (OPEN/PROMOTIONAL) ELIGIBLE LIST CERTIFICATION

Resolution 2024-03-21-0302 certifying the results of the open/promotional examination for Code Enforcement Field Manager.

Legislation Text

Proposed Resolution - Exam Results - Code Enforcement Field Manager

Approved Resolution 2024-03-21-0302

3.3 24-0229 HUMAN RESOURCES TECHNICIAN (OPEN/PROMOTIONAL) ELIGIBLE LIST CERTIFICATION

Resolution 2024-03-21-0303 certifying the results of the open/promotional examination for Human Resources Technician.

Legislation Text

Proposed Resulation - Exam Results - Human Resources Technician.docx

Approved Resolution 2024-03-21-0303

3.4 24-0224 OFFICE ASSISTANT II (CONFIDENTIAL) (OPEN/PROMOTIONAL) ELIGIBLE LIST CERTIFICATION

Resolution 2024-03-21-0304 certifying the results of the open/promotional examination for Office Assistant II (Confidential).

Legislation Text

Proposed Resolution - Exam Results - Office Assistant II (Confidential)

Approved Resolution 2024-03-21-0304

3.5 24-0191 PLANT MAINTENANCE WORKER (OPEN/PROMOTIONAL) ELIGIBLE LIST CERTIFICATION

Resolution 2024-03-21-0305 certifying the results of the open/promotional examination for Plant Maintenance Worker.

Legislation Text

Proposed Resolution - Exam Results - Plant Maintenance Worker - Copy.pdf

Approved Resolution 2024-03-21-0305

3.6 24-0236 POLICE OFFICER (OPEN/PROMOTIONAL) ELIGIBLE LISTS - REMOVAL OF NAME(S)

Motion 2024-03-21-0306 approving the removal of name(s) from the Police Officer (Open/Promotional) eligible lists.

Legislation Text

4. RECESS FROM CLOSED SESSION - 3:01 PM

5. REGULAR SESSION CALL TO ORDER/ROLL CALL - 3:17 PM

Roll Call
Present:
Lorie Diaz-Liddicoat
Linda Vasquez
Christina Mambourg
Michele Kimbrough
Absent:
Nancy Muniz.

Note: Commissioner Muniz' absence was excused

6. PLEDGE TO THE FLAG

The Pledge of Allegiance was led by Vice Chair Vasquez

7. REPORT OF ACTION TAKEN IN CLOSED SESSION

Legal Counsel Taryn Jones reported - the Commission has returned regarding action items 3.1 through and including 3.6. All commissioners were present during the entire closed session with the exception of Commissioner Muniz. Reportable action is as follows: Regarding 3.1 through and including 3.5 by unanimous vote, commission adopted resolutions concerning the eligible lists certifications. Regarding action item 3.6 by unanimous vote commission approved removal of names from the eligible list.

8. CITIZENS COMMENTS/ANNOUNCEMENTS

None

9. ADOPTION OF CONSENT CALENDAR

9.1 24-0235 APPROVAL OF COMMISSION MINUTES

Legislation Text

Attachment A - 2023-11-16 Minutes.pdf

Attachment B - 2023-12-21 Minutes.pdf

Attachment C - 2024-01-18 Minutes.pdf

Approve **Motion 2024-03-21-0901** approving the minutes from the Civil Service Commission meetings of November 16, 2023, December 21, 2023, and January 18, 2024

Moved by: Christina Mambourg, seconded by Michele Kimbrough.

Vote: Motion carried 4-0

Yes: Lorie Diaz-Liddicoat, Linda Vasquez, Christina Mambourg, and Michele Kimbrough.
Absent: Nancy Muniz.

9.2 24-0250 REQUEST TO CONDUCT A PROMOTIONAL EXAMINATION - POLICE LIEUTENANT

Resolution 2024-03-21-0902 approving the weights of the examination and the provisions and contents of the job announcement for the promotional position of Police Lieutenant.

Legislation Text

Proposed Resolution to Conduct - Police Lieutenant

Approved Resolution 2024-03-21-0902

9.3 24-0253 REQUEST TO CONDUCT A PROMOTIONAL EXAMINATION - POLICE SERGEANT

Resolution 2024-03-21-0903 approving the weights of the examination and the provisions and contents of the job announcement for the promotional position of Police Sergeant.

Legislation Text

Proposed Resolution to Conduct - Police Sergeant

Approved Resolution 2024-03-21-0903

10. UNFINISHED BUSINESS

None

11. REQUEST FOR APPEALS/PUBLIC HEARINGS

None

12. APPEALS/PUBLIC HEARINGS

None

13. NEW BUSINESS

13.1 24-0258 ANNUAL EQUAL EMPLOYMENT REPORT - ADMINISTRATIVE SERVICES DEPARTMENT

Legislation Text

3-21-2024 ASD Annual Equal Employment Report

Approve **Motion 2024-03-21-1301** accepting the 2024 Annual Equal Employment Report for the Administrative Services Department.

Moved by: Linda Vasquez, seconded by Michele Kimbrough.

Vote: Motion carried 4-0

Yes: Lorie Diaz-Liddicoat, Linda Vasquez, Christina Mambourg, and Michele Kimbrough.
Absent: Nancy Muniz.

13.2 24-0177 REQUEST FOR REINSTATEMENT OF DARRELL MACE TO THE POSITION OF WATER SYSTEMS OPERATOR, REGULAR STATUS

Legislation Text

Attachment A - Letter from Darrell Mace .pdf

Attachment B - Memo from Mel Lytle Requesting Reinstatement of Darrell Mace.pdf

Resolution - Reinstate Darrell Mace

Approved Resolution 2024-03-21-1302

Around the bench memo

Note: A memo dated March 21, 2024 from the Human Resources Department relating to item 13.2 REQUEST FOR REINSTATEMENT OF DARRELL MACE TO THE POSITION OF WATER SYSTEMS OPERATOR, REGULAR STATUS was distributed around the bench

Approve **Resolution 2024-03-21-1302** approving the reinstatement of Darrell Mace to the position of Water Systems Operator, regular status.

Moved by: Christina Mambourg, seconded by Linda Vasquez.

Vote: Motion carried 4-0

Yes: Lorie Diaz-Liddicoat, Linda Vasquez, Christina Mambourg, and Michele Kimbrough.
Absent: Nancy Muniz.

14. REPORTS/WRITTEN COMMUNICATIONS/ INFORMATIONAL ITEMS

14.1 24-0063 NOTIFICATION OF ACTION TAKEN BY THE DIRECTOR OF HUMAN RESOURCES TO AMEND AND RETITLE THE CLASSIFICATION SPECIFICATION FOR TELECOMMUNICATIONS COORDINATOR

This item is informational only. No action taken.

Legislation Text

Attachment A - Redline - Class Spec - Public Safety Information Systems Analyst

Attachment B - Final - Class Spec - Public Safety Information Systems Analyst

14.2 24-0238 NOTIFICATION OF ACTION TAKEN BY THE DIRECTOR OF HUMAN RESOURCES TO AMEND THE CLASSIFICATION SPECIFICATION FOR LABORATORY TECHNICIAN

Informational item only. No action taken.

Legislation Text

Attachment A - Redline - Class Spec - Laboratory Technician

Attachment B - Final - Class Spec - Laboratory Technician

15. BOARD/COMMISSION COMMUNICATIONS OR COMMENTS

Vice Chair Vasquez - Happy Easter

16. ADJOURNMENT - 3:27

for Alissa Funk

ELIZA R. GARZA, CMC
STOCKTON CITY CLERK

MINUTES
CIVIL SERVICE/EQUAL EMPLOYMENT COMMISSION CONCURRENT MEETING OF APRIL 18, 2024

425 N. El Dorado St. Stockton, CA

1. CLOSED SESSION CALL TO ORDER/ROLL CALL - 3:00 PM

Roll Call
Present:
Lorie Diaz-Liddicoat
Linda Vasquez
Nancy Muniz
Michele Kimbrough
Absent:
Christina Mambourg.

Note: Commissioner Mambourg's absence is excused

2. PUBLIC COMMENT

None

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 24-0175 FIRE TELECOMMUNICATOR I (OPEN/PROMOTIONAL) ELIGIBLE LIST CERTIFICATION

Resolution 2024-04-18-0301 certifying the results of the open/promotional examination for Fire Telecommunicator I.

Legislation Text

Proposed Resolution - Exam Results - Fire Telecommunicator I

Approved Resolution 2024-04-18-0301

3.2 24-0347 FIREFIGHTER ENGINEER (PROMOTIONAL) ELIGIBLE LIST CERTIFICATION

Resolution 2024-04-18-0302 certifying the results of the promotional examination for Firefighter Engineer.

Legislation Text

Proposed Resolution - Exam Results - Firefighter Engineer.docx

Approved Resolution 2024-04-18-0302

3.3 24-0341 FIREFIGHTER TRAINEE/EMT (OPEN/PROMOTIONAL) ELIGIBLE LIST CERTIFICATION

Resolution 2024-04-18-0303 certifying the results of the open/promotional examination for Firefighter Trainee/EMT.

Legislation Text

Proposed Resolution - Exam Results - Firefighter Trainee EMT.docx

Approved Resolution 2024-04-18-0303

3.4 24-0340 FIREFIGHTER TRAINEE/PARAMEDIC (OPEN/PROMOTIONAL) ELIGIBLE LIST CERTIFICATION

Resolution 2024-04-18-0304 certifying the results of the open/promotional examination for Firefighter Trainee/Paramedic.

Legislation Text

Proposed Resolution - Exam Results - Firefighter Trainee Paramedic.docx

Approved Resolution 2024-04-18-0304

3.5 24-0338 PROCUREMENT SPECIALIST I (OPEN/PROMOTIONAL) ELIGIBLE LIST CERTIFICATION

Resolution 2024-04-18-0305 certifying the results of the open/promotional examination for Procurement Specialist.

Legislation Text

Proposed Resolution - Exam Results - Procurement Specialist I

Approved Resolution 2024-04-18-0305

3.6 24-0310 PROGRAM MANAGER II (OPEN/PROMOTIONAL) ELIGIBLE LIST CERTIFICATION

Resolution 2024-04-18-0306 certifying the results of the open/promotional examination for Program Manager II.

Legislation Text

Proposed Resolution - Exam Results - Program Manager II

Approved Resolution 2024-04-18-0306

3.7 24-0339 POLICE OFFICER (OPEN/PROMOTIONAL) ELIGIBLE LISTS - REMOVAL OF NAME(S)

Motion 2024-04-18-0307 approving the removal of name(s) from the Police Officer (Open/Promotional) eligible lists.

Legislation Text

4. RECESS FROM CLOSED SESSION - 3:35 PM

5. REGULAR SESSION CALL TO ORDER/ROLL CALL - 3:36 PM

6. PLEDGE TO THE FLAG

The Pledge of Allegiance was led by Commissioner Muniz

7. REPORT OF ACTION TAKEN IN CLOSED SESSION

Legal Counsel Taryn Jones reported - the Commission has returned regarding action items 3.1 through and including 3.7. All commissioners were present during the entire closed session with the exception of Commissioner Mambourg. Reportable action is as follows: Regarding 3.1 through and including 3.6 by unanimous vote of commissioners present, commission adopted resolutions concerning the eligible lists certifications. Regarding action item 3.7 unanimous vote of the commissioners present approved removal of names from the eligible list.

8. CITIZENS COMMENTS/ANNOUNCEMENTS

None

9. ADOPTION OF CONSENT CALENDAR

Approve the Consent Agenda with a single vote.

Moved by: Linda Vasquez, seconded by Nancy Muniz.

Vote: Motion carried 4-0

Yes: Lorie Diaz-Liddicoat, Linda Vasquez, Nancy Muniz, and Michele Kimbrough.
Absent: Christina Mambourg.

9.1 24-0314 APPROVAL OF COMMISSION MINUTES

Motion 2024-04-18-0901 approving the minutes from the Civil Service Commission meetings of February 15, 2024

Legislation Text

Attachment A - 2024-02-15 Minutes.pdf

9.2 24-0336 REQUEST FOR EXTENSION OF ONE-YEAR-OLD ELIGIBILITY LIST FOR FIRE PREVENTION INSPECTOR I (OPEN/PROMOTIONAL)

Motion 2024-04-18-0902 extending the Miscellaneous Employee Eligibility List for Fire Prevention Inspector I (Open/Promotional).

Legislation Text

9.3 24-0293 REQUEST FOR ONE-YEAR EXTENSION OF THE ONE-YEAR-OLD ELIGIBILITY LIST FOR SENIOR PLANT MAINTENANCE MECHANIC (OPEN/PROMOTIONAL)

Motion 2024-04-18-0903 extending the One-Year-Old Eligibility list For Senior Plant

Maintenance Mechanic (OPEN/PROMOTIONAL)

Legislation Text

10. UNFINISHED BUSINESS

None

11. REQUEST FOR APPEALS/PUBLIC HEARINGS

None

12. APPEALS/PUBLIC HEARINGS

None

13. NEW BUSINESS

13.1 24-0346 REQUEST FOR REINSTATEMENT OF ANN ANDERSON TO THE POSITION OF POLICE TELECOMMUNICATOR II, REGULAR STATUS

Legislation Text

Reinstatement Request - Ann Anderson.pdf

Signed Memo - A. Anderson Reinstatement.pdf

CSC Resolution - Reinstate Ann Anderson.docx

Approved Resolution 2024-04-18-1301

Approve **Resolution 2024-04-18-1301** approving the reinstatement of Ann Anderson to the position of Police Telecommunicator II, regular status.

Moved by: Nancy Muniz, seconded by Michele Kimbrough.

Vote: Motion carried 4-0

Yes: Lorie Diaz-Liddicoat, Linda Vasquez, Nancy Muniz, and Michele Kimbrough.
Absent: Christina Mambourg.

14. REPORTS/WRITTEN COMMUNICATIONS/ INFORMATIONAL ITEMS

14.1 24-0319 NOTIFICATION OF ACTION TAKEN BY THE DIRECTOR OF HUMAN RESOURCES TO AMEND THE CLASSIFICATION SPECIFICATIONS FOR ANIMAL SERVICES OFFICER, SENIOR ANIMAL SERVICES OFFICER, AND ANIMAL SERVICES SUPERVISOR

Informational item only. No action taken.

Legislation Text

ATTACHMENT A - Red Line Class Spec- Animal Services Officer

ATTACHMENT B - Red Line Class Spec - Senior Animal Services Officer

ATTACHMENT C - Red Line Class Spec - Animal Services Supervisor

ATTACHMENT D - Final - Class Spec - Animal Services Officer

ATTACHMENT E - Final - Class Spec - Senior Animal Services Officer

ATTACHMENT F - Final - Class Spec - Animal Services Supervisor

14.2 24-0317 NOTIFICATION OF ACTION TAKEN BY THE DIRECTOR OF HUMAN RESOURCES TO AMEND THE CLASSIFICATION SPECIFICATION FOR PLANT MAINTENANCE MECHANIC/SENIOR PLANT MAINTENANCE MECHANIC

Informational item only. No action taken.

Legislation Text

ATTACHMENT A- Redline - Class Spec - Plant Maintenance Mechanic-SR Plant Maintenance Mechanic

ATTACHMENT B - Final - Class Spec - Plant Maintenance Mechanic-SR Plant Maintenance Mechanic

14.3 24-0318 NOTIFICATION OF ACTION TAKEN BY THE DIRECTOR OF HUMAN RESOURCES TO AMEND THE CLASSIFICATION SPECIFICATION FOR PLANT MAINTENANCE WORKER

Informational item only. No action taken.

Legislation Text

ATTACHMENT A - Redline - Class Spec - Plant Maintenance Worker

ATTACHMENT B - Final - Class Spec - Plant Maintenance Worker

14.4 24-0315 NOTIFICATION OF ACTION TAKEN BY THE DIRECTOR OF HUMAN RESOURCES TO AMEND THE CLASSIFICATION SPECIFICATION FOR POLICE AIDE I/II

Informational item only. No action taken.

Legislation Text

ATTACHMENT A - Redline - Class Spec - Police Aide I-II

ATTACHMENT B - Final - Class Spec - Police Aide I-II

15. BOARD/COMMISSION COMMUNICATIONS OR COMMENTS

Chair Diaz-Liddicoat - happy spring

16. ADJOURNMENT - 3:45 PM

AR ELIZA R. GARZA, CMC
STOCKTON CITY CLERK